

2012 GLOUCESTER COUNTY BUDGET  
OTHER EXPENSE REQUEST EXPLANATIONS

2012 Budget

Sheriff's Overtime	#2-01-25-270-001-10120	\$ 14,000
Fringe Benefit	#2-01-25-270-001-10000	\$ 9,743
Travel	#2-01-25-270-001-20970	\$ 1,000
Other supplies	#2-01-25-270-001-20499	\$ 3,500
		\$28,243

Department Sheriff

Form C-2  
Department Code 270  
Submission Date 03-09-12  
Revision Date \_\_\_\_\_

Gloucester County

FED-2013-Gloucester County-00078

GENERAL INFORMATION

Application Agency Gloucester County

Project Title Child Passenger Safety Education 2013

Federal Tax ID # 216000660

D-U-N-S Number 957362247

CCR Registered?  Yes  No

**Project Period**

From 10/1/2012 To 9/30/2013

Final financial claim due October 31.

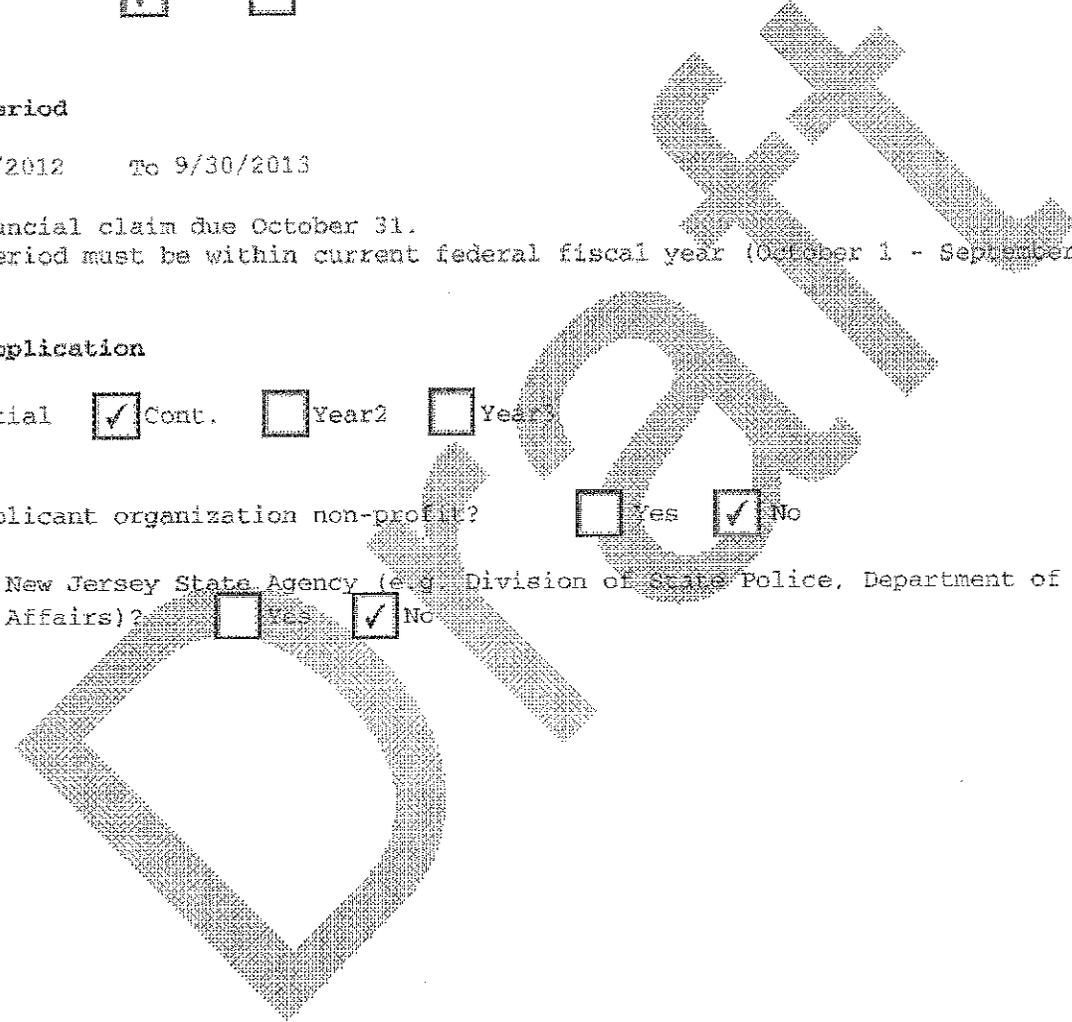
Project period must be within current federal fiscal year (October 1 - September 30).

**Type of Application**

Initial  Cont.  Year2  Year3

Is the applicant organization non-profit?  Yes  No

Are you a New Jersey State Agency (e.g. Division of State Police, Department of Community Affairs)?  Yes  No



CONTACT INFORMATION

**Project Director**

Prefix: Mrs.  
First Name: Paula  
Last Name: Giampola  
Title: Administrative Clerk  
Address 1: P O BOX 376  
Address 2: 2 S. Broad St  
City: WOODBURY  
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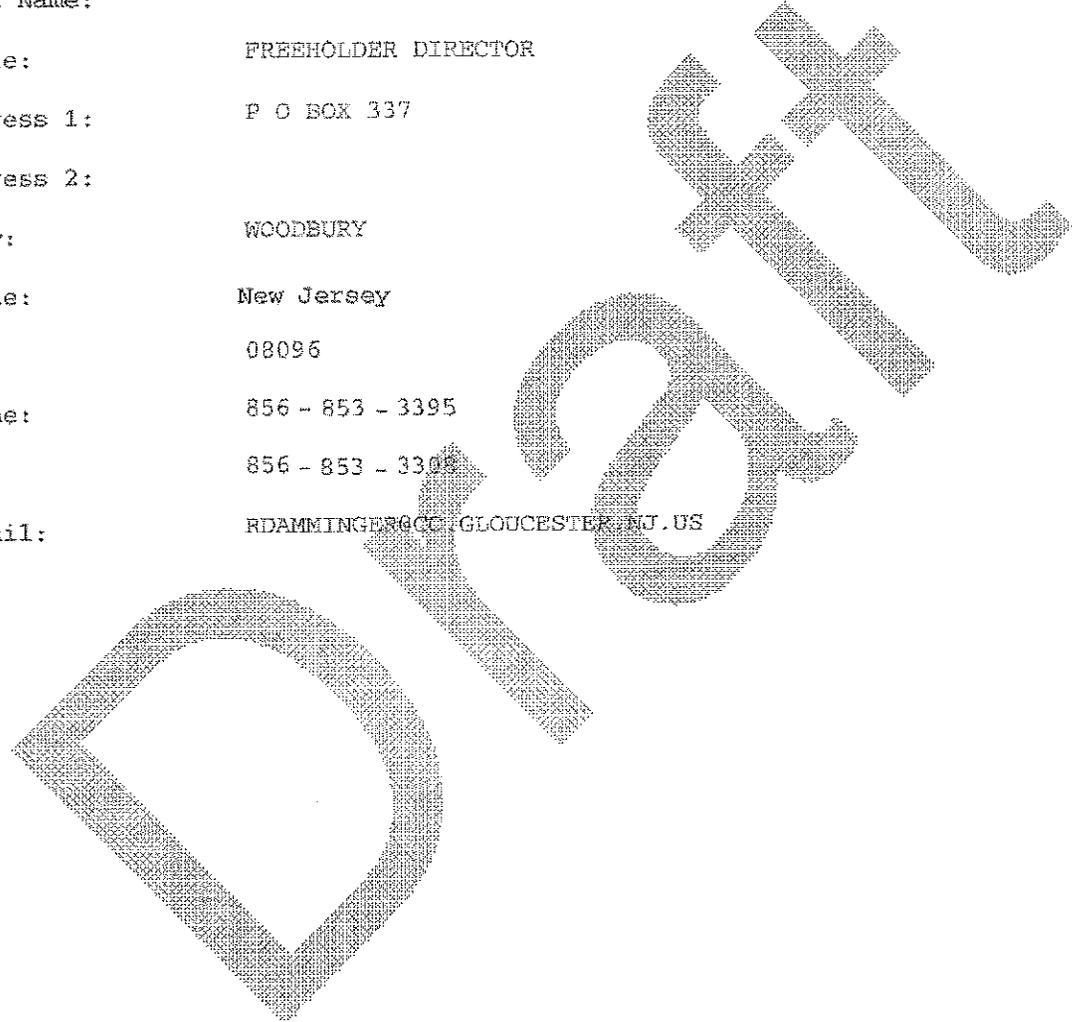
**Financial Director**

Prefix: Mr.  
First Name: GARY  
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Title: TREASURER  
Address1: P O BOX 376  
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CONTACT INFORMATION

Authorizing Official

Prefix: Mr.  
First Name: ROBERT  
Last Name: DAMMINGER  
Title: FREEHOLDER DIRECTOR  
Address 1: P O BOX 337  
Address 2:  
City: WOODBURY  
State: New Jersey  
Zip: 08096  
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E-Mail: RDAMMINGE@CC.GLOUCESTER.NJ.US



**NARRATIVE DESCRIPTION OF PROJECT****Problem Statement**

Describe in detail the specific problem you are attempting to impact or correct. Objectives must be measurable and three years of data to support the problem is required. Indicate why your current program or activity is not adequate and explain past efforts to resolve the problem. Provide supporting data, facts, or statistics which substantiate the need for the project.

In 2009, there were nearly 62 million children age 14 and younger in the United States. This age group made up 20 percent of the total U.S. resident population in 2009. Motor vehicle crashes are the leading cause of death for ages 5 to 14. During 2009, there were a total of 33,808 traffic fatalities in the United States. The 14-and-younger age group accounted for 1,314 (4%) of those traffic fatalities, which is a 3-percent decrease from the 1,350 fatalities in 2008. In 2009, there were an additional 179,000 children age 14 and younger injured, which is a 7-percent decrease from the 193,000 children injured in 2008. An average of 54 children age 14 and younger were killed and 490 were injured every day in the United States in motor vehicle crashes during 2009.

In the 14-and-younger age group, males accounted for 56 percent of the fatalities and 50 percent of Research on the effectiveness of child safety seats has found them to reduce fatal injury by 71 percent for infants (younger than 1 year old) and by 54 percent for toddlers (1 to 4 years old) in passenger cars. For infants and toddlers in light trucks, the corresponding reductions are 58 percent and 59 percent, respectively. In 2009, there were 322 passenger vehicle occupant fatalities among children age 5 and younger. Of those 322 fatalities, where restraint use was known (298), 92 (31%) were totally unrestrained. Those injured in motor vehicle crashes during 2009.

Among children under age 5 in passenger vehicles, an estimated 309 lives were saved in 2009 by restraint use. Of these 309 lives saved, 284 were associated with the use of child safety seats and 25 with the use of adult seat belts. At 100 percent child safety seat use for children under age 5, an estimated 372 lives (that is, an additional 63) could have been saved in 2009. Over the period 1975 through 2009 an estimated 9,310 lives were saved by child restraints (child safety seats or adult seat belts).

Click the Browse button to add Problem Statement attachments.

**Objectives**

Describe objectives to be accomplished during the project. Objectives should be specific, clearly written, measurable, targeted to the problem identified and time framed.

**Objective**

A combination of use requirements, enforcement, public information, education, and incentives is necessary to achieve significant, lasting increases in safety belt usage, which will prevent fatalities and control the number and severity of injuries.

Click the Browse button to add Objectives attachments.

**Tasks**

PROGRAM MANAGEMENT

**Activities**

The Gloucester County Office of the Sheriff will have a centralized program planning, implementation and coordination to achieve and sustain high rates of safety belt/car seat use.

Evaluation is also important for determining progress and ultimate success of occupant protection programs.

The Gloucester County Office of the Sheriff will:

Provide leadership, training, and technical assistance to other county/state agencies and local Child Passenger Safety Programs and projects;

Convene a Child Passenger Safety advisory task force or coalition to organize and generate broad-based support for programs;

Integrate Child Passenger Safety Programs into community/corridor traffic safety and other injury prevention programs;

Evaluate the effectiveness of its Child Passenger Safety Programs

**Objective**

The Gloucester County Office of the Sheriff will enact and enforce Child Passenger Safety laws, regulations, and policies to provide clear guidance to the motoring public concerning motor vehicle occupant protection systems.

**Click the Browse button to add Objectives attachments.**

**Tasks**

LEGISLATION, REGULATION, AND POLICY

**Activities**

This legal framework should include:

Legislation, permitting primary enforcement, requiring all motor vehicle occupants to use the systems provided by the vehicle manufacturer and educational programs to explain their benefits and the correct way to use them;

Legislation, permitting primary enforcement, requiring children up to 40 pounds (or five years old if weight cannot be determined) to ride in a safety device certified by the manufacturer to meet all applicable Federal performance standards.

**Objective**

The Gloucester County Office of the Sheriff will have a strong law enforcement program, coupled with public information and education, to increase safety belt and child safety seat use.

Click the Browse button to add Objectives attachments.

**Tasks**

ENFORCEMENT PROGRAM

**Activities**

Written, enforced belt use policies for law enforcement agencies with sanctions for noncompliance to protect law enforcement officers from harm and for officers to serve as role models for the motoring public;  
Vigorous enforcement of public safety belt use and child safety seat laws, including citations and warnings;  
Accurate reporting of occupant protection system information on accident report forms, including use or non-use of belts or child safety seats, type of belt, and presence of and deployment of air bag;  
Public information and education (PI&E) campaigns to inform the public about occupant protection laws and related enforcement activities;  
Routine monitoring of citation rates for non-use of safety belts and child safety seats.

**Objective**

Provide public information and education programs. We will enlist the support of a variety of media, including mass media, to improve public awareness and knowledge about safety belts and child safety seats.

**Click the Browse button to add Objectives attachments.**

**Tasks**

PUBLIC INFORMATION AND EDUCATION PROGRAM

**Activities**

Increase rates of safety belt/child safety seat use, effectively manage public information program. Identify and target specific audiences and develop appropriate messages. Address the enforcement of the belt use and child passenger safety laws; the safety benefits of correct safety belt/child safety seat use. Capitalize on special events, such as nationally recognized safety and injury prevention weeks and local enforcement campaigns. Coordinate different materials and media campaigns where practicable. Use national themes and materials to the fullest extent possible; Publicize belt-use surveys and other relevant statistics; Invite media representatives in planning and disseminating public information campaigns; Encourage private sector groups to incorporate Child Passenger Safety Belt-use messages into their media campaigns; Take advantage of all media outlets: television, radio, print, signs, billboards, theaters, sports events, health fairs; and Evaluate all media campaign efforts.

