

# RECOGNIZING MISS AMANDA ROSS

## Miss New Jersey Outstanding Teen 2012

*WHEREAS, the Miss New Jersey Outstanding Teen Pageant is a sister pageant of the Miss America scholarship organization and is open to girls 13 through 17, excluding high school seniors, and contestants in this preliminary pageant are judged on academic achievement, an interview with a panel of judges, on stage questioning, lifestyle and fitness, talent performance and gown modeling; and*

*WHEREAS, the Gloucester County Board of Chosen Freeholders congratulates, Amanda Ross, age 16, a Gloucester County Institute of Technology, School of Performing Arts Dance student who on January 28, 2012 was named as Miss New Jersey Outstanding Teen, is involved with many volunteer and community services, works as an advocate for children with disabilities and has adopted Autism Awareness as her pageant platform ; and*

*WHEREAS, Miss New Jersey Outstanding Teen Amanda Ross will represent New Jersey in Orlando, Florida in August, 2012 to compete nationally in the Miss America Outstanding Teen Pageant; and*

*NOW, THEREFORE, BE IT PROCLAIMED, that I, Robert M. Damming, as Director, and on behalf of the 2012 Gloucester County Board of Chosen Freeholders, Giuseppe (Joe) Chila, Lyman Barnes, Vincent H. Nestore, Jr. , Heather Simmons, Adam J. Taliaferro, and Larry Wallace do hereby recognize, and congratulate Miss New Jersey Outstanding Teen, Amanda Ross for serving as an outstanding ambassador for the citizens of Gloucester County.*

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

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*Robert M. Damming  
Freeholder Director*

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*Giuseppe (Joe) Chila  
Freeholder Deputy Director*

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*Lyman Barnes  
Freeholder*

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*Vincent H. Nestore, Jr.  
Freeholder*

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*Heather Simmons  
Freeholder*

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*Adam J. Taliaferro  
Freeholder*

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*Larry Wallace  
Freeholder*

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

## RECOGNIZING NORRIS SIMON

For Bravery and Life Saving Rescue on January 7, 2012

*WHEREAS, from time to time it is the desire of the Board of Chosen Freeholders to pay special tribute to individuals for courageous acts of heroism and dedication to the County of Gloucester; and*

*WHEREAS, Norris Simon, a Woodbury resident noticed signs of a fire in a neighboring residence rushed inside the home and extinguished some of the fire before fire responders arrived; and*

*WHEREAS, without heed to the risk in entering the burning home, Norris Simon rescued the resident, Laura Wilson and without regard for his safety, suffered from smoke inhalation following the fire in order to save the life of another; and*

*WHEREAS, Norris Simon is to not only be commended for this selfless heroic act but also for his acts of volunteerism in assisting in coaching the Woodbury Midget Football League and in supporting youth in community events; and*

*NOW, THEREFORE, BE IT PROCLAIMED, that I, Robert M. Damming, as Director, and on behalf of the 2012 Gloucester County Board of Chosen Freeholders, Giuseppe (Joe) Chila, Lyman Barnes, Vincent H. Nestore, Jr. , Heather Simmons, Adam J. Taliaferro, and Larry Wallace do hereby recognize and honor Norris Simon for his selfless act of heroism performed on January 7, 2012.*

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

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Robert M. Damming  
Freeholder Director

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Giuseppe (Joe) Chila  
Freeholder Deputy Director

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Lyman Barnes  
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Vincent H. Nestore, Jr.  
Freeholder

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Heather Simmons  
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Adam J. Taliaferro  
Freeholder

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Larry Wallace  
Freeholder

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

## RECOGNITION OF ARBOR DAY

Makayla Wenig, West End Memorial Elementary School  
2012 Arbor Day Essay Contest Winner

*WHEREAS, In 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees where this special day, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska and is now observed throughout the nation and the world; and*

*WHEREAS, in recognition of Arbor Day, 5<sup>th</sup> grade students in Gloucester County participated in an Arbor Day Essay Contest with the theme, "If There Were No Trees, What Kind of World Would It Be?" with the essay requirements of 100 words or less with the winning school to receive a Red Oak Tree, donated by the Gloucester County Parks and Recreation Department, planted on their school grounds; and*