**Objective**

The failure of drivers and passengers to use occupant protection systems is a major public health problem that must be recognized by the medical and health care communities.

Click the Browse button to add Objectives attachments.

**Tasks**

HEALTH/MEDICAL PROGRAM

**Activities**

The Gloucester County Office of the Sheriff will utilize health care providers as visible public spokespersons for belt use and child safety seat use;  
The Gloucester County Office of the Sheriff will provide information about availability of child safety seats through maternity hospitals and other pre-natal and natal care centers.

**Objective**

The Gloucester County Office of the Sheriff will vigorously promote the use of child safety seats. The states require every child up to 40 pounds to ride correctly secured in a child safety seat that meets Federal Motor Vehicle Safety Standards.

**Click the Browse button to add Objectives attachments.**

**Tasks**

CHILD PASSENGER SAFETY PROGRAM

**Activities**

Educate parents, pediatricians, hospitals, law enforcement, EMS and the general public about the safety risks to small children, the benefits of child safety seats, and their responsibilities for compliance with child passenger safety laws;

Encourage child safety seat retailers and auto dealers to provide information about child seat and vehicle compatibility, as well as correct use;

Require child transportation policies for certification of pre-school and day care providers;

Require hospitals to ensure that newborn and other small children are correctly secured in an approved child safety seat or safety belt upon discharge;

Make child safety seats available at affordable cost to low-income families, with appropriate education on how to use them; and

Encourage local law enforcement to vigorously enforce child passenger safety laws, including safety belt use laws as they apply to children.

**Objective**

The Gloucester County Office of the Sheriff will encourage extensive community involvement in child passenger safety by involving individuals and organizations outside the traditional highway safety community.

**Click the Browse button to add Objectives attachments.**

**Tasks**

OUTREACH PROGRAM

**Activities**

Community involvement broadens public support for the Gloucester County Office of the Sheriff and NJDHTS's programs and can increase the Gloucester County Office of the Sheriff's ability to deliver highway safety education programs. To encourage community involvement, we will:

- Establish a coalition or task force of individuals and organizations to actively promote use of Child Passenger Safety Education Programs ;
- Create an effective communications network among coalition members to keep members informed; and
- Provide materials and resources necessary to conduct Child Passenger Safety Education Programs, especially directed toward young people, in local settings.

**Objective**

The Gloucester County Office of the Sheriff will conduct several different types of evaluations to effectively measure progress and to plan and implement new program strategies.

**Click the Browse button to add Objectives attachments.**

**Tasks**

EVALUATION PROGRAM

**Activities**

Conduct and publicize countywide surveys of public knowledge and attitudes about Child Passenger Safety Education Programs;

Obtain monthly or quarterly data from law enforcement agencies on the number of safety belts and child passenger safety citations and convictions;

Evaluate the use of program resources and the effectiveness of existing general public and target population education programs;

Ensure that evaluation results are an integral part of new program planning and problem identification.

**Objective**

To conduct 3- Child Passenger Safety Checkpoint Enforcement Activities, to assure the children are secure in the vehicle at all times, which will reduce the number of injuries and fatalities to children while traveling in the motor vehicle.

**Click the Browse button to add Objectives attachments.**

**Tasks**

Coordinate with towns to schedule the details

**Activities**

To conduct three- 3 Child Passenger Safety Checkpoint Enforcement Activities. Make the community aware that this is the law and it is to be followed. In addition provide education to the parents, caregivers, grandparents so they can protect their children in the event of an accident. We've found that 52% of people surveyed, were involved in accidents within five miles from their home and 69% were involved in accidents within ten miles from their home. The community has to become aware that the thinking, "I'm just running to the store, he/she doesn't need to be in a car seat" is not acceptable. And they as the caregiver are responsible to assure they have done all they can do to protect their child. The first step, is assuring their child is properly restrained in a Car Seat/Booster Seat/Seat belt, depending on the guideline for their child.

**Objective**

Click the Browse button to add Objectives attachments.

**Tasks**

**Activities**

Draft

**METHODOLOGY (METHODS)**

**Methodology (Methods)**

Describe activities and procedures which will be undertaken to achieve each objective. Fully describe what actions are necessary to help resolve the problem stated.

Increase the education regarding child safety seats usage to not only the children but the caregivers of those children 18 and under. In today's economy, it is very difficult to, as some would think, "pay for the extras". But, in reality, it is those extras such as Child safety seats that if supplied, save not only dollars but the lives of our children.

Providing child safety seats, enforcement and education of booster seats and seat belts in our schools, presenting the "Staying Safe in the Car" Booster Seat/Seat belt curriculum to a classroom or assembly of appropriate students. These events that are designed to educate a designated public group such as senior citizens, who now are raising their grandchildren as their own. Fitting Stations will educate the children and the caregivers in a family. These events will be coordinated Day Care for Children and State of New Jersey Schools. Community Education activity wherein a CPS Technician speaks to Parent/Teacher meeting, new parent classes, preschool staff and or parents, school transportation units to discuss child restraints, booster seats or seat belts, based on a prepared curriculum and identified need. Network with community organizations who provide services for the children. Such organizations would include DYFS (division of youth and family services), and Gloucester County Adult Partnership, GC board of Social Services, Robins nest and Mother Child Shelter which would include programs such as "keeping children safe", these are only to name a few.

To conduct three- 3 Child Passenger Safety Checkpoint Enforcement Activities. Make the community aware that this is the law and it is to be followed. In addition provide education to the parents, caregivers, grandparents so they can protect their children in the event of an accident.

MILESTONES

Describe sequence of activities. Applications may include a time chart describing program activities.

**Task 1**

Educating Senior Citizens as Caregivers for Grandchildren

**Activity 1**

Educating the Senior Citizens as Caregivers for their grandchildren on the proper car seat, booster seat, seat belt that should be used at all times to prevent injury to their grandchild. Scheduled Senior Citizens Gathering Days throughout county where instruction and education is provided by Certified Tech.

**Task 2**

Community Education Activities

**Activity 2**

Fitting station currently set up has produced the following results:  
10/01/2011- 12/31/2011 (1st qtr)

37 hours, 57 seats checked, 0 seats replaced, 2 appointments, 153 questioned asked and answered, 81 brochures given out. Proper use of appropriate child restraints, enforcing the goal of reducing injuries and fatalities to children while traveling in a motor vehicle.

In addition to scheduling of community days, community events, day care, nursery schools, school assemblies through local municipalities, towns, cities and boroughs safety seat and educational give outs of those residents in need of replacement or of a car seat for child, grandchild, or family member.

MILESTONES

Task 3

Activity 3

Task 4

Activity 4

Draft

MILESTONES

Task 5

Activity 5

Task 6

Activity 6

Draft

MILESTONES

Task 7

Activity 7

Task 8

Activity 8

Draft

MILESTONES

Task 9

Activity 9

Task 10

Activity 10

Draft

**EVALUATION**

**Evaluation**

Describe how the expected results will be measured.

Administrative evaluation is required for all projects.

Impact evaluation is feasible only in a limited number of projects.

**Administrative (Performance) Evaluation**

Requires measuring the operational efficiency of task activities as they relate to the accomplishment of established goals and objectives. In measuring actual task activities, it compares these to:

1. the baseline or pre-task levels of the same activities,
2. the targeted levels of activity established for the task and the planned use of funds.

Records between current period: 2012 to 2013. Conduct & publicize county wide surveys of public knowledge attitudes about Child Passenger Safety Education Programs, Obtain mthly or qtrly data from law enforcement agencies on the # of safety belt & child passenger safety citations & convictions. Evaluate the use of program resources, effectiveness of existing general public & target popltn edu. programs; Ensure evaluation results are an integral part of new program planning & problem identification.

**Impact (Efficiency) Evaluation**

A determination of the extent to which task operations and activities have contributed to the achievement of a objective related to crash involvement.

We do not have statistics as to the person who was given a seat, if and when they had an accident, and if a child was injured fatality or non-fatality. Providing a safety seat to children has according to statistics, had an 80% lower risk of fatal injury than those not properly restrained. In addition, seats not properly installed were at a rate of 80%-90%.

We feel the distribution, properly assuring they are installed and fitted to the child and the instructions and education that is provided to the caregivers has made a major impact on what may have been or what has been avoided as a fatality or a non-fatality such as an injury to the child.

EVALUATION

**Subsequent Years**

This is the last section of the proposal, but by no means the least important. We would like to know how you plan to continue your program when the grant funding phases out. This section does not apply to "one time only" grant application request, however, if you contemplate that the project will involve more than one year's financing with federal funds, please include for subsequent fiscal years the total amount estimated to be required broken down by source funding, example State, local, or federal.

Program will continue because it is a necessity to the community. County budget will have to be adjusted to cover such costs involved in this program.

1st Year-Federal Funding/Local Funding

Salaries and Wages-(fed)0.00/\$3,400.00 (local)

Fringe benefits-(fed)\$9,742.60/\$0.00 (local)

Travel-(fed)\$1,000.00/\$0.00 (local)

Enforcement/Education-(fed)\$14,000.00/\$0.00 (local)

Commodities-(fed)\$3,500.00/\$0.00 (local)

Total- 1st year \$31,642.60 (\$28,243.00 (FED)+\$3,400.00 (LOCAL))

Breakdown- 1st year

Salaries and Wages-\$3,400 (\$34.00 (hourly rate) x 100/hrs)

Fringe benefits-\$9742.60 (\$14,000.00 (280 hrs x \$50) x 69.59%)

Travel-\$1,000.00 (\$500.00 conference x 2 persons)

Enforcement/Education Details-\$14,000.00 ((\$50.00 (hr hourly rate) x 280hrs)

Commodities-\$3,500.00 (\$1,625-Education reinforcements/\$1,875-Convertible Safety Seats)

Total- 1st year:\$31,642.60

2nd Year-Federal /Local

Salaries and Wages-\$4,267.20-(fed)\$0.00/\$4,267.20 (local)

Fringe benefits-\$11,579.77-(fed)\$11,579.77/\$-0.00 (local)

Travel-\$1,000.00-(fed)\$1,000.00/\$-0.00 (local)

Enforcement/Education Details-(fed)\$16,640.00/\$-0.00 (local)

Commodities-\$3,500.00-(fed)\$3,500.00/\$-0.00 (local)

Total- 2nd year-\$36,986.97 (fed)\$32,719.77/\$4,267.20 (local)

ACCEPTANCE OF CONDITIONS

Acceptance of Conditions can be found by [clicking here](#)

I agree to the Terms and Conditions outlined in Acceptance of Conditions document found above.

Draft

PROJECT LOCATION

Please check this box if the project is statewide

County to filter by:

Please check this box if the project is countywide  
Municipalities:

Draft







Gloucester County

FED-2013 - Gloucester County - 00078

ENFORCEMENT/ EDUCATION DETAILS

This page is for detailing overtime hours only. Overtime is generally reimbursed at \$50/hour. This can be adjusted in rare circumstances and is subject to review and approval.

If this page is not applicable, check this box and click SAVE or SAVE/NEXT.

Description	Number of Hours	Number of Staff	Hourly Rate	Federal Share	State/ Local Share	Total Amount
Officer OT rate: Education Efforts school/fitting station/classroom/nur	280	10	\$50.00	\$14,000		\$14,000
						\$0
						\$0
						\$0
						\$0
<b>Total:</b>	280	10		\$14,000	\$0	\$14,000



Gloucester County

FED-2013 Gloucester County-00078

CONTRACTUAL SERVICES

Contractual services are services of individual consultants or consulting firms engaged in performing special services pertinent to highway safety, or systems development for highway safety, or systems development for highway safety. The DHS must approve any contract for services before the contract is finalized. Estimates shall describe the scope of services to be performed and basis for calculating the fee to be charged in such terms as: Number of man-days of work at \$ per day, plus travel, overhead, and profit charges, etc.

If this page is not applicable, check SAVE or SAVE/NEXT.

Description	Federal Share	State/Local Share	Total Amount
			\$0
			\$0
			\$0
			\$0
			\$0
<b>Total:</b>	\$0	\$0	\$0



OTHER DIRECT COSTS

Cost of the equipment or non-expendable property provided for the highway safety activities. Equipment -

Means tangible, non-expendable, personal property having a useful life of more than one year and an acquisition cost of one thousand dollars (\$1000) or more per unit.

A. Equipment shall be used by grantee for the exclusive purpose for which it was acquired.

B. Equipment purchasing procedures should be initiated within 90 days of project approval.

C. Adequate maintenance procedures must be developed to keep to in good condition.

D. Property records must be maintained that include a description, a serial number cost location, and condition of the property.

E. No Equipment will be conveyed, sold salvaged, or transferred without the written approval of the Director or Deputy Director of the DHS.

If this page is not applicable, click SAVE or SAVE/NEXT.

Description	Federal Share	State/Local Share	Total Amount
			\$0
			\$0
			\$0
			\$0
			\$0
<b>Total:</b>	\$0	\$0	\$0

INDIRECT COSTS

Please contact DHTS for the latest policy regarding indirect costs.

If this page is not applicable, click **SAVE** or **SAVE/NEXT**.

Description	Federal Share	State/ Local Share	Total Amount
			\$0

DRAFT

Gloucester County

FED-2013-Gloucester County-00078

BUDGET SUMMARY

Budget Line Item	Federal Share	State/Local Share	Total Amount
Salaries and Wages	\$0	\$3,400	\$3,400
Fringe Benefits	\$9,743	\$0	\$9,743
Travel	\$1,000	\$0	\$1,000
Enforcement/Education Details	\$14,000	\$0	\$14,000
Miscellaneous Personal Services	\$0	\$0	\$0
Contractual Services	\$0	\$0	\$0
Commodities	\$3,500	\$0	\$3,500
Other Direct Costs	\$0	\$0	\$0
Indirect Costs			\$0
<b>Total:</b>	\$28,243	\$3,400	\$31,643

DRAFT

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

If this page is not applicable, check this box and click **SAVE** or **SAVE/NEXT**.

Certification regarding Debarment and Suspension can be found by [clicking here](#).

I agree to the Terms and Conditions outlined in the Certification regarding Debarment and Suspension document found above.

DRAFT

SIGNATURES

**Project Director Approval**

X I approve this application for submission  
Name: Paula Giampola

**Financial Director Approval**

I approve this application for submission  
Name:

**Authorizing Official Approval**

I approve this application for submission  
Name:

DRAFT



BOARD OF  
CHOSEN FREEHOLDERS

COUNTY OF GLOUCESTER  
STATE OF NEW JERSEY

FREEHOLDER DIRECTOR  
Robert M. Damminger

FREEHOLDER LIAISON  
Vincent H. Nestore Jr.