*WHEREAS, Maykayla Wenig, a 5<sup>th</sup> grade student of West End Memorial Elementary School was named as the 2012 Winner of the Parks and Recreation Arbor Day Essay Contest having been chosen by Principal Vincent Myers; and*

*NOW, THEREFORE, BE IT PROCLAIMED, that I, Robert M. Damminger, as Director, and on behalf of the 2012 Gloucester County Board of Chosen Freeholders, Giuseppe (Joe) Chila, Lyman Barnes, Vincent H. Nestore, Jr. , Heather Simmons, Adam J. Taliaferro, and Larry Wallace do hereby celebrate Arbor Day and and congratulate **Makayla Wenig**, for her winning essay and urge Gloucester County residents to support efforts to protect our trees and woodland.*

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

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*Robert M. Damminger  
Freeholder Director*

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*Giuseppe (Joe) Chila  
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*Lyman Barnes  
Freeholder*

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*Vincent H. Nestore, Jr.  
Freeholder*

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*Heather Simmons  
Freeholder*

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*Adam J. Taliaferro  
Freeholder*

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*Larry Wallace  
Freeholder*

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

## **DESIGNATING APRIL as CHILD ABUSE PREVENTION MONTH**

*WHEREAS, we all have a responsibility, as individuals, neighbors, community members and citizens of GLOUCESTER COUNTY to help create healthy, safe and nurturing experiences for children; and*

*WHEREAS, safe and healthy childhoods help produce confident and successful adults; and*

*WHEREAS, child abuse and neglect often occurs when people find themselves in stressful situations, without community resources, and do not know how to cope; and*

*WHEREAS, the majority of child abuse cases stem from situations and conditions that are preventable in an engaged and supportive community; and*

*WHEREAS, child abuse and neglect can be reduced by making sure every family has the support they need and deserve to raise their children in a healthy environment; and*

*WHEREAS, it is recognized that no one person can do everything, but that everyone can do something, and together we can create a change for the better; and*

*WHEREAS, effective prevention programs succeed because of partnerships among agencies, schools, religious organizations, law enforcement agencies and the business community.*

**NOW, THEREFORE, BE IT PROCLAIMED**, that I, Robert M. Damming, as Director, and on behalf of the 2012 Gloucester County Board of Chosen Freeholders, Giuseppe (Joe) Chila, Lyman Barnes, Vincent H. Nestore, Jr., Heather Simmons, Adam Taliaferro and Larry Wallace do hereby proclaim **APRIL 2012 as Child Abuse Prevention Month in GLOUCESTER COUNTY**, and I urge all citizens to engage in activities that strengthen families and communities to provide the optimal environment for children to learn, grow and thrive so that all children can have the benefit of happy, healthy and safe childhoods.

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

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Robert M. Damming  
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Larry Wallace  
Freeholder

ATTEST:  
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Robert N. DiLella, Clerk

*~In Recognition of~*  
**PUSH AMERICA**

*WHEREAS, Push America, a non-profit organization was founded in 1977 by Pi Kappa Phi with the purpose of instilling lifelong service in its fraternity members and serving people with disabilities; and*

*WHEREAS, to date Push America has raised over \$15 million to benefit people with disabilities and organizations dedicated to their service; and*

*WHEREAS, since 1989, two of Push America's construction programs, Give-A-Push Week-ends and Push Camps, have provided 600,000 volunteer hours to help renovate over 100 facilities that serve people with disabilities; and*

*WHEREAS, every program of Push America has the goal of giving back to the community through a number of different grants; and*

*WHEREAS, PUSH AMERICA has awarded a \$5,000 dollar grant to purchase building supplies for Camp Sun-N-Fun, a program of The Arc Gloucester; and*

*WHEREAS, the PUSH AMERICA organization is also sending a volunteer group to Camp Sun-N-Fun on April 14<sup>th</sup>, 2012 to help complete the renovation process of the Camps Dining Hall; and*

*NOW, THEREFORE, BE IT PROCLAIMED, that I, Robert M. Damming, as Director, and on behalf of the 2012 Gloucester County Board of Chosen Freeholders, Giuseppe (Joe) Chila, Lyman Barnes, Vincent H. Nestore, Jr., Heather Simmons, Adam Taliaferro and Larry Wallace do hereby recognize PUSH AMERICA for its' generous grant and to commend and thank the volunteers for their selfless efforts in ensuring that individuals with developmental disabilities can have a better quality of life..*