DEPARTMENT OF HUMAN  
SERVICES

DIRECTOR  
Lisa A. Cerny

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Woodbury, NJ 08096

Phone: 856.384.6870

Fax: 856.384.0207

[lcerny@co.gloucester.nj.us](mailto:lcerny@co.gloucester.nj.us)

[www.gloucestercountynj.gov](http://www.gloucestercountynj.gov)

TO: Paula Giampola

DEPARTMENT: Sheriffs Office

GRANT TITLE: FY2013 Child Passenger Safety (CPS) Grant

DATE: March 22, 2012

**CERTIFICATION LETTER**

The DEPARTMENT OF HUMAN SERVICES certifies that the enclosed Grant has been reviewed and meets the standard requirements

REVIEWED BY: [Signature]

REVIEWED BY: [Signature]  
Grants Coordinator

FREEHOLDER MEETING: April 4, 2012

New Jersey Relay Service - 711  
Gloucester County Relay Service  
(TTY/TTD) - (856)848-6616

## GRANT REQUEST FORM

INCLUDE THE GRANT APPLICATION AND COMPLETED PROPOSAL. IF THE GRANT PROVIDES FOR OUTSIDE CONTRACTING, INCLUDE AN EXPLANATION OF YOUR SELECTION PROCEDURES FOR SUB-GRANTEES. ALSO INCLUDE BUDGET WITH COUNTY ACCOUNT NUMBERS.

DATE: March 9, 2012

1. TYPE OF GRANT

NEW GRANT G02-12-222-000-00000  
XXXXX RENEWAL/CONTINUATION-PREVIOUS YR. BUDGET NUMBER

2. GRANT TITLE: FY2013 Child Passenger Safety (CPS) Grant

3. GRANT TERM: FROM: October 1, 2012 TO: September 30, 2013

4. COUNTY DEPARTMENT: Office of the Sheriff

5. DEPT. CONTACT PERSON & PHONE NUMBER: Paula L. Giampola 856-384-4601

6. NAME OF FUNDING AGENCY: NHTSA/FHWA-National Highway Traffic Safety Administration/Federal Highway Administration

7. BRIEF DESCRIPTION OF GRANT PROGRAM (TO BE USED FOR CLERK OF BOARD): Apply to NHTSA/FHWA for the FY2013 Child Passenger Safety Grant request in the amount of \$31,643-federal share \$28,243/local share \$3,400 Grant period 10/1/2012-09/30/2013. Provide education to caregivers and children the importance of child safety seats/seat belts to prevent fatalities and control the number and severity of injuries.

8. PERSONNEL-EMPLOYEE NAME & AMOUNT OF SALARY FUNDED THROUGH PROPOSED GRANT PROGRAM (INDICATE A NEW HIRE WITH AN ASTERISK "\*"):

NAME	AMOUNT	NAME	AMOUNT
n/a			

9. TOTAL SALARY CHARGED TO GRANT: \$ 3,400

10. INDIRECT COST (IC) RATE: \_\_\_\_\_%

11. IC CHARGED TO GRANT \$ \_\_\_\_\_

12. PRINGE BENEFIT RATE CHARGED TO GRANT: 69.59 %

13. DATE APPLICATION DUE TO GRANTOR April 30, 2012

14. FINANCIAL:	<u>REQUESTED</u>	<u>MANDATED</u>
GRANT FUNDS	<u>\$28,243</u>	
CASH MATCH		<u>\$3,400</u> (Attach Documentation)
IN-KIND MATCH	_____	_____
TOTAL PROGRAM BUDGET:	<u>\$31,643</u>	

15. DID YOU READ THE GRANT/CONTRACT AND UNDERSTAND ITS TERMS?  
 YES xxxx NO \_\_\_\_\_

16. HAS THE DESCRIPTION BEEN E-MAILED TO THE COUNTY GRANTS COORDINATOR, WHO WILL FORWARD IT TO THE CLERK OF THE BOARD. lcerny@co.gloucester.nj.us Yes xxx No \_\_\_\_\_

DEPARTMENT HEAD: Carmel M. Morina/plg  
 Signature

DATE: March 9, 2012

.....  
 Departmental Use Only

DATE RECEIVED BY GRANTS DIVISION: 3/9/12 dpc

DATE RECEIVED BY BUDGET OFFICE: \_\_\_\_\_

REVIEWED:

DEPARTMENT OF HUMAN SERVICES, GRANTS DIVISION:

1.   
 Signature

2. \_\_\_\_\_  
 Signature

2012 GLOUCESTER COUNTY BUDGET  
OTHER EXPENSE REQUEST EXPLANATIONS

2012 Budget

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		\$28,243

Department Sheriff

Form C-2

Department Code 270

Submission Date 03-09-12

Revision Date \_\_\_\_\_

Gloucester County

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Federal Tax ID # 216000660

D-U-N-S Number 957362247

CCR Registered?  Yes  No

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From 10/1/2012 To 9/30/2013

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Type of Application

Initial  Cont.  Year2  Year3

Is the applicant organization non-profit?  Yes  No

Are you a New Jersey State Agency (e.g. Division of State Police, Department of Community Affairs)?  Yes  No

Gloucester County

FED-2013-Gloucester County-00078

CONTACT INFORMATION

Project Director

Prefix: Mrs.  
First Name: Paula  
Last Name: Giampola  
Title: Administrative Clerk  
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Phone: 856 - 384 - 4601  
Fax: 856 - 384 - 4679  
E-Mail: pgiampola@co.gloucester.nj.us

Financial Director

Prefix: Mr.  
First name: GARY  
Last Name: SCHWARZ  
Title: TREASURER  
Address1: P O BOX337  
Address2:  
City: WOODBURY  
State: New Jersey  
Zip: 08096  
Phone: 856 - 853 - 3353  
Fax: 856 - 845 - 6234  
E-Mail: GSCHWARZ@CO.GLOUCESTER.NJ.US

Gloucester County

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CONTACT INFORMATION

Authorizing Official

Prefix: Mr.  
First Name: ROBERT  
Last Name: DAMMINGER  
Title: FREEHOLDER DIRECTOR  
Address 1: P O BOX 337  
Address 2:  
City: WOODBURY  
State: New Jersey  
Zip: 08096  
Phone: 856 - 853 - 3395  
Fax: 856 - 853 - 3308  
E-Mail: RDAMMINGERC@GLOUCESTER.NJ.US

DRAFT

NARRATIVE DESCRIPTION OF PROJECT

**Problem Statement**

Describe in detail the specific problem you are attempting to impact or correct. Objectives must be measurable and three years of data to support the problem is required. Indicate why your current program or activity is not adequate and explain past efforts to resolve the problem. Provide supporting data, facts, or statistics which substantiate the need for the project.

In 2009, there were nearly 62 million children age 14 and younger in the United States. This age group made up 20 percent of the total U.S. resident population in 2009. Motor vehicle crashes are the leading cause of death for ages 5 to 14. During 2009, there were a total of 33,808 traffic fatalities in the United States. The 14-and-younger age group accounted for 1,314 (4%) of those traffic fatalities, which is a 3-percent decrease from the 1,350 fatalities in 2008. In 2009, there were an additional 179,000 children age 14 and younger injured, which is a 7-percent decrease from the 193,000 children injured in 2008. An average of 4 children age 14 and younger were killed and 490 were injured every day in the United States in motor vehicle crashes during 2009.

In the 14-and-younger age group, males accounted for 56 percent of the fatalities and 50 percent of Research on the effectiveness of child safety seats has found them to reduce fatal injury by 71 percent for infants (younger than 1 year old) and by 54 percent for toddlers (1 to 4 years old) in passenger cars. For infants and toddlers in light trucks, the corresponding reductions are 58 percent and 59 percent, respectively. In 2009, there were 322 passenger vehicle occupant fatalities among children age 4 and younger. Of those 322 fatalities, where restraint use was known (298), 92 (31%) were totally unrestrained. Those injured in motor vehicle crashes during 2009.

Among children under age 5 in passenger vehicles, an estimated 309 lives were saved in 2009 by restraint use. Of those 309 lives saved, 284 were associated with the use of child safety seats and 26 with the use of adult seat belts. At 100 percent child safety seat use for children under age 5, an estimated 372 lives (that is, an additional 63) could have been saved in 2009. Over the period 1975 through 2009 an estimated 9,310 lives were saved by child restraints (child safety seats or adult seat belts).

Click the Browse button to add Problem Statement attachments.

**Objectives**

Describe objectives to be accomplished during the project. Objectives should be specific, clearly written, measurable, targeted to the problem identified and time framed.

**Objective**

A combination of use requirements, enforcement, public information, education, and incentives is necessary to achieve significant, lasting increases in safety belt usage, which will prevent fatalities and control the number and severity of injuries.

Click the Browse button to add Objectives attachments.

**Tasks**

PROGRAM MANAGEMENT

**Activities**

The Gloucester County Office of the Sheriff will have a centralized program planning, implementation and coordination to achieve and sustain high rates of safety belt/car seat use.

Evaluation is also important for determining progress and ultimate success of occupant protection programs.

The Gloucester County Office of the Sheriff will:

- Provide leadership, training, and technical assistance to other county/state agencies and local Child Passenger Safety Programs and projects;
- Convene a Child Passenger Safety advisory task force or coalition to organize and generate broad-based support for programs;
- Integrate Child Passenger Safety Programs into community/corridor traffic safety and other injury prevention programs;
- Evaluate the effectiveness of its Child Passenger Safety Programs

Gloucester County

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**Objective**

The Gloucester County Office of the Sheriff will enact and enforce Child Passenger Safety laws, regulations, and policies to provide clear guidance to the motoring public concerning motor vehicle occupant protection systems.

Click the Browse button to add Objectives attachments.

**Tasks**

LEGISLATION, REGULATION, AND POLICY

**Activities**

This legal framework should include:

Legislation, permitting primary enforcement, requiring all motor vehicle occupants to use the systems provided by the vehicle manufacturer and educational programs to explain their benefits and the correct way to use them;

Legislation, permitting primary enforcement, requiring children up to 40 pounds (or five years old if weight cannot be determined) to ride in a safety device certified by the manufacturer to meet all applicable Federal performance standards.

Gloucester County

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**Objective**

The Gloucester County Office of the Sheriff will have a strong law enforcement program, coupled with public information and education, to increase safety belt and child safety seat use.

Click the Browse button to add Objectives attachments.

**Tasks**

ENFORCEMENT PROGRAM

**Activities**

Written, enforced belt use policies for law enforcement agencies with sanctions for noncompliance to protect law enforcement officers from harm and for officers to serve as role models for the motoring public;  
Vigorous enforcement of public safety belt use and child safety seat laws, including citations and warnings;  
Accurate reporting of occupant protection system information on accident report forms, including use or non-use of belts or child safety seats, type of belt, and presence of and deployment of air bag;  
Public information and education (PI&E) campaigns to inform the public about occupant protection laws and related enforcement activities;  
Routine monitoring of citation rates for non-use of safety belts and child safety seats.

**Objective**

Provide public information and education programs. We will enlist the support of a variety of media, including mass media, to improve public awareness and knowledge about safety belts and child safety seats.

Click the Browse button to add Objectives attachments.

**Tasks**

PUBLIC INFORMATION AND EDUCATION PROGRAM

**Activities**

Increase rates of safety belt/child safety seat use, effectively manage public information program. Identify and target specific audiences and develop appropriate messages. Address the enforcement of the belt use and child passenger safety laws; the safety benefits of correct safety belt/child safety seat use. Capitalize on special events, such as nationally recognized safety and injury prevention weeks and local enforcement campaigns. Coordinate different materials and media campaigns where practicable. Use national themes and materials to the fullest extent possible; Publicize belt-use surveys and other relevant statistics; Involve media representatives in planning and disseminating public information campaigns; Encourage private sector groups to incorporate Child Passenger Safety Belt-use messages into their media campaigns; Take advantage of all media outlets: television, radio, print, signs, billboards, theaters, sports events, health fairs; and Evaluate all media campaign efforts.

Gloucester County

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**Objective**

The failure of drivers and passengers to use occupant protection systems is a major public health problem that must be recognized by the medical and health care communities.

Click the Browse button to add Objectives attachments.

**Tasks**

HEALTH/MEDICAL PROGRAM

**Activities**

The Gloucester County Office of the Sheriff will utilize health care providers as visible public spokespersons for belt use and child safety seat use;  
The Gloucester County Office of the Sheriff will provide information about availability of child safety seats through maternity hospitals and other pre-natal and natal care centers.

**Objective**

The Gloucester County Office of the Sheriff will vigorously promote the use of child safety seats. The states require every child up to 40 pounds to ride correctly secured in a child safety seat that meets Federal Motor Vehicle Safety Standards.

Click the Browse button to add Objectives attachments.

**Tasks**

CHILD PASSENGER SAFETY PROGRAM

**Activities**

Educate parents, pediatricians, hospitals, law enforcement, EMS and the general public about the safety risks to small children, the benefits of child safety seats, and their responsibilities for compliance with child passenger safety laws;

Encourage child safety seat retailers and auto dealers to provide information about child seat and vehicle compatibility, as well as correct use;

Require safe child transportation policies for certification of pre-school and day care providers;

Require hospitals to ensure that newborn and other small children are correctly secured in an approved child safety seat or safety belt upon discharge;

Make child safety seats available at affordable cost to low-income families, with appropriate education on how to use them; and

Encourage local law enforcement to vigorously enforce child passenger safety laws, including safety belt use laws as they apply to children.

**Objective**

The Gloucester County Office of the Sheriff will encourage extensive community involvement in child passenger safety by involving individuals and organizations outside the traditional highway safety community.

Click the Browse button to add Objectives attachments.

**Tasks**

OUTREACH PROGRAM

**Activities**

Community involvement broadens public support for the Gloucester County Office of the Sheriff and NJDHTS's programs and can increase the Gloucester County Office of the Sheriff's ability to deliver highway safety education programs. To encourage community involvement, we will:

- Establish a coalition or task force of individuals and organizations to actively promote use of Child Passenger Safety Education Programs ;
- Create an effective communications network among coalition members to keep members informed; and
- Provide materials and resources necessary to conduct Child Passenger Safety Education Programs, especially directed toward young people, in local settings.

**Objective**

The Gloucester County Office of the Sheriff will conduct several different types of evaluations to effectively measure progress and to plan and implement new program strategies.

Click the Browse button to add Objectives attachments.