*IN WITNESS WHEREOF, the Board of Chosen Freeholder have caused these presents to be executed and the seal of the County of Gloucester to be affixed this 14th day of April, 2012.*

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*Robert M. Damming*  
*Freeholder Director*

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*Giuseppe (Joe) Chila*  
*Freeholder Deputy Director*

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*Lyman Barnes*  
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*Freeholder*

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*Larry Wallace*  
*Freeholder*

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

*~In Recognition of~*  
**HOME DEPOT**

*WHEREAS, the HOME DEPOT in Mantua Township donated 56 windows for cabins at Camp Sun-N-Fun, a program of the Arc Gloucester; and*

*WHEREAS, this generous donation from Home Depot would not have been possible without the help, generosity and coordination of David Cornette, Pro Account Representative with Home Depot; and*

*WHEREAS, David Cornette and the Home Depot should be recognized and commended for their selfless dedication by ensuring that Camp Sun-N-Fun would not only have the windows it needed but by also organizing a volunteer work crew to help at Camp Sun-N-Fun on April 14<sup>th</sup>, 2012; and*

*WHEREAS, Home Depot has shown the true spirit of giving during these tough economic times and should be commended and recognized for its generous donation and proud of their employee David Cornette and others from Home Depot who are volunteering their time for such a worthy cause.*

*NOW, THEREFORE, BE IT PROCLAIMED, that I, Robert M. Damming, as Director, and on behalf of the 2012 Gloucester County Board of Chosen Freeholders, Giuseppe (Joe) Chila, Lyman Barnes, Vincent H. Nestore, Jr., Heather Simmons, Larry Wallace and Adam Taliaferro do hereby recognize the Home Depot of Mantua Township and David Cornette for their dedication in serving people with developmental disabilities.*

*IN WITNESS WHEREOF, the Board of Chosen Freeholders have caused these presents to be executed and the seal of the County of Gloucester to be affixed this 14<sup>th</sup> day of April, 2012.*

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Robert M. Damming  
Freeholder Director

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Adam Taliaferro  
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Larry Wallace  
Freeholder

ATTEST:

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Robert N. DiLella, Clerk

## In Recognition of Marshal Nickerson Achieving Rank of Eagle Scout

**WHEREAS**, the Gloucester County Board of Chosen Freeholders would like to take this time to honor and recognize **Marshal Nickerson** on his achievements as a member of the Boy Scouts of America, Troop 13; and

**WHEREAS**, in reaching his goal of Eagle Scout, **Marshal Nickerson**, achieved the ranks of Tenderfoot in December 2006, Second Class in February 2007, First Class in January 2008, Star in February 2009, Life in March 2010 and has distinguished himself by earning the *“Rank of Eagle Scout”*, the highest award offered by the Boy Scouts of America, on January 23, 2012; and

**WHEREAS**, **Marshal Nickerson** has held the leadership positions of Den Chief, Troop Guide, Historian, Patrol Leader and Quartermaster and has received the special awards of the Arrow of Light, 4 Attendance Awards, Firem’n Chit, Gettysburg, Kayaking, Manassas Historic Hike, Monmouth Trail, Paul Bunyon, Snorkeling, Totin’ Chip, Washington Crossing and World Conservation; and

**WHEREAS**, **Marshal Nickerson** received special Training in CPR – Adult in February, 2010 and T-13 Winter Camping in January, 2008. He attended Military School in Kentucky for 3 weeks in July, 2010 achieving the Rank of Cadet Private in the US Army Cadet Corps; and

**WHEREAS**, in addition to Scouting, **Marshal** has been involved in many varied activities in his School, and his Local Community. Marshal is a Junior Firefighter in Woolwich Twp, New Jersey, he holds a 1<sup>st</sup> Degree Black Belt in Karate and has earned a Varsity Letter for Wrestling at Kingsway Regional High School; and

**WHEREAS**, **Marshal Nickerson** exhibited his commitment to public service by selecting as his Eagle Scout project the refurbishment and painting of 86 fire hydrants in Swedesboro, New Jersey. All the hydrants were wire brushed, cleaned and painted silver. The hydrant tops were painted different colors to identify the size of the water main that it is attached to. This allows the officer and driver of the fire truck to identify what flow they would get out of each hydrant. The paint used was a reflective coating to allow for quick identification by the Fire Department in a time of emergency; and

**NOW THEREFORE, BE IT PROCLAIMED**, that I, Robert M. Damminger, as Director, and on behalf of the 2012 Gloucester County Board of Chosen Freeholders, Giuseppe (Joe) Chila, Lyman Barnes, Vincent H. Nestore, Jr., Heather Simmons, Adam J. Taliaferro and Larry Wallace do hereby **honor and recognize Marshal Nickerson for his leadership, personal achievements and dedicated service to his community.**

**IN WITNESS WHEREOF**, the Director and Clerk have caused these presents to be executed and the seal of the County of Gloucester to be affixed this 7<sup>th</sup> day of April, 2012.

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**Robert M. Damminger**  
Freeholder Director

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**Giuseppe (Joe) Chila**  
Freeholder Deputy Director

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**Lyman Barnes**  
Freeholder

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**Vincent H. Nestore, Jr.**  
Freeholder

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**Heather Simmons**  
Freeholder

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**Adam J. Taliaferro**  
Freeholder

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**Larry Wallace**  
Freeholder

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

**~ IN HONOR AND RECOGNITION OF ~  
DR. ANDREW JENSEN**

**WHEREAS**, the Gloucester County Board of Chosen Freeholders would like to take this time to honor and recognize **Dr. Andrew Jensen**, a founding father of the *South Jersey Vietnam Veterans Association* on Sunday, March 30, 2012. This Testimonial Dinner is being held at Villari's Lakeside Restaurant & Bar, 2375 Sicklerville Road, Sicklerville, New Jersey; and

**WHEREAS**, **Dr. Andrew Jensen** grew up in California, moving to Philadelphia after college to attend the Palmer Graduate School of Eastern University and to work as an Assistant Pastor. **Capt. Jensen** is a retired Navy Chaplain and holds a Masters degree from Princeton University and a Doctorate from Rutgers University; and

**WHEREAS**, shortly after his marriage to Kathleen, **Andrew Jensen** became a Navy Chaplain and served twenty-six years with the Navy and the Marine Corps seeing two tours of duty in Vietnam. For his naval service, **Capt. Jensen** has been awarded the *Navy Commendation Medal* the *Meritorious Service Medal* and the *Vietnam Service Medal*. **Capt. Jensen** retired from the Navy in 1981; and

**WHEREAS**, while in the Navy, **Dr. Jensen** helped establish "*Family and Psychological Service, Inc.*", a not-for-profit agency dedicated to providing professional mental health services and he has continued to serve as the Agency's Director, without pay, since his retirement from the Navy. In 1983, the Agency was awarded, and still holds, a contract from the Navy to provide therapy for Vietnam Veterans; and

**WHEREAS**, in 1984, **Dr. Jensen** and a group of Vietnam Veterans, founded the "*South Jersey Vietnam Veterans Association*" for the purpose of improving the image of Vietnam Veterans, to educate the general public about military personnel who served in Vietnam and for members to provide support to one another; and

**WHEREAS**, during his distinguished and honored career, **Capt. Jensen** has helped countless Veterans, especially those who served in Vietnam, with their emotional problems, in particular, Post Traumatic Stress Disorder. **Dr. Jensen** has visited many Veterans in prisons, hospitals and mental health centers and has also sat with the Veterans' spouses and children when needed; and

**WHEREAS**, **Dr. Jensen** and Kathleen have two sons, Drew, a retired Marine Corps Lieutenant Colonel and David, an FBI attorney and a Lieutenant Colonel in the Army Reserve JAG Corps. The **Jensen's** have six grandchildren; and

**NOW THEREFORE, BE IT PROCLAIMED**, that I, Robert M. Damminger, as Director, and on behalf of the 2012 Gloucester County Board of Chosen Freeholders, Giuseppe (Joe) Chila, Lyman Barnes, Vincent H. Nestore, Jr., Heather Simmons, Adam J. Taliaferro and Larry Wallace **do hereby honor, recognize and thank Dr. Jensen for his lifelong service to our Country's Armed Forces and the South Jersey Vietnam Veterans Association.**

**IN WITNESS WHEREOF**, the Director and Clerk have caused these presents to be executed and the seal of the County of Gloucester to be affixed this 30<sup>th</sup> day of March, 2012.