**Tasks**

EVALUATION PROGRAM

**Activities**

Conduct and publicize countywide surveys of public knowledge and attitudes about Child Passenger Safety Education Programs ;  
Obtain monthly or quarterly data from law enforcement agencies on the number of safety belts and child passenger safety citations and convictions;  
Evaluate the use of program resources and the effectiveness of existing general public and target population education programs;  
Ensure that evaluation results are an integral part of new program planning and problem identification.

**Objective**

To conduct 3- Child Passenger Safety Checkpoint Enforcement Activities, to assure the children are secure in the vehicle at all times, which will reduce the number of injuries and fatalities to children while traveling in the motor vehicle.

Click the Browse button to add Objectives attachments.

**Tasks**

Coordinate with towns to schedule the details

**Activities**

To conduct three- 3 Child Passenger Safety Checkpoint Enforcement Activities. Make the community aware that this is the law and it is to be followed. In addition provide education to the parents, caregivers, grandparents so they can protect their children in the event of an accident. We've found that 52% of people surveyed, were involved in accidents within five miles from their home and 69% were involved in accidents within ten miles from their home. The community has to become aware that the thinking, "I'm just running to the store, he/she doesn't need to be in a car seat", is not acceptable. And they as the caregiver are responsible to assure they have done all they can do to protect their child. The first step, is assuring their child is properly restrained in a Car Seat/Booster Seat/Seat belt, depending on the guideline for their child.

**METHODOLOGY (METHODS)**

**Methodology (Methods)**

Describe activities and procedures which will be undertaken to achieve each objective. Fully describe what actions are necessary to help resolve the problem stated.

Increase the education regarding child safety seats usage to not only the children but the caregivers of those children 18 and under. In today's economy, it is very difficult to, as some would think, "pay for the extras". But, in reality, it is those extras such as Child safety seats that if supplied, save not only dollars but the lives of our children.

Providing child safety seats, enforcement and education of booster seats and seat belts in our schools, presenting the "Staying Safe in the Car" Booster Seat/Seat belt curriculum to a classroom or assembly of appropriate students. These events that are designed to educate a designated public group such as senior citizens, who now are raising their grandchildren as their own. Fitting Stations will educate the children and the caregivers in a family. These events will be coordinated Day Care for Children and State of New Jersey Schools. Community Education activity wherein a CPS Technician speaks to Parent/Teacher meeting, new parent classes, preschool staff and or parents, school transportation units to discuss child restraints, booster seats or seat belts, based on a prepared curriculum and identified need. Network with community organizations who provide services for the children. Such organizations would include DYFS (division of youth and family services), and Tri County Action Partnership, GC board of Social Services, Robins nest and Mother Child Shelter which would include programs such as "keeping children safe", these are only to name a few.

To conduct three- 3 Child Passenger Safety Checkpoint Enforcement Activities. Make the community aware that this is the law and it is to be followed. In addition provide education to the parents, caregivers, grandparents so they can protect their children in the event of an accident.

MILESTONES

Describe sequence of activities. Applications may include a time chart describing program activities.

**Task 1**

Educating Senior Citizens as Caregivers for Granchildren

**Activity 1**

Educating the Senior Citizens as Caregivers for their grandchildren on the proper car seat, booster seat, seat belt that should be used at all times to prevent injury to their grandchild. Scheduled Senior Citizens Gathering Days throughout county where instruction and education is provided by Certified Tech.

**Task 2**

Community Education Activities

**Activity 2**

Fitting station currently set up has produced the following results:

10/01/2011- 12/31/2011 (1st qtr)

37 hours, 57 seats checked, 0 seats replaced, 2 appointments, 153 questioned asked and answered, 81 brochures given out. Proper use of appropriate child restraints, enforcing the goal of reducing injuries and fatalities to children while traveling in a motor vehicle.

In addition to scheduling of community days, community events, day care, nursery schools, school assemblies through local municipalities, towns, cities and boroughs safety seat and educational give outs of those residents in need of replacement or of a car seat for child, grandchild, or family member.

EVALUATION

**Evaluation**

Describe how the expected results will be measured.

Administrative evaluation is required for all projects.

Impact evaluation is feasible only in a limited number of projects.

**Administrative (Performance) Evaluation**

Requires measuring the operational efficiency of task activities as they relate to the accomplishment of established goals and objectives. In measuring actual task activities, it compares them to:

1. the baseline or pre-task levels of the same activities.
2. the targeted levels of activity established for the task and the planned use of funds.

Records between current period: 2012 to 2013. Conduct & publicize county wide surveys of public knowledge attitudes about Child Passenger Safety Edu. Programs, Obtain mthly or qrtrly data from law enforcement agencies on the # of safety belt & child passenger safety citations & convictions; Evaluate the use of program resources, effectiveness of existing general public & target popltn edu. programs; Ensure evaluation results are an integral part of new program planning & problem identification.

**Impact (Efficiency) Evaluation**

A determination of the extent to which task operations and activities have contributed to the achievement of a objective related to crash involvement. We do not have statistics as to the person who was given a seat, if and when they had an accident, and if a child was injured fatality or non-fatality. Providing a safety seat to children has according to statistics, had an 80% lower risk of fatal injury than those not properly restrained. In addition, seats not properly installed were at a rate of 80%-90%.

We feel the distribution, properly assuring they are installed and fitted to the child and the instructions and education that is provided to the caregivers has made a major impact on what may have been or what has been avoided as a fatality or a non-fatality such as an injury to the child.

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EVALUATION

**Subsequent Years**

This is the last section of the proposal, but by no means the least important. We would like to know how you plan to continue your program when the grant funding phases out. This section does not apply to "one time only" grant application request, however, if you contemplate that the project will involve more than one year's financing with federal funds, please include for subsequent fiscal years the total amount estimated to be required broken down by source funding, example State, local, or federal.

Program will continue because it is a necessity to the community. County budget will have to be adjusted to cover such costs involved in this program.

1st Year-Federal Funding/Local Funding

Salaries and Wages-(fed)0.00/\$3,400.00(local)

Fringe benefits-(fed)\$9,742.60/\$0.00(local)

Travel-(fed)\$1,000.00/\$0.00(local)

Enforcement/Education-(fed)\$14,000.00/\$0.00(local)

Commodities-(fed)\$3,500.00/\$0.00(local)

Total- 1st year \$31,642.60 (\$28,243.00 (FED)+\$3,400.00 (LOCAL))

Breakdown- 1st year

Salaries and Wages-\$3,400 (\$34.00 (hourly rate) x 100/hrs)

Fringe benefits-\$9742.60 (\$14,000.00 (280 hrs x \$50) x 69.59%)

Travel-\$1,000.00 (\$500.00 conference x 2 persons)

Enforcement/Education Details-\$14,000.00 ((\$50.00 (hr hourly rate) x 280hrs))

Commodities-\$3,500.00 (\$1,625-Education reinforcements/\$1,875-Convertible Safety Seats)

Total- 1st year:\$31,642.60

2nd Year-Federal /Local

Salaries and Wages-\$4,267.20-(fed) \$0.00/\$4,267.20(local)

Fringe benefits-\$11,579.77-(fed) \$11,579.77/\$-0.00(local)

Travel-\$1,000.00-(fed) \$1,000.00/\$-0.00(local)

Enforcement/Education Details-(fed) \$16,640.00/\$-0.00(local)

Commodities-\$3,500.00-(fed) \$3,500.00/\$-0.00(local)

Total- 2nd year-\$36,986.97 (fed) \$32,719.77/\$4,267.20(local).

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ACCEPTANCE OF CONDITIONS

Acceptance of Conditions can be found by [clicking here](#)

I agree to the Terms and Conditions outlined in Acceptance of Conditions document found above.

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PROJECT LOCATION

Please check this box if the project is statewide

County to filter by:

Please check this box if the project is countywide  
Municipalities:

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FRINGE BENEFITS

List and compute dollar value for each fringe benefit separately. If the fringe is based on a percentage, indicate that percentage. If the fringe is based on a monthly cost, indicate that cost. Show total cost and percentage of fringe benefits.

If this page is not applicable, click SAVE or SAVE/NEXT.

Description	Name	Federal Share	State/Local Share	Total Amount
Pension-24.96%, Group Ins-36.85%, NJ Employment		\$9,743		\$9,743
FICA/Medicare-7.65%				\$0
280 hours x \$50 hour= \$14,000 x 69.59%= \$9,742				\$0
				\$0
				\$0
				\$0
<b>Total:</b>	<b>Total:</b>	<b>\$9,743</b>	<b>\$0</b>	<b>\$9,743</b>



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ENFORCEMENT/EDUCATION DETAILS

This page is for detailing overtime hours only. Overtime is generally reimbursed at \$50/hour. This can be adjusted in rare circumstances and is subject to review and approval.

If this page is not applicable, check this box and click SAVE or SAVE/NEXT.

Description	Number of Hours	Number of Staff	Hourly Rate	Federal Share	State/Local Share	Total Amount
Officer OT rate: Education Efforts school fitting station/classroom/nur	280	10	\$50.00	\$14,000		\$14,000
						\$0
						\$0
						\$0
						\$0
<b>Total:</b>	280	10		\$14,000	\$0	\$14,000

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MISCELLANEOUS PERSONAL SERVICES

Miscellaneous Personal Services include such items as telephone, postage, memberships, subscriptions, registration fees etc.

If this page is not applicable, click **SAVE** or **SAVE/NEXT**.

Description	Federal Share	State/Local Share	Total Amount
			\$0
			\$0
			\$0
			\$0
			\$0
<b>Total:</b>	\$0	\$0	\$0

CONTRACTUAL SERVICES

Contractual services are services of individual consultants or consulting firms engaged in performing special services pertinent to highway safety, or systems development for highway safety, or systems development for highway safety. The DHS must approve any contract for services before the contract is finalized. Estimates shall describe the scope of services to be performed and basis for calculating the fee to be charged in such terms as: Number of man-days of work at \$ per day, plus travel, overhead, and profit charges, etc.

If this page is not applicable, click **SAVE** or **SAVE/NEXT**.

Description	Federal Share	State/Local Share	Total Amount
			\$0
			\$0
			\$0
			\$0
			\$0
<b>Total:</b>	\$0	\$0	\$0



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OTHER DIRECT COSTS

Cost of the equipment or non-expendable property provided for highway safety activities.

Equipment -

Means tangible, non-expendable, personal property having a useful life of more than one year and an acquisition cost of one thousand dollars (\$1,000) or more per unit.

A. Equipment shall be used by grantee for the exclusive purpose for which it was acquired.

B. Equipment purchasing procedures should be initiated within 90 days of project approval.

C. Adequate maintenance procedures must be developed to keep to in good condition.

D. Property records must be maintained that include a description, a serial number cost location, and condition of the property.

E. No Equipment will be conveyed, sold salvaged, or transferred without the written approval of the Director or Deputy Director of the DHS.

If this page is not applicable, click SAVE or SAVE/NEXT.

Description	Federal Share	State/Local Share	Total Amount
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
<b>Total:</b>	\$0	\$0	\$0

INDIRECT COSTS

Please contact DHTS for the latest policy regarding indirect costs.

If this page is not applicable, click SAVE or SAVE/NEXT.

Description	Federal Share	State/Local Share	Total Amount
			\$0

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BUDGET SUMMARY

Budget Line Item	Federal Share	State/Local Share	Total Amount
Salaries and Wages	\$0	\$3,400	\$3,400
Fringe Benefits	\$9,743	\$0	\$9,743
Travel	\$1,000	\$0	\$1,000
Enforcement/Education Details	\$14,000	\$0	\$14,000
Miscellaneous Personal Services	\$0	\$0	\$0
Contractual Services	\$0	\$0	\$0
Commodities	\$3,500	\$0	\$3,500
Other Direct Costs	\$0	\$0	\$0
Indirect Costs			\$0
<b>Total:</b>	\$28,243	\$3,400	\$31,643

DRAFT

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

If this page is not applicable, check this box and click **SAVE** or **SAVE/NEXT**.

Certification regarding Debarment and Suspension can be found by [clicking here](#).

I agree to the Terms and Conditions outlined in the Certification regarding Debarment and Suspension document found above.

DRAFT

SIGNATURES

Project Director Approval

I approve this application for submission  
Name: Paula Giampola

Financial Director Approval

I approve this application for submission  
Name:

Authorizing Official Approval

I approve this application for submission  
Name:

Draft

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**RESOLUTION AUTHORIZING EXECUTION OF UTILITY EASEMENT AGREEMENT BETWEEN ATLANTIC CITY ELECTRIC COMPANY AND THE COUNTY OF GLOUCESTER FOR BLOCK 254.01, LOT 34.03**

**WHEREAS**, the County of Gloucester (hereinafter the "County") is the owner of certain land located in the State of New Jersey, County of Gloucester, Township of Mantua known as Block 254.01, Lot 34.03; and

**WHEREAS**, Atlantic City Electric Company, a New Jersey Corporation with an office located at 5100 Harding Highway, Mays Landing, New Jersey (hereinafter "ACE") requires a perpetual easement and right-of-way across lands owned by the County to install, operate, maintain, add to, extend, relocate and remove its electric and communications and other appropriate facilities and accessories owned by ACE; and

**WHEREAS**, ACE has provided to the County a Utility Easement Agreement for said purpose, which agreement is attached hereto and made a part of this Resolution.

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

1. The governing body does hereby approve and authorize the execution of the attached Utility Easement Agreement between the County, as the grantor, and ACE along the land specified in the Township of Mantua as Block 254.01, Lot 34.03 and as more particularly set out on the drawing attached to said Utility Agreement.

2. That the Director and the Clerk of the Board of Chosen Freeholders be and are hereby authorized to execute said Utility Easement Agreement on behalf of the County.

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, April 4, 2012, at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT N. DILELLA, CLERK**

GI

Block and Lot: 264.01, 34.03

Prepared By: Atlantic City Electric Company  
& Return to: Right of Way Department  
5100 Harding Highway  
Mays Landing, NJ 08330

**UTILITY EASEMENT AGREEMENT**

**THIS EASEMENT AGREEMENT**, made this 12<sup>th</sup> day of March, 2012, between County of Gloucester "Grantor" and ATLANTIC CITY ELECTRIC COMPANY, a New Jersey Corporation, with an office located at 5100 Harding Highway, Mays Landing, New Jersey 08330, hereinafter referred to as "ACE,"

**WITNESSETH:**

WHEREAS, Grantor is the owner of land located in the State of New Jersey, the County of Gloucester, which land abuts Lambs Rd, Mantua Twp.

For and in consideration of the payment by ACE of the sum of one dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, Grantor grants to ACE a perpetual easement and right of way and agrees as follows:

1. ACE shall have the right to install, operate, maintain, add to, extend, relocate and remove its ELECTRIC and COMMUNICATIONS, and other appropriate facilities, and accessories and appurtenances thereto to extend ACE's systems and to provide services to ACE's service areas; including any other cables, conduits, fibre optic cables and wires on, over, under and across Grantor's land which may become necessary to provide such services.
2. The facilities installed pursuant to this agreement shall remain the property of ACE and all maintenance, repairs and removals of said facilities shall be the responsibility of ACE.
3. ACE shall have the right to trim, remove, and/or otherwise maintain all trees and underbrush located 15 feet on each side of the centerline of ACE's facilities.
4. ACE shall have the rights of ingress, egress and regress to and over Grantor's land as necessary for the enjoyment of the rights granted herein.
5. Grantor agrees not to place any improvements, including trees or other foliage, within 10 feet of the opening side of any enclosed equipment installed under the terms of this Agreement and shall not construct any structures or improvements over or under the utility facilities permitted by this Agreement.
6. Grantor shall have the right to use the land covered by this Agreement for any lawful purpose not inconsistent with or in contravention of the rights of ACE.
7. Grantor covenants that it is seized of and has the right to convey the foregoing easement, rights and privileges; agrees that ACE shall have quiet and peaceable possession, use and enjoyment of the aforesaid easement, rights and privileges.
8. Grantor agrees that this Utility Easement Agreement shall be binding upon and inure to the benefit of Grantor and ACE and their respective heirs, personal representatives, administrators, successors and assigns.

- 9. Grantor hereby certifies that the actual monetary consideration paid for this Agreement is \$1.00.
- 10. ACE's utility facilities installed hereunder may, without further consideration, be relocated to conform to new or reestablished highway limits.

As agent on behalf of ACE, I certify that this document was prepared by ACE.



Name: Donald R Hoblitzell  
Title: Field Engineering Technician

WITNESS our hands and seals the day and year aforesaid.

ATTEST: (AFFIX CORPORATE SEAL)

County of Gloucester  
GRANTOR:

\_\_\_\_\_  
Name

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name (SEAL)

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

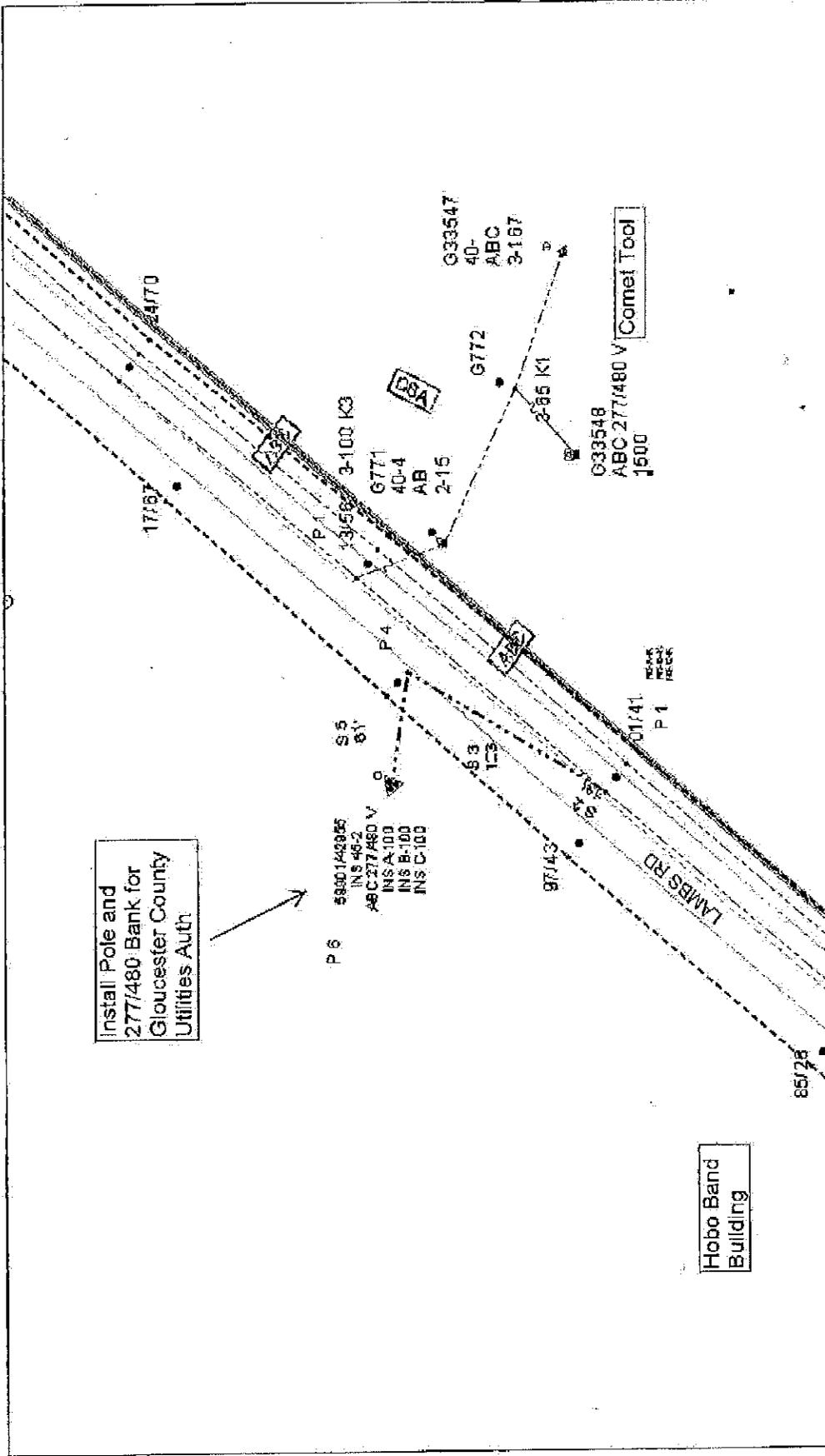
\_\_\_\_\_  
Title

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) SS  
\_\_\_\_\_ )

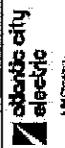
BE IT REMEMBERED, that on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,  
personally came before me, a notary public, the within named Grantor, \_\_\_\_\_  
\_\_\_\_\_ party(ies) to  
this indenture and known to me personally to be such, and acknowledged said Agreement to be his/her act of  
said individual(s) or the act and deed of the corporation or partnership for which he/she signed.

\_\_\_\_\_  
Notary Public

Notary  
Seal/Stamp Here



CustPh#: 908-298-8071	Customer: GCUA James Green Electrician		Proj. ID:
DesignPh#: 856-863-7912	Address: 852-LAMBS RD		Reference WR:
DesignName: Hobitzel, Donald R.	City: Pitman	State: NJ	Scale: 1" equals 75'
CityName: Barnsboro	City#: NJ1216	Description: Install 277/480 O/H Bank for Gloucester County Utilities Auth.	FR CCR -6
Protective Device Type:	Class of Service:	WSSC:	ROW:
Protective Device ID:	Jurisdiction:	Tree:	Easement:
OH Permits:	UG Permits:		
Permits:			



WR # 5600123  
Date: 3/1/2012  
PLOTTED BY: Maljk

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**RESOLUTION AUTHORIZING A SHARED SERVICES AGREEMENT BETWEEN  
THE COUNTY OF GLOUCESTER AND THE BOROUGH OF GLASSBORO  
FOR THE PROVISION OF LANDSCAPE DESIGN SERVICES**

**WHEREAS**, the Borough of Glassboro (“Borough”), located in the County of Gloucester, has a need for landscape design services for, but not limited to, the Glassboro School District to assist them in the assessment, design, and survey for creation of a playground area at the J. Harvey Rodgers Elementary School; and

**WHEREAS**, the County of Gloucester (“County”) employs a Landscape Design Architect in its Parks and Recreation Department; and

**WHEREAS**, the Borough has requested the County to make the Landscape Design Architect available to the Borough for the provision of such services; and

**WHEREAS**, the County and the Borough desire to enter into an agreement for the purpose of describing the nature of the services to be provided, and the relationship in this context of the parties, consistent with the terms and provisions of the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1, et seq., (hereinafter the “Act”); and

**WHEREAS**, the Act specifically authorizes local government units, including counties and municipalities, to enter into agreements for the provision of shared services.

**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 the Shared Services Agreement made by and between the County of Gloucester’s Landscape Design Architect and the Borough of Glassboro for the provision of landscape consultation services at the J. Harvey Rodgers Elementary school and other possible projects.

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, April 4, 2012, at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT N. DILELLA, CLERK**

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**SHARED SERVICES AGREEMENT BETWEEN THE  
COUNTY OF GLOUCESTER AND THE BOROUGH OF GLASSBORO  
FOR THE PROVISION OF LANDSCAPE DESIGN SERVICES**

**This Uniform Shared Services Agreement** (“Shared Services Agreement”), dated this 20th day of April 2011, by and between the **Borough of Glassboro**, a body politic and corporate of the State of New Jersey (hereinafter the “Borough”), and the **County of Gloucester**, a body politic and corporate of the State of New Jersey (hereinafter the “County”).

**RECITALS**

**WHEREAS**, the Borough, which is located in the County, has need for a Landscape Architect’s design services for a playground at the J. Harvey Rodgers School located on Dickenson Road in Glassboro; and

**WHEREAS**, the County employs a Landscape Design Architect in its Parks and Recreation Department; and

**WHEREAS**, the Borough has requested that County make its Landscape Design Architect available to the Borough for the provision of such services; and

**WHEREAS**, the County is willing and able to make its Landscape Design Architect available to the Borough; and

**WHEREAS**, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1, et seq. (hereinafter the “Act”), specifically authorizes local government units, including counties and municipalities, to enter into agreements for the provision of shared services.

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

**AGREEMENT**

**A. DESCRIPTION OF CERTAIN SERVICES.**

The County will make available to the Borough its Landscape Design Architect. The Landscape Design Architect will provide landscape design and consultation services to the Borough for a playground at the J. Harvey Rodgers School located on Dickenson Road in Glassboro.

**B. NO PAYMENT FROM TOWNSHIP TO COUNTY.**

The services to be provided by the County's Landscape Design Architect will be rendered by a full-time County employee. All other services, materials and the like, will be provided by the Borough. The parties agree that the Borough is not obligated to reimburse the County for the cost of the Landscape Design Architect's services.

**C. DURATION OF AGREEMENT.**

This Shared Services Agreement shall be effective on the date set forth below in Section G, and shall conclude no later than one (1) year from the effective date.

**D. LIMITATION OF DELEGATION; INDEMNIFICATION; INSURANCE.**

Neither County nor Borough intends by this Shared Services Agreement to create any agency relationship other than that which may be specifically required by the Act for the limited purpose of the County's Landscape Design Architect providing the services in connection with the project described in this Shared Services Agreement.

Notwithstanding any such agency relationship which may be created by the Act, the Borough hereby specifically agrees to indemnify and hold County harmless with regard to any claim of any kind, and with regard to cost for the same (including, without limitation, counsel fees, experts' costs, court costs and the like), arising out of any act or omission by the Borough and/or any of its agents or employees in connection with the performance of the services which are the subject of this Shared Services Agreement.

The Borough represents that it maintains General Liability and all other necessary and appropriate insurances related to the work to be performed, and the use to be made of the completed project. Simultaneously with the execution of this Shared Services Agreement, the Borough provide the County with Certificates of Insurance for the relevant policies, and shall provide that the County is named as an additional insured on such policies. The said insurance policies and coverage shall be acceptable to the County in its sole discretion.

**E. COMPLIANCE WITH LAWS AND REGULATIONS**

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

**F. 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 the County, the Borough, 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. **Counterparts.** This Shared Services Agreement may be simultaneously executed in several counterparts, each of which shall constitute an original document and all of which shall constitute but one and the same instrument.
5. **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.
6. **Further Assurances and Corrective Instruments.** The Borough and the County 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 Project, or to correct any inconsistent or ambiguous term hereof.
7. **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.
8. **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.
9. **Governing Law.** The terms of this Shared Services Agreement shall be governed by and construed, interpreted and enforced in accordance with the laws of the State of New Jersey applicable to agreements made and to be performed entirely within such State, including all matters of enforcement, validity and performance.

**G. EFFECTIVE DATE.** This Shared Services Agreement shall be effective as of April 4, 2012 which date shall be considered the commencement date of this Shared Services Agreement.

**ATTEST:**

**COUNTY OF GLOUCESTER**

ROBERT N. DILELLA, CLERK

ROBERT M. DAMMINGER, DIRECTOR

**ATTEST:**

**BOROUGH OF GLASSBORO**

PATRICIA FRONTINO, CLERK

LEO MCCABE, MAYOR

**RESOLUTION AUTHORIZING THE TRANSFER OF THE COUNTY'S OWNERSHIP INTEREST IN THE OPEN SPACE PROPERTY KNOWN AS BLOCK 12401, LOT 21.01, TOWNSHIP OF MONROE, PREVIOUSLY PURCHASED FOR CONSERVATION AND RECREATION PURPOSES, TO THE TOWNSHIP OF MONROE**

**WHEREAS**, the County of Gloucester (hereinafter "The County"), a body politic and corporate of the State of New Jersey, has determined that it would be in the best interests of the County to transfer its fifty percent (50%) interest in the land known as **Block 12401, Lot 21.01**, in the **Township of Monroe** (hereinafter the "Property") to the Township of Monroe (hereinafter the "Township") for open space, conservation and recreation purposes; and

**WHEREAS**, the County, and the Township, each currently hold a fifty percent (50%) undivided ownership interest in the Property, which is located in the Township; and the County desires to transfer its interest in the Property to the Township for its continued preservation as open space for conservation and recreational purposes; and

**WHEREAS**, the County and Township have both indicated a willingness to enter into an Agreement of Sale to transfer and convey the County's interest in the Property to the Township, so that it may be forever preserved as such.

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

1. The Agreement of Sale attached hereto, and made a part hereof, between **The County, and The Township**, in regard to the transfer of the County's entire fifty percent (50%) undivided ownership interest in the open space land and premises known as **Block 12401, Lot 21.01** in the **Township of Monroe**, County of Gloucester and State of New Jersey, is hereby approved; and the execution of same by the Freeholder Director or his designee, and the Clerk of the Board, be and the same hereby is authorized and directed.

2. The Freeholder Director or his designee, and the Clerk of the Board, be, and the same hereby are, authorized to execute any and all documents and instruments necessary to complete this transaction.