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**Robert M. Damminger**  
Freeholder Director

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**Giuseppe (Joe) Chila**  
Freeholder Deputy Director

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**Lyman Barnes**  
Freeholder

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**Adam J. Taliaferro**  
Freeholder

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**Larry Wallace**  
Freeholder

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

~ In Honor Of ~  
**James Rafferty**  
Upon His Retirement from Coaching  
**DELSEA REGIONAL HIGH SCHOOL**

*WHEREAS, the Gloucester County Board of Chosen Freeholders would like to take this time to honor and recognize James Rafferty for his 30+ years of coaching responsibilities at Delsea Regional High School; and*

*WHEREAS, James Rafferty is a graduate of Gloucester Catholic High School and Glassboro State College (now Rowan University) where he received a Bachelor of Arts Degree in Social Studies. He began his professional career at Delsea Regional High School teaching Social Studies in September, 1971; and*

*WHEREAS, while at Delsea, James Rafferty has coached boys' basketball, football, wrestling, girls' track and field and served as the assistant football coach for 33 years and still volunteers to assist the team. Additionally, he has been head coach for the girls' track and field team for over 23 years with an overall career record of 104-33-1 and lead the 2010-11 team to a state championship; and*

*WHEREAS, his coaching honors include NJSIAA Assistant Coach of the Year, National Federation of High School Athletics Northeast Coach of the Year, 2010 Inquirer Track and Field Coach of the Year and 2010 SJ Coach of the Year. James Rafferty was inducted in the Delsea Sports Hall of Fame in 2010; and*

*WHEREAS, James Rafferty is known for his dedication and passion to his athletes both on and off the field and will continue to impact the lives of students through his teaching of History and Sociology at Delsea Regional High School; and*

*WHEREAS, for the last 18 years, James Rafferty has held councilman responsibilities for the Borough of Oaklyn, currently serving on the public works committee. In 2006, James Rafferty was awarded the 2006 Camden County Freedom Medal for his unselfish contributions that reflect the dream of Dr. Martin Luther King, Jr.; and*

*WHEREAS, James Rafferty resides in Southern New Jersey and is a proud father of his son, James, and daughter, Theresa; and*

**NOW THEREFORE, BE IT PROCLAIMED, that I, Robert M. Damming, as Director, and on behalf of the 2012 Gloucester County Board of Chosen Freeholders, Giuseppe (Joe) Chila, Lyman Barnes, Vincent H. Nestore, Jr., Heather Simmons, Adam J. Taliaferro and Larry Wallace do hereby honor and recognize James Rafferty Upon his Retirement from Coaching at Delsea Regional High School.**

*IN WITNESS WHEREOF, the Director and Clerk have caused these presents to be executed and the seal of the County of Gloucester to be affixed this 17<sup>th</sup> Day of May, 2012.*

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**Robert M. Damming**  
Freeholder Director

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**Giuseppe (Joe) Chila**  
Freeholder Deputy Director

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Freeholder

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**Larry Wallace**  
Freeholder

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

**PROCLAIMING MAY  
AS  
OLDER AMERICANS MONTH**

**WHEREAS**, May is Older Americans Month and this year's theme is Never Too Old to Play; and

**WHEREAS**, Gloucester County is a community that includes 51,470 citizens aged 60 and older who are the roots from which our community grows, who bestow gifts of wisdom and insight upon younger generations, and strengthen the bonds between neighbors to create a better place to live; and

**WHEREAS**, Older Americans are among our most "treasured resources," united by historical experiences, strengthened by diversity and who interpret events through varied perspectives and backgrounds to bring wisdom and insight to our community; and

**WHEREAS**, Gloucester County is committed to helping older Americans maintain their health and independence in later life; and

**WHEREAS**, our community can provide opportunities to enrich citizens young and old by: emphasizing the value of including older Americans in public and family life, creating opportunities for older Americans to interact with people of different generations and providing services, technologies and support systems that allow older adults to participate in social activities in the community; and

**NOW THEREFORE, BE IT PROCLAIMED**, that I, Robert M. Damminger, as Director, and on behalf of the 2012 Gloucester County Board of Chosen Freeholders, Giuseppe (Joe) Chila, Lyman Barnes, Vincent H. Nestore, Jr., Heather Simmons, Adam J. Taliaferro and Larry Wallace proclaim May 2012 to be Older Americans Month and urge every citizen to take time this month to honor our older adults and the professionals, family members and volunteers who care for them.