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

**ADOPTED** at a regular meeting of the Gloucester County Board of Chosen Freeholders held on Wednesday, April 4, 2012 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT N. DiLELLA, CLERK**

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Prepared By:

AUGUST E. KNESTAUT  
Assistant County Counsel  
County of Gloucester

**AGREEMENT OF SALE FOR REAL ESTATE**

**COUNTY OF GLOUCESTER**

**(SELLER)**

**TO**

**TOWNSHIP OF MONROE**

**(BUYER)**

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**IN CONSIDERATION OF** the mutual promises, covenants and conditions contained in this Agreement, the parties hereby agree as follows:

**1. Parties.** The parties to this Agreement, and their addresses, are as follows:

**SELLER: County of Gloucester, a body politic and corporate of the State of New Jersey,**  
1 North Broad Street  
Woodbury, NJ 08096,

(hereinafter referred to as "Seller"); **and,**

**BUYER: Township of Monroe, a municipal corporation of the State of New Jersey,**  
125 Virginia Ave.  
Williamstown, NJ 08094,

(hereinafter referred to as "Buyer").

**2. Agreement to Buy Property.** The Seller hereby agrees to bargain and sell to Buyer, and the Buyer hereby agrees to purchase from the Seller, the following property:

All of Seller's right, title and interest in and to the land, and any buildings and other improvements thereon, described as follows:

**Tax Map Reference:** Block 12401, Lot 21.01

**Street Address:** N/A

**Municipality:** Township of Monroe

**County:** Gloucester

**State:** New Jersey

(hereinafter referred to collectively as the "Property").

**3. Payment.** The Buyer agrees to pay Seller the purchase price of One Dollar and Zero Cents (\$1.00) for the Property, as follows:

By government check, subject to any adjustments, as set forth herein, as follows:

(a) Buyer, **Township of Monroe**, will pay One Dollar and Zero Cents (\$1.00).

**4. Adjustments at Closing.** The Buyer and Seller agree to adjust the following expenses, as of the date of closing: real property taxes, municipal water charges, sewer, rent, utilities and any other municipal liens and charges.

## 5. Physical Condition of Property.

- A. Risk of Damage.** The Property is being sold in "as is" condition with the Seller making no representations or warranties except as specifically provided in this Agreement; and Buyer is relying upon its own due diligence. The Seller agrees to deliver the Property at closing in its present condition, except for reasonable wear and tear.
- B. Inspections.** The Seller agrees to permit the Buyer's appraisers, engineers, inspectors, and surveyors ("Buyer's Representatives") to inspect the Property at any reasonable time prior to closing of title upon written notice to Seller. Buyer shall provide evidence of insurance coverage with respect to Buyer and Buyer's Representatives in form, substance and amount satisfactory to Seller prior to any such entry onto the Property. Buyer shall indemnify, defend and hold Seller harmless for any liability, claims or damages of any kind suffered as a result of inspections or entry by Buyer or Buyer's Representatives onto the Property. If closing under this Agreement does not occur, Buyer shall return the Property to its pre-inspection condition at Buyer's sole cost and expense.

## 6. Quality of Title.

- A. Transfer of Ownership.** At the closing, the Seller will transfer ownership of the Property to the Buyer. The Seller will give the Buyer a properly executed deed, and an adequate affidavit of title. If the Seller is a corporation, it will also deliver a corporate resolution authorizing the sale.
- B. Type of Deed.** A deed is a written document used to transfer ownership of property. Seller agrees to transfer title to the Property by a Bargain and Sale Deed with Covenants against Grantor's Acts. It is understood by the Buyer that the Property being conveyed herein is encumbered by Green Acres restrictions for preservation as open space for conservation and recreation purposes. The Buyer agrees to purchase and accept the Property subject to the Green Acres restrictions against disposal, or diversion to a use for other than recreation and conservation purposes.
- C. Quality and Insurability of Title.**
- (1) The title to be transferred shall be marketable title, and insurable at regular rates by a reputable title insurance company authorized and licensed to do business in the State of New Jersey. Title shall be subject to all existing easements, covenants and restrictions of record, if any. A violation of any easements, covenants or restrictions shall not be a reason for the Buyer refusing to complete settlement, as long as the title company insures the Buyer against actual loss at regular rates.
  - (2) Seller states to the best of Seller's knowledge that any buildings or other improvements on the Property are within its boundary lines. Seller also states to the best of its knowledge that no improvements on adjoining properties extend across the boundary lines of the Property. This shall not apply to any fences or hedgerow which may coincide with the boundary lines.

- (3) In the event that Seller is unable to transfer the quality of title required, and if Buyer is unwilling to accept Seller's title without a reduction of the purchase price, then Buyer or Seller may cancel this Agreement.

**7. Other Contingencies.** None

**8. Closing.** The closing under this Agreement shall be held at a reputable title company of the Buyer's choosing within ninety (90) days after the date that this Agreement is signed, sealed and delivered by the parties. The parties agree to use best efforts to ensure that closing occur within this ninety (90) day period. Time is of the essence.

**9. Possession.** At closing, Buyer will be given possession of the Property. The Property shall be sold free of any leases, licenses, tenancies or other contracts or agreements providing rights of possession; and possession of the Property shall be delivered at closing free and clear of all tenancies and other occupancies.

**10. Broker's Commission.** Buyer represents that it did not engage any real estate broker or brokerage organization to represent its interests with respect to the within contemplated sale. Seller represents that it did not engage or authorize any real estate broker or brokerage organization to display, show or offer the Property to the Buyer. The parties agree to save, hold harmless, indemnify and defend each other from and against any claims made by any real estate broker or brokerage organization for commissions or for damages resulting from a failure to pay real estate commission, where such claim is based in whole or in part on facts which are contrary to the representation herein made by the party against whom such indemnification is sought. The provisions of this Section 10 shall survive closing, and delivery of the Deed.

**11. Default.**

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

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

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

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

- (1) Fails to close on the Property as required by the terms of this Agreement;
- (2) Fails to comply with the written requirements of this Agreement; or,
- (3) Fails to cooperate under this Agreement with Seller in good faith.

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

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

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

**12. Costs and Liens at Closing.** At closing, Seller shall pay for the following settlement costs: deed preparation, lien payoffs, discharges and cancellations, unpaid taxes or utility costs, Seller's attorney's fees, and Seller's real estate brokerage fees, if any.

Buyer shall pay for the following settlement costs at the time of closing in addition to the balance of the purchase price: survey costs, hazard insurance, title report and insurance, title company settlement fee, appraisal fees, advance escrow for taxes, interest, insurance and deed recording fees.

Buyer warrants and represents that this sale transaction is fully exempt from the realty transfer fee; and further, that the transaction is not subject to rollback taxes. Buyer shall however be responsible to pay any realty transfer fee, or rollback taxes, that may be due and owing.

### **13. Miscellaneous Provisions.**

**A. Notices.** All notices or cancellations given under this Agreement shall be in writing, and given to all parties at the addresses of the parties specified in Section 1 of this Agreement. They may be given by:

- (1) personal delivery to the other party, or to the attorney for the other party, or
- (2) certified mail, return receipt requested; or delivery by a nationally recognized express delivery service, addressed to the other party at the address written at the beginning of this Agreement, or to the attorney for the other party. Notices given by certified mail, or express delivery, shall be effective when mailed.

**B. Assignment.** The Buyer may not transfer the Buyer's rights under this Agreement to another without the written consent of the Seller. The Seller shall not unreasonably withhold this consent, provided assignee is financially responsible.

**C. Recording of Agreement.** This Agreement shall not be recorded.

- D. Complete Agreement.** This Agreement is the entire agreement between the parties. This Agreement replaces and cancels any previous agreements or negotiations between the parties. This Agreement can only be changed by an agreement in writing signed by all parties. Seller has not made any other agreement to sell the Property to anyone else.
- E. Headings.** The headings of the sections herein are for convenience only, and shall not affect the meaning or interpretation of the contents of this Agreement.
- F. Parties Liable.** This Agreement shall be binding upon all parties who sign it, and all who succeed to their rights and responsibilities.
- G. Merger.** At closing, all of the promises and obligations contained in this Agreement shall be merged into and replaced by the settlement papers and the transfer of title. The only exception to this shall be material violations, material misrepresentations, material concealments and material undisclosed violations of this Agreement.
- H. Governing Law.** This Agreement shall be governed by, and construed in accordance with the laws of the State of New Jersey.
- I. Counterparts.** This Agreement may be signed in one or more copies. All such signed copies shall be considered an original Agreement, including copies transmitted by telecopy, electronic mail, or FAX, any one of which shall constitute an original of this Agreement. When facsimile copies have been executed by all parties, they shall have the same effect as if the signatures of each copy were upon the same document and copies of such documents shall be deemed valid as originals. The parties agree that all such signatures may be transferred to a single document upon the request of any party.

*[SIGNATURE PAGE FOLLOWS]*

**THIS AGREEMENT** is signed, sealed and agreed to by the undersigned on this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

**(SELLER)**

Witnessed or Attested By:

**COUNTY OF GLOUCESTER**

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

BY: \_\_\_\_\_  
**Robert M. Damminger, Freeholder  
Director**

**(BUYER)**

Witnessed Attested By:

**TOWNSHIP OF HARRISON**

\_\_\_\_\_

BY: \_\_\_\_\_  
**Mayor Michael F. Gabbianelli**

**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 E. THOMAS CLENDINING IN THE TOWNSHIP OF HARRISON KNOWN AS BLOCK 33, LOT 5.01, CONSISTING OF APPROXIMATELY 5.813 ACRES, FOR THE AMOUNT OF \$65,977.55 (CERTIFIED AT \$11,350.00 PER ACRE)**

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

**WHEREAS**, **E. Thomas Clendining**, having presented himself as the owner of the land and premises located in the **Township of Harrison** (hereinafter the "Township"), and known as **Block 33, Lot 5.01 on the Official Tax Map of the Township (hereinafter the "Property")**, which consists of approximately 5.813 acres; and made application to the County seeking to have the County purchase a development easement in the Property; and

**WHEREAS**, **E. Thomas Clendining**, as the owner of the Property, has indicated a willingness to execute a conditional Agreement of Sale to grant to the County a development easement in the Property, and to otherwise fully comply with the provisions of the Act and the Regulations which govern such an easement; and

**WHEREAS**, such a development easement would ensure that the Property remains permanently preserved, and restricted to agriculture uses only, which has been determined to be for the public good; and

**WHEREAS**, the purchase of a development easement in the Property has previously received Board approval; and

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

**WHEREAS**, the County would be providing the funds through its Farmland Preservation Program for the purchase of the said development easement in the amount of **\$65,977.55**, which is the total purchase price for same; and

**WHEREAS**, a Certificate of Availability of Funds has been issued by the County certifying that sufficient funds for this purchase have been appropriated; and

**WHEREAS**, the Purchasing Agent for the County has certified the availability of funds in the amount of **\$65,977.55**, pursuant to CAF# 12-02457, which amount shall be charged against budget line item T-03-08-509-372-20548; and

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

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

1. The County be, and the same hereby is, authorized to acquire a development easement in the premises known as **Block 33, Lot 5.01** in the Township of Harrison, County of Gloucester, State of New Jersey for **\$65,977.55**.
2. The conditional Agreement of Sale attached hereto, and made a part hereof, between the County and **E. Thomas Clendining**, in regard to the County's purchase of a development easement in the premises known as **Block 33, Lot 5.01** in the Township of Harrison, County of Gloucester, State of New Jersey, be, and the same hereby is, approved; and the signing of same by the Freeholder Director or his designee, and the Clerk of the Board, is authorized and directed.

3. The Freeholder Director or his designee, and the Clerk of the Board, be, and the same hereby are, authorized to execute any other documents necessary to complete this transaction.

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

**ADOPTED** at the regular meeting of the Gloucester County Board of Chosen Freeholders held on Wednesday, April 4, 2012, at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

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**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

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**ROBERT N. DILELLA, CLERK**

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CONTRACT TO SELL DEVELOPMENT EASEMENT

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E. THOMAS CLENDINING

TO

THE COUNTY OF GLOUCESTER

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CONTRACT TO SELL DEVELOPMENT EASEMENTS

Transaction Summary

SELLER: **E. Thomas Clendining**, having an address of 269 Clems Run Rd., Mullica Hill, NJ, 08062, (hereinafter referred to as the "Seller")

BUYER: **THE COUNTY OF GLOUCESTER**, with administrative offices at 1 North Broad Street, Woodbury, New Jersey 08096 (hereinafter "Buyer")

PROPERTY: **Lot 5.01, Block 33, in the Township of Harrison, County of Gloucester, and State of New Jersey** (hereinafter the "Property")

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

PRICE PER ACRE: \$ 11,350.00      ASSUMED ACREAGE: Approximately  
5.813 acres

ESTIMATED GROSS SALES PRICE: \$ 65,977.55

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

# OF EXCEPTION AREAS: **NONE.**

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

**WITNESSETH:**

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

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

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

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

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

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

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

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

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

**1.0. Definitions.**

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

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

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

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

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

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

**"Development Credit"** means an instrument of development potential

representative of the number of dwelling units or other designated development opportunities attributed or which might be attributed, currently or in the future, to the Property by a transfer-of-development-rights ordinance.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**2.4. LIKE KIND EXCHANGE.** Seller may elect to accomplish this sale as part of a like-kind exchange transaction. Seller shall be solely responsible for selecting the exchange property and

negotiating its purchase as well as for the preparation of all documents, forms and filings with respect to accomplishing such a transaction. Such an election shall not relieve or modify Seller's responsibility to perform pursuant to this agreement. The foregoing notwithstanding, nothing shall obligate Buyer to participate in a proposed like-kind exchange if any of the Buyer's advisors (attorneys, bond counsel, auditors or accountants) counsel against Buyer's participation.

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

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

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

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

**2.7.2. NO RELIANCE ON BUYER.** Seller shall not be entitled to rely on the opinions of Buyer, its staff, agents or employees or Buyer's advisors -- including Buyer's tax, legal and financial consultants -- with respect to any potential benefits that Seller might realize as a result of this transaction or as a result of Buyer's payment of the purchase price (or any part thereof) on an installment basis. Seller hereby acknowledges and agrees that Seller and Seller's successors, administrators, personal and legal representatives and assigns shall have no claim against the Buyer, its officers, agents, servants and contractors for any damages or otherwise in the event that the tax consequences of this transaction are not as Seller expects.

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

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

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

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

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

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

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

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

- a. Seller has no knowledge that the Property was ever used for the manufacture, refining, transportation, treatment, storage, handling or disposing of hazardous substances or toxic wastes of any nature other than in connection with use that was in accordance with commonly accepted agricultural practices.
- b. Seller has not placed any hazardous waste or hazardous substances on or under the Property, except in accordance with commonly accepted agricultural practices.
- c. Seller has no knowledge that hazardous substances were ever spilled on or buried in the Property.
- d. To Seller's knowledge there is neither an operating nor a closed landfill on the Property.
- e. To Seller's knowledge there are no hazardous waste or hazardous substances on or under the Property other than that used in connection with agricultural use of the Property in accordance with commonly accepted agricultural practices.
- f. Only those tanks described on Attachment C hereto are located on the Property.
- g. To the best of Seller's knowledge, none of the tanks containing fuel or hazardous substance on the Property are leaking and all comply with current governmental regulations pertaining thereto.

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

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

Buyer shall be responsible for the cost of said application.

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

**2.15. CONDEMNATION PROCEEDINGS.** Seller affirms and declares that no entity having the right to institute condemnation proceedings has done so as to all or any portion of the Property.

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

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

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

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

due Seller for each RDSO. The deduction for excepted acreage shall be the number which is the per-acre value attributed to the acreage of the land to be excepted.

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

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

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

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

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

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

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

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

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

**4.1. EVIDENCE OF SELLER'S TITLE.** Seller shall use its best efforts to provide Buyer with copies of any documents which evidence or confirm Seller's title to the Property which include, but are not limited to, copies of "marked up" title commitments and policies of title insurance. Said documents shall be provided within ten (10) days of the Effective Date of this agreement.

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

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

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

**4.5. SELLER'S PERFORMANCE REQUIRED NOTWITHSTANDING TITLE DISPUTE.** Seller shall not be relieved from performance notwithstanding Seller's dispute with the determination of Buyer's title company

and/or surveyor about the size of the Property owned by Seller. Buyer may elect, but is not required, to (a) extend the time for closing if Seller desires to establish Seller's good title to such portion of the Property deemed not insurable by the Buyer's title company or (b) complete the purchase for that portion of the Property that has been determined by Buyer's title company to be insurable at regular rates.

**5.0. SURVEY OF PROPERTY.** Seller agrees that as a condition to making this purchase, Buyer shall be entitled to obtain a survey of the Property by the surveyor of Buyer's choice, and at Buyer's expense. Seller agrees to cooperate with the surveyor in all respects. Execution of this agreement shall constitute Seller's authorization to Buyer's surveyors to enter upon the Property as necessary to complete the survey. Seller shall not be relieved from performance notwithstanding Seller's dispute with the determination of Buyer's surveyor about the boundaries of the Property. Seller shall be responsible for providing Buyer with a copy of any survey of the Property in Seller's possession within ten (10) days of the Effective Date.

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

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

**7.1. CONDITION OF THE PROPERTY.** Seller hereby represents, warrants and certifies to Buyer that the Property is

substantially and materially in the condition it was when Seller applied to the Program, and that Seller knows of no existing circumstance or condition which may impair agricultural use of the Property following closing.

**8.0. INDEMNIFICATION OF BUYER FOR HAZARDOUS CONDITION OF THE PROPERTY.** Seller hereby indemnifies and holds Buyer harmless from and against any and all claims which may be made by any parties that are involved in this transaction, judgments awarded, penalties assessed or orders entered, which now exist or which may subsequently exist of or pertaining to the discharge of hazardous substances from or onto the Property which discharges were determined to have occurred during Seller's period of ownership. Buyer's acceptance of a Deed of Easement from Seller conveying to Buyer the Nonagricultural Development Rights and Credits and an easement to the Property and Buyer's payment to Seller therefor shall not constitute nor be deemed to be an assumption of liability for any hazardous substances on or discharges from the Property, regardless of whether said discharge occurred or occurs prior or subsequent to closing.

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

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

**9.0 REDUCTION OF PROPERTY'S VALUE.** Seller acknowledges Seller's understanding that execution of the Deed of Easement and conveyance of the Property's nonagricultural Development Rights and Credits and an easement to Buyer may reduce the value of the Property. Seller agrees that acceptance of Buyer's payment to

it, computed in accordance with paragraphs 3 and 3.1, shall constitute full and complete consideration for Seller's execution of the Deed of Easement. Seller acknowledges and agrees that Seller shall have no further claim for compensation for any loss in value of the Property that may occur subsequent to closing which may be attributable to this sale.

**10.0. USE OF PROPERTY AFTER SALE.** Neither Buyer nor Seller makes any warranty to the other that economic market conditions will continue to make agricultural use of the Property a viable or profitable choice. Seller understands, acknowledges and agrees that Seller's sale of the Property's Nonagricultural Development Rights and Credits and an easement to Buyer shall permanently and forever restrict the Property to agricultural use regardless of whether Seller or any other person is subsequently able to make profitable use of the Property so restricted and that Seller shall have no claim for additional compensation from Buyer notwithstanding any inability to put or retain the Property for agricultural use.

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

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

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

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

the period to cure extends beyond the Commitment Period.

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

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

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

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

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

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

f. require Seller to replace soil removed from the Property in violation of paragraph 2.11 with topsoil approved as to quality by the NRCS.

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

**14. ASSIGNMENT OF AGREEMENT/TRANSFER OF PROPERTY.** Seller may not sell, transfer or convey the Property, in whole or in part, to any person unless the purchaser, transferee or assignee agrees to comply with and perform in accordance with the terms of this agreement. Seller shall be responsible for providing a writing acceptable to Buyer in which Seller's transferee or assignee agrees to comply with and be bound by the terms of this agreement. Seller may not assign this agreement without the approval of the Buyer, which approval shall not be unreasonably withheld.

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

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

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

**18. TIME FOR CLOSING.** Buyer shall notify Seller when all preconditions to consummation of this sale have been satisfied,

and Buyer is ready to schedule closing. Buyer and Seller shall establish a date for closing which is acceptable to both parties.

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

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

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

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

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

**23. GOVERNING LAW.** This agreement shall be governed by and construed in accordance with New Jersey law, and shall be subject to the requirements of all applicable laws and regulations adopted by State or Federal Non-County Funding Sources. If any provision of this agreement shall be or become invalid under any

law, such invalidity shall not affect the validity or enforceability of any other provision hereof.

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

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

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

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

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

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

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

SELLER:

E. Thomas Clendining

BY: \_\_\_\_\_  
E. Thomas Clendining

\_\_\_\_\_  
Social Security Number

BUYER:

COUNTY OF GLOUCESTER

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



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

**ATTACHMENT C - FUEL TANK DISCLOSURE**

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

**Tank No. 1:**

Location:

Contents:

Purpose (use):

Age (in years):

**Tank No. 2:**

Location:

Contents:

Purpose (use):

Age (in years):

**Tank No. 3:**

Location:

Contents:

Purpose (use):

Age (in years):

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

All property owners must sign:

**E. Thomas Clendining**

BY: \_\_\_\_\_  
**E. Thomas Clendining**

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

G4

COUNTY OF GLOUCESTER  
P. O. Box 337  
Woodbury, N. J. 08096

Certificate of Availability of Funds

TREASURER'S NO. 12-02457

DATE March 20, 2012

T-03-08-509-372-20548

BUDGET NUMBER - CURRENT YR \_\_\_\_\_ B \_\_\_\_\_ DEPARTMENT Land Preservation

AMOUNT OF CERTIFICATION \$65,977.55 COUNTY COUNSEL Gus Knestaut

DESCRIPTION: 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 E. Thomas Clendining, in the Township of Harrison, known as Block 33, Lot 5.01, consisting of approximately 5.813 acres, in the amount of \$65,977.55 (certified at \$11, 350.00 per acre).

VENDOR: Presidential Title Agency, Inc.

ADDRESS: PO Box 1367, 1546 Blackwood-Clementon Rd.

Blackwood, NJ 08012

  
DEPARTMENT HEAD APPROVAL

APPROVED   
PURCHASING AGENT

RETURNED TO DEPARTMENT  
 NOT APPROVED

DATE PROCESSED 3-22-12

April 4, 2012  
Freeholder Meeting

**RESOLUTION AUTHORIZING THE AWARD OF A SPLIT CONTRACT FOR THE GLOUCESTER COUNTY ANIMAL SHELTER FOR PROFESSIONAL VETERINARIAN SERVICES WITH PITMAN ANIMAL HOSPITAL FOR A MAXIMUM CONTRACT OF \$35,000.00, CROSS KEYS ANIMAL HOSPITAL FOR A MAXIMUM OF \$30,000.00 AND CLAYTON ANIMAL HOSPITAL FOR A MAXIMUM OF \$30,000.00 FROM APRIL 1, 2012 TO MARCH 31, 2013**

**WHEREAS**, the Gloucester County Board of Chosen Freeholders and the Gloucester County Animal Shelter seeks to reduce the amount of unwanted pets and the number of animals that must be euthanized each year within the County of Gloucester; and

**WHEREAS**, through its Spay/Neuter Program, prior to being released to a new owner, the Animal Shelter will continue to have the pet spayed or neutered at its own expense and at the time of adoption the new family will reimburse the County for all fees incurred; and

**WHEREAS**, there exists a need for the County of Gloucester to contract for spaying and neutering services and other services related to the sterilization of the animals in compliance with the Gloucester County Animal Shelter's Spay/Neuter Program; and, for emergency veterinary services during normal business hours in compliance with the County's Animal Control Program; and

**WHEREAS**, the County of Gloucester further seeks to employ a veterinarian to provide professional veterinary consulting services, training of personnel, and for the provision of a valid NJ State veterinary license for the purposes of obtaining prescription drugs and supplies as outlined within RFP 012-022; and

**WHEREAS**, the County requested proposals as to the aforementioned services via RFP 012-022, from interested providers and evaluated those proposals consistent with the County's fair and open procurement process and consistent with the terms and provisions of N.J.S.A. 19:44A-20.4; and

**WHEREAS**, the evaluation, based on the established criteria, concluded that **Dr. Robert Harris of Pitman Animal Hospital**, located at 654 N. Delsea Drive, Pitman, NJ 08071, is awarded a contract for a minimum contract amount of zero and a maximum contract amount of \$35,000.00, for spaying and neutering services, emergency veterinary services during normal business hours and Consulting Services from April 1, 2012 to March 31, 2013; and

**WHEREAS**, **Cross Keys Animal Hospital** located at 2071 Black Horse Pike, Williamstown, NJ 08094 is awarded a contract for a minimum contract amount of zero and a maximum contract amount of \$30,000.00 for spaying and neutering services and emergency veterinary services during normal business hours, from April 1, 2012 to March 31, 2013; and

**WHEREAS**, **Clayton Veterinary Associates** located at 820 N. Delsea Drive, Clayton, NJ 08312 is awarded a contract for a minimum contract amount of zero and a maximum contract amount of \$30,000.00 for spaying and neutering services and emergency veterinary services during normal business hours from April 1, 2012 to March 31, 2013; and

**WHEREAS**, the contracts shall be for estimated units of service, therefore, these contracts are open ended, which does not obligate the County of Gloucester to make any purchase; thereby, no Certificate of Availability of Funds is required at this time, and continuation of the contract beyond December 31, 2012 is conditioned upon the approval of the 2013 Gloucester County Budget; and

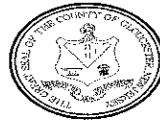
**WHEREAS**, this contract may be awarded pursuant to the provisions of the Local Public Contracts Law of the State of New Jersey in accordance with N.J.S.A. 40A:11-5(a)(i), in that the subject matter of the contract is for the provision of professional services.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Chosen Freeholders of the County of Gloucester that the Director of the Board and the Clerk of the Board are hereby authorized to execute the contracts between the County of Gloucester and Dr. Robert Harris of Pitman Animal Hospital, Cross Keys Animal hospital and Clayton Veterinary Associates for services as set forth in **RFP 012-022**, including sterilization and related services, for professional consultation services, and for emergency veterinary services for the period commencing April 1, 2012 and ending March 31, 2013.

**BE IT FURTHER RESOLVED** that prior to any services being provided, pursuant to the within agreement 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 the County budget out of which said funds shall be paid; 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.

**ADOPTED** at a regular meeting of the Gloucester County Board of Chosen Freeholders, County of Gloucester and State of New Jersey held on Wednesday, April 4, 2012 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ATTEST:**

**ROBERT M. DAMMINGER, DIRECTOR**

**ROBERT N. DI LELLA, CLERK**

**CONTRACT BETWEEN  
PITMAN ANIMAL HOSPITAL  
AND  
THE COUNTY OF GLOUCESTER**

**THIS CONTRACT** is made effective the 1<sup>st</sup> day of **April, 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 **PITMAN ANIMAL HOSPITAL**, 654 N. Delsea Drive, Pitman, NJ 08071, hereinafter referred to as "**Contractor**".

**RECITALS**

**WHEREAS**, there exists a need for the County to contract for spaying and neutering services and other services related to the sterilization of the animals in connection with the Gloucester County Animal Shelter's Spay/Neuter Program; and

**WHEREAS**, there exists a need for the County to contract for emergency veterinary services during normal business hours in connection with the County's Animal Control Program; and

**WHEREAS**, the County seeks to employ a veterinarian to provide professional veterinary consulting services, to provide training to shelter personnel, and to provide a valid NJ State veterinary license as outlined in the **RFP 012-022**; and

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

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

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

**TERMS OF AGREEMENT**

1. **TERM**. This Contract shall be effective for the period commencing April 1, 2012 and concluding March 31, 2013.
2. **COMPENSATION**. Contract shall be for estimated units of service, with the minimum contract amount of zero and a maximum contract amount of \$35,000.00, as per the RFP submitted by Contractor dated February 28, 2012.

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.

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

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

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

3. **DUTIES OF CONTRACTOR.** The specific duties of the Contractor shall be as set forth in the RFP #12-022, and Contractor's responsive proposal dated February 28, 2012, which are incorporated in their entirety and made a part of this Contract. Should there occur a conflict between this form of contract and RFP #12-022, this contract shall prevail.

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

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

A. Contractor 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. Contractor 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. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

B. The Contractor or subcontractor, where applicable, will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to 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 Contractor 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 Contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

E. The Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor pursuant to this Contract exceeds Ten Thousand Dollars (\$10,000.00) in a twelve-month period, Contractor will grant to the Department of Health and Human Services and/or the general Accounting Office access to such of Contractor's books, documents, and records as are necessary to verify the nature and extent of costs of services furnished under this Contract. Contractor agrees to grant such access until the expiration of four (4) years after the services are furnished under the contract. In the event that Contractor 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, Contractor 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 Contractor or any of its agents is required to maintain a license, or to maintain in force and effect any permits issued by any governmental or quasi-governmental entity in order to perform the services which are the subject of this Contract, then prior to the effective date of this Contract, and as a condition precedent to its taking effect, Contractor shall provide to County a copy of its current license and permits required to operate in the State of New Jersey, which license and permits shall be in good standing and shall not be subject to any current action to revoke or suspend, and shall remain so throughout the term of this Contract.