**IN WITNESS WHEREOF**, the Director and Clerk have caused these presents to be executed and the seal of the County of Gloucester to be affixed this 15<sup>th</sup> day of May, 2012.

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**Robert M. Damminger**  
Freeholder Director

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**Larry Wallace**  
Freeholder

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

**DECLARING APRIL 22 – 28, 2012 AS  
“NATIONAL CRIME VICTIMS’ RIGHTS WEEK”  
GLOUCESTER COUNTY**

*WHEREAS, every individual, family and community has the right to live free from fear and harm; and*

*WHEREAS, in 2011, there were 3,062 victims of crime assisted by the Victim/Witness Advocacy Unit of the Gloucester County Prosecutor’s Office; and*

*WHEREAS, our nation’s victims’ rights discipline has contributed enormously to crime prevention, victim assistance and community safety; and crime victims and those who serve them are a significant force for positive changes that have resulted in improved victims’ rights and services, and laws which truly promote justice for all; and*

*WHEREAS, Gloucester County designates April 22 – 28, 2012 as “National Crime Victims’ Rights Week”, and in so doing joins the rest of the nation in recognizing the myriad good deeds and important work of crime victims and their advocates; and*

*WHEREAS, National Crime Victims’ Rights Week provides an opportunity for us to reshape the future for victims by honoring the past and reflecting on hard-won victories, and to recommit to working together to insist on better treatment for victims to help them overcome the harm caused by crime; and*

*WHEREAS, the Gloucester County Board of Chosen Freeholders wish to recognize the efforts of advocacy and law enforcement agencies in the County, and in particular, the Victim/Witness Advocacy Office, which is under the auspices of the Gloucester County Prosecutor’s Office.*

***NOW, THEREFORE, BE IT PROCLAIMED, that I, Robert M. Damminger, as Director, and on behalf of the 2012 Gloucester County Board of Chosen Freeholders, Giuseppe (Joe) Chila, Lyman Barnes, Vincent H. Nestore, Jr., Heather Simmons, Adam Taliaferro and Larry Wallace do hereby declare April 22 – 28, 2012 as “National Crimes Victims’ Rights Week” in Gloucester County.***

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

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*Robert M. Damminger*  
Freeholder Director

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*Larry Wallace*  
Freeholder

ATTEST:

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*Robert N. DiLella, Clerk*

**RECOGNIZING DOROTHY "DOT" BASS UPON HER RETIREMENT  
FRANKLIN TOWNSHIP FIRE DISTRICT # 3**

*WHEREAS, Dorothy "Dot" Bass was first elected to the Franklin Township Fire District # 3 Board of Commissioners in 1981 and has continuously served as a Commissioner until her retirement in February 2012; and*

*WHEREAS, Dorothy "Dot" Bass, through more than 31 years of service to the Fire District, also acted as Board Secretary and President of the Janvier Ladies Auxiliary; and*

*WHEREAS, Dorothy "Dot" Bass is better known by active members of the Fire District as "Mom Bass" for her countless hours bringing refreshments to fire calls and by being a staple at the fire house; and*

*WHEREAS, Dorothy "Dot" Bass has been active in the community in other facets such as the Franklin Township Historical Society, Franklin Township Recreation Commission and as a volunteer at Elmer Hospital; and*

*WHEREAS, Dorothy "Dot" Bass will be greatly missed as she leaves the Fire District Board of Commissioners to enjoy retirement with her family, especially her granddaughters who she often brought with her to assist on fire calls.*

*NOW, THEREFORE, BE IT PROCLAIMED, that I, Robert M. Damminger, as Director, and on behalf of the 2012 Gloucester County Board of Chosen Freeholders, Giuseppe (Joe) Chila, Lyman Barnes, Vincent H. Nestore, Jr., Heather Simmons, Adam Taliaferro and Larry Wallace do hereby honor and recognize Dorothy "Dot" Bass for her years of dedicated service to the citizens of Franklin Township and Gloucester County.*

*IN WITNESS WHEREOF, the Board of Chosen Freeholders have caused these presents to be executed and the seal of the County of Gloucester to be affixed this 31<sup>st</sup> day of March, 2012.*

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*Robert M. Damminger  
Freeholder Director*

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*Giuseppe (Joe) Chila  
Freeholder Deputy Director*

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*Larry Wallace  
Freeholder*

*ATTEST:*

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*Robert N. DiLella, Clerk*

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**RESOLUTION AUTHORIZING AND CONFIRMING SETTLEMENT  
OF THE WORKERS' COMPENSATION CLAIMS OF PETITIONERS,  
FRANK KIRCHER v. GLOUCESTER COUNTY, C.P. NO. 2010-6264; AND  
BERNARD DAVIS, III v. GLOUCESTER COUNTY, C. P. NO. 2008-5062**

**WHEREAS**, the Petitioners, Frank Kircher and Bernard Davis, III, have filed claims against the County of Gloucester with the State of New Jersey, Department of Labor, Division of Workers' Compensation; and

**WHEREAS**, the parties through Legal Counsel have reached a proposed resolution of the matters, said proposal having been received by the Court for reasonableness.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Chosen Freeholders of the County of Gloucester that disposition of the claims filed by the herein mentioned Petitioners are hereby authorized as follows:

<u>Claimant</u>	<u>Petition No(s).</u>	<u>Award Amt.</u>	<u>Event</u>
Frank Kircher	2010-6264	\$ 7,590.00 Under Section 20	Trip and fall
Bernard Davis, III	2008-5062	\$ 4,670.00	Fall

**BE IT FURTHER RESOLVED** that the appropriate legal representative of the County is hereby authorized to execute such documents as shall be necessary to effectuate the dispositions as set forth hereinabove.

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



**COUNTY OF GLOUCESTER**

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

**ATTEST:**

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

A2

**RESOLUTION AUTHORIZING AND APPROVING THE  
BILL LISTS FOR THE MONTH OF APRIL 2012**

**WHEREAS**, the Board of Chosen Freeholders of the County of Gloucester has received and reviewed the Bill List for the County as prepared, reviewed and approved by the County Treasurer for the monthly period ending April 13, 2012; and

**WHEREAS**, the County Treasurer has received and reviewed the Bill List for the Division of Social Services, including daily payments made by the Division and Administrative payments to be issued, which List has been reviewed and approved by the Division of Social Services Finance Officer, the Division of Social Services Director and the County Treasurer, for the monthly period ending April 13, 2012.

**NOW, THEREFORE, BE IT RESOLVED** that the County's Bill List for the period ending April 13, 2012, as prepared, reviewed and approved by the County Treasurer is hereby approved by the Gloucester County Board of Chosen Freeholders, and said Treasurer is authorized to render payment to each vendor appearing on said list.

**BE IT FURTHER RESOLVED** that the Division of Social Services' Bill List for the period ending April 13, 2012, as prepared, reviewed and approved by the Social Services Finance Officer, the Social Services Director and the County Treasurer, which List includes ratification of prior emergency payments made, is hereby approved and said Treasurer is authorized to render payment to each vendor appearing on said list.

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



**COUNTY OF GLOUCESTER**

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

**ATTEST:**

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

A3

**RESOLUTION REQUESTING APPROVAL OF THE DIRECTOR OF THE DIVISION OF LOCAL GOVERNMENT SERVICES TO ESTABLISH A DEDICATED TRUST BY RIDER; EMERGENCY RESPONSE, EMERGENCY MEDICAL SERVICE DONATIONS PURSUANT TO N.J.S.A. 40A:10-1 et seq.**

**WHEREAS**, permission is required of the Director of the Division of Local Government Services for approval as a dedication by rider of revenues received by the County of Gloucester when the revenue is not subject to reasonable accurate estimates in advance; and

**WHEREAS**, N.J.S.A. 40A:10-1 et seq. allows the County of Gloucester to receive amounts for costs incurred for Emergency Response, Emergency Medical Service Donations, and

**WHEREAS**, N.J.S.A. 40A:4-39 provides that the Director of the Division of Local Government Services may approve expenditures of monies by dedication by rider;

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

1. That the governing body of the County of Gloucester hereby requests permission of the Director of the Division of Local Government Services to pay expenditures for Emergency Response, Emergency Medical Service Donations as per N.J.S.A. 40A:4-39.
2. That the Clerk of the Board of Chosen Freeholders of the County of Gloucester is hereby directed to forward two (2) certified copies of this resolution to the Director of the Division of Local Government Services upon adoption.

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



**COUNTY OF GLOUCESTER**

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

**ATTEST:**

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

**CERTIFICATION**

I, *Robert N. DiLella*, Clerk of the Board of Chosen Freeholders of the County of Gloucester, State of New Jersey do hereby certify that the foregoing is a true and correct copy of a Resolution adopted by the governing body of the County of Gloucester, State of New Jersey at a regular meeting of said governing body held on April 18, 2012.

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

**RESOLUTION TO REAPPOINT MEMBERS TO THE  
GLOUCESTER COUNTY HUMAN SERVICES ADVISORY COUNCIL**

**WHEREAS**, the County of Gloucester Human Services Advisory Council by-laws require 21 members to serve on the Council; and

**WHEREAS**, the Human Services Advisory Council advises the Freeholders of the County of Gloucester on priorities for funding of social service programs serving the residents of the County; and

**WHEREAS**, vacancies currently exist and it is desirous of the County of Gloucester to fill said vacancies.

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

**SECTION 1.** The Board of Chosen Freeholders of the County of Gloucester hereby appoints **Caroline Benton and Gene Vernacchio** to the Human Services Advisory Council effective April 19, 2012 and terminating December 20, 2014.

**SECTION 2.** Said appointments are subject to and contingent upon strict compliance by the appointees to all applicable State and County financial/ethical disclosure laws, rules, regulations and requirements.

**SECTION 3.** This resolution shall take effect immediately.

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



**COUNTY OF GLOUCESTER**

**ATTEST:**

**ROBERT M. DAMMINGER, DIRECTOR**

**ROBERT N. DILELLA, CLERK**

AH

**XFINITY Connect**

tricountyappserv@comcast.net

Font Size

**LTR. for H.S.A.C.**

**From :** Caroline Benton  
**Subject :** LTR. for H.S.A.C.  
**To :** tricountyappserv@comcast.net

Fri, Dec 02, 2011 05:20 PM

CAROLINE BENTON

DECEMBER 2, 2011

ATTENTION: H.S.A.C.

I AM A LIFELONG RESIDENT OF GLOUCESTER COUNTY, HAVING LIVED HERE SINCE 1968. DURING THIS PERIOD I HAVE HAD THE OPPORTUNITY TO AVAIL MYSELF AND FAMILY OF THE SOCIAL SERVICE NETWORK. I HAVE ALSO HAD THE OPPORTUNITY TO VOLUNTEER FOR THE GLOUCESTER COUNTY BOARD OF ELECTIONS FOR MORE THAN 10 YEARS.

I AM NOW INTERESTED IN SERVING AS AN INFORMED MEMBER OF THE HUMAN SERVICES ADVISORY COUNCIL.

PLEASE CONTACT ME AT YOUR EARLIEST CONVENIENCE.

THANK YOU!

SINCERELY,

CAROLINE BENTON



# Gene Vernacchio

---

## Experience

2005-present Tri-County Community Action Partnership Bridgeton, NJ

### Program Planner

- Serve as program planner in the Planning Department of Tri-County Community Action Partnership.
- Chief responsibilities include grant applications, program planning and reporting, various committees and subcommittees, etc.

1997-2005 Courier-Post Newspaper Cherry Hill, NJ

### News Reporter/Gloucester County Bureau Chief

- Served as municipal beat reporter, covering people, politicians and issues in some of the region's fastest growing communities.
- In addition to reporting duties, I also served as Gloucester County Bureau Chief, supervising a staff of five reporters.

1996-1997 The Daily Journal Vineland, NJ

### Assistant Metro