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

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

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

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

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

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

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

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

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

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

9. **INDEMNIFICATION.** The Contractor or subcontractor, where applicable, shall be responsible for, shall keep, save and hold the County of Gloucester harmless from, shall indemnify and shall defend the County of Gloucester against any claim, loss, liability, expense (specifically including but not limited to costs, counsel fees and/or experts' fees), or damage resulting from all mental or physical injuries or disabilities, including death, to employees or recipients of the Contractor's services or to any other persons, or from any damage to any

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

23. **CONTRACT PARTS.** This Contract consists of this Contract document, RFP #12-022 issued by the County of Gloucester and Contractor's responsive proposal dated February 28, 2012. Should there occur a conflict between this form of contract and the County's RFP #12-022 and Contractor's responsive proposal dated February 28, 2012, then this Contract shall prevail. Should there occur a conflict between this Contract or the RFP #12-022 and the Contractor's responsive proposal dated February 28, 2012, this Contract or the RFP, as the case may be, shall prevail.

**THIS CONTRACT** is made effective the 1<sup>st</sup> day of April, 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 Contractor has caused this instrument to be signed by its properly authorized representative and its corporate seal affixed the day and year first above written.

ATTEST:

COUNTY OF GLOUCESTER

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

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

ATTEST:

PITMAN ANIMAL HOSPITAL

\_\_\_\_\_  
DR. ROBERT W. HARRIS, V.M.D.

**CONTRACT BETWEEN  
CROSS KEYS ANIMAL HOSPITAL  
AND  
THE COUNTY OF GLOUCESTER**

**THIS CONTRACT** is made effective the 1<sup>st</sup> day of **April, 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 **Cross Keys Animal Hospital**, 2071 Black Horse Pike, Williamstown, NJ 08094, hereinafter referred to as "Contractor".

**RECITALS**

**WHEREAS**, there exists a need for the County of Gloucester to contract for spaying and neutering services and other services related to the sterilization of the animals in compliance with the Gloucester County Animal Shelter's Spay/Neuter Program; and

**WHEREAS**, there exists a need for the County of Gloucester to contract for emergency veterinary services during normal business hours in compliance with the County's Animal Control Program as set forth in **RFP 012-022**; and

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

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

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

**TERMS OF AGREEMENT**

1. **TERM.** This Contract shall be effective for the period commencing April 1, 2012 and concluding March 31, 2013.
2. **COMPENSATION.** Contract shall be for estimated units of service, with the minimum contract amount of zero and a maximum contract amount of \$30,000.00, as per the RFP submitted by Contractor dated March 6, 2012.

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

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

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

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

3. **DUTIES OF CONTRACTOR.** The specific duties of the Contractor shall be as set forth in the RFP #12-022, and Contractor's responsive proposal dated March 6, 2012, which are incorporated in their entirety and made a part of this Contract. Should there occur a conflict between this form of contract and RFP #12-022, this contract shall prevail.

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

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

A. Contractor 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. Contractor 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. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

B. The Contractor or subcontractor, where applicable, will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to 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 Contractor 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 Contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

E. The Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor pursuant to this Contract exceeds Ten Thousand Dollars (\$10,000.00) in a twelve-month period, Contractor will grant to the Department of Health and Human Services and/or the general Accounting Office access to such of Contractor's books, documents, and records as are necessary to verify the nature and extent of costs of services furnished under this Contract. Contractor agrees to grant such access until the expiration of four (4) years after the services are furnished under the contract. In the event that Contractor 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, Contractor 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 Contractor or any of its agents is required to maintain a license, or to maintain in force and effect any permits issued by any governmental or quasi-governmental entity in order to perform the services which are the subject of this Contract, then prior to the effective date of this Contract, and as a condition precedent to its taking effect, Contractor shall provide to County a copy of its current license and permits required to operate in the State of New Jersey, which license and permits shall be in good standing and shall not be subject to any current action to revoke or suspend, and shall remain so throughout the term of this Contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

23. **CONTRACT PARTS.** This Contract consists of this Contract document, RFP #12-022 issued by the County of Gloucester and Contractor's responsive proposal dated March 6, 2012, Should there occur a conflict between this form of contract and the County's RFP #12-022 and Contractor's responsive proposal dated March 6, 2012, then this Contract shall prevail. Should there occur a conflict between this Contract or the RFP #12-022 and the Contractor's responsive proposal dated March 6, 2012, this Contract or the RFP, as the case may be, shall prevail.

**THIS CONTRACT** is made effective the 1<sup>st</sup> day of April, 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 Contractor has caused this instrument to be signed by its properly authorized representative and its corporate seal affixed the day and year first above written.

**ATTEST:**

**COUNTY OF GLOUCESTER**

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

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

**ATTEST:**

**CROSS KEYS ANIMAL HOSPITAL**

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

**CONTRACT BETWEEN  
CLAYTON VETERINARY ASSOCIATES  
AND  
THE COUNTY OF GLOUCESTER**

**THIS CONTRACT** is made effective the 1<sup>st</sup> day of **April, 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 **CLAYTON VETERINARY ASSOCIATES**, with offices located at 820 N. Delsea Drive, Clayton, NJ 08312, hereinafter referred to as "**Contractor**".

**RECITALS**

**WHEREAS**, there exists a need for the County of Gloucester to contract for spaying and neutering services and other services related to the sterilization of the animals in compliance with the Gloucester County Animal Shelter's Spay/Neuter Program; and

**WHEREAS**, there exists a need for the County of Gloucester to contract for emergency veterinary services during normal business hours in compliance with the County's Animal Control Program as set forth in **RFP 012-022**; and

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

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

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

**TERMS OF AGREEMENT**

1. **TERM**. This Contract shall be effective for the period commencing April 1, 2012 and concluding March 31, 2013.

2. **COMPENSATION**. Contract shall be for estimated units of service, with the minimum contract amount of zero and a maximum contract amount of \$30,000.00, as per the RFP submitted by Contractor dated March 1, 2012.

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.

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

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

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

3. **DUTIES OF CONTRACTOR.** The specific duties of the Contractor shall be as set forth in the RFP #12-022, and Contractor's responsive proposal dated March 1, 2012, which are incorporated in their entirety and made a part of this Contract. Should there occur a conflict between this form of contract and RFP #12-022, this contract shall prevail.

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

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

A. Contractor 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. Contractor 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. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

B. The Contractor or subcontractor, where applicable, will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to 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 Contractor 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 Contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

E. The Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor pursuant to this Contract exceeds Ten Thousand Dollars (\$10,000.00) in a twelve-month period, Contractor will grant to the Department of Health and Human Services and/or the general Accounting Office access to such of Contractor's books, documents, and records as are necessary to verify the nature and extent of costs of services furnished under this Contract. Contractor agrees to grant such access until the expiration of four (4) years after the services are furnished under the contract. In the event that Contractor 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, Contractor 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 Contractor or any of its agents is required to maintain a license, or to maintain in force and effect any permits issued by any governmental or quasi-governmental entity in order to perform the services which are the subject of this Contract, then prior to the effective date of this Contract, and as a condition precedent to its taking effect, Contractor shall provide to County a copy of its current license and permits required to operate in the State of New Jersey, which license and permits shall be in good standing and shall not be subject to any current action to revoke or suspend, and shall remain so throughout the term of this Contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

23. **CONTRACT PARTS.** This Contract consists of this Contract document, RFP #12-022 issued by the County of Gloucester and Contractor's responsive proposal dated March 1, 2012. Should there occur a conflict between this form of contract and the County's RFP #12-022 and Contractor's responsive proposal dated March 1, 2012, then this Contract shall prevail. Should there occur a conflict between this Contract or the RFP #12-022 and the Contractor's responsive proposal dated March 1, 2012, this Contract or the RFP, as the case may be, shall prevail.

**THIS CONTRACT** is made effective the 1<sup>st</sup> day of April, 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 Contractor has caused this instrument to be signed by its properly authorized representative and its corporate seal affixed the day and year first above written.

ATTEST:

COUNTY OF GLOUCESTER

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

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

ATTEST:

CLAYTON VETERINARY ASSOC.

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

**BASIS OF AWARD**

(To be completed by County evaluation committee)  
(100 Point total will be used to determine the Award)

The County will select the vendor deemed most advantageous to the County, based on price and other factors considered.

**RFP -012-022 Veterinary Services- Pitman Animal Hospital**

EVALUATION FACTORS 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.	SCORE
<p>A. Proposal contains all required checklist information  <u>5</u> points  All required documentation submitted.</p>	5
<p>B. <u>Relevance and Extent of Qualifications, Experience, and Training of Personnel to be assigned</u>  All services including Emergency work, Consulting and Spay Neuter Services to be performed with very experienced staff.  <u>25</u> points</p>	24
<p>C. <u>Relevance and Extent of Similar Engagements performed</u>  Performs all duties as requested by Shelter Director. Vendor is currently performing all functions listed with experienced staff to perform duties listed in the RFP.  <u>25</u> points</p>	24
<p>D. <u>Plan for performing engagement is realistic, thorough, and demonstrates knowledge of requirements and personnel availability</u>  Vendor will perform all duties listed and is our current vendor for this Service. Very knowledgeable to perform all duties requested as well as providing a license for kennel operations..  <u>25</u> points</p>	24
<p>E. Reasonableness of Cost Proposal  Pricing is higher than indicated in the RFP. Daytime emergency rate remains at 65.00/ hr  <u>20</u> points</p>	14
<p><b>TOTALS</b></p>	91

**BASIS OF AWARD**

(To be completed by County evaluation committee)

(100 Point total will be used to determine the Award)

The County will select the vendor deemed most advantageous to the County, based on price and other factors considered.

**RFP -012-022 Veterinary Services- Cross Keys Animal Hospital**

EVALUATION FACTORS 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.	SCORE
<p>A. Proposal contains all required checklist information  <u>5</u> points  Once again only submitted one copy of the proposal.</p>	5
<p>B. <u>Relevance and Extent of Qualifications, Experience, and Training of Personnel to be assigned</u>  Bid on daytime emergencies. Currently performs this function for the County.  <u>25</u> points</p>	22
<p>C. <u>Relevance and Extent of Similar Engagements performed</u>  Currently performs emergency work as directed by Shelter Director. Vendor has done this work for the past 7 years.  <u>25</u> points</p>	23
<p>D. <u>Plan for performing engagement is realistic, thorough, and demonstrates knowledge of requirements and personnel availability</u>  Qualified to perform emergency duties as required. Only bid this service.  <u>25</u> points</p>	23
<p>E. Reasonableness of Cost Proposal  Pricing is higher than indicated in the RFP. Daytime emergency rate remains at 65.00/ hr  <u>20</u> points</p>	15
<p><b>TOTALS</b></p>	88

**BASIS OF AWARD**

(To be completed by County evaluation committee)  
(100 Point total will be used to determine the Award)

The County will select the vendor deemed most advantageous to the County, based on price and other factors considered.

RFP -012-022- Veterinary Services- Clayton Animal Hospital

EVALUATION FACTORS 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.	SCORE
<b>A. Proposal contains all required checklist information</b> <u>5</u> points All required documentation submitted.	5
<b>B. <u>Relevance and Extent of Qualifications, Experience, and Training of Personnel to be assigned</u></b> Bid on daytime emergencies and Spay neuter. <u>25</u> points	23
<b>C. <u>Relevance and Extent of Similar Engagements performed</u></b> Currently performs emergency work as directed by Shelter Director. <u>25</u> points	23
<b>D. <u>Plan for performing engagement is realistic, thorough, and demonstrates knowledge of requirements and personnel availability</u></b> Qualified to perform emergency duties as required. <u>25</u> points	22
<b>E. Reasonableness of Cost Proposal</b> Pricing is higher than indicated in the RFP. Daytime emergency rate remains at 65.00/ hr <u>20</u> points	14
<b>TOTALS</b>	87

**BASIS OF AWARD**

(To be completed by County evaluation committee)

(100 Point total will be used to determine the Award)

The County will select the vendor deemed most advantageous to the County, based on price and other factors considered.

RFP-12-022 – Veterinary Services – McCann

EVALUATION FACTORS 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.	SCORE
<p>A. <b>Proposal contains all required checklist information</b>  <u>5</u> points  All required documentation submitted.</p>	5
<p>B. <b><u>Relevance and Extent of Qualifications, Experience, and Training of Personnel to be assigned</u></b>  All services including Emergency work, Consulting and Spay Neuter Services to be performed with an experienced Veterinarian.   <u>25</u> points</p>	21
<p>C. <b><u>Relevance and Extent of Similar Engagements performed</u></b>  Vendor has worked in many similar engagements and is licensed in four (4) States.   <u>25</u> points</p>	21
<p>D. <b><u>Plan for performing engagement is realistic, thorough, and demonstrates knowledge of requirements and personnel availability</u></b>  Plan meets all expectations as required in the RFP. Due to distance this vendor will be used less than others.   <u>25</u> points</p>	20
<p>E. <b>Reasonableness of Cost Proposal</b>  Prices as indicated in the RFP. Also price per treated animal is less than proposed.   <u>20</u> points</p>	18
	85

**BASIS OF AWARD**

(To be completed by County evaluation committee)

(100 Point total will be used to determine the Award)

The County will select the vendor deemed most advantageous to the County, based on price and other factors considered.

**RFP-12-022 – Veterinary Services – Animal Welfare Association**

EVALUATION FACTORS 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.	SCORE
<p>A. <b>Proposal contains all required checklist information</b>  <u>5</u> points  All required documentation submitted.</p>	5
<p>B. <b><u>Relevance and Extent of Qualifications, Experience, and Training of Personnel to be assigned</u></b>  Vendor only applied to the Spay Neuter services. Listed six (6) staff to perform duties listed in the RFP.  <u>25</u> points</p>	20
<p>C. <b><u>Relevance and Extent of Similar Engagements performed</u></b>  Vendor listed similar engagements in the RFP with over 35 year's experience.  <u>25</u> points</p>	21
<p>D. <b><u>Plan for performing engagement is realistic, thorough, and demonstrates knowledge of requirements and personnel availability</u></b>  Vendor is a non-profit organization dedicated to controlling pet over-Population in SJ area. Blocks of time will be set aside for Shelter treatments. Due to distance this vendor will not be used as often as others.  <u>25</u> points</p>	20
<p>E. <b>Reasonableness of Cost Proposal</b>  Price listed are below what is indicated in the RFP.  <u>20</u> points</p>	17
<b>TOTALS</b>	<b>83</b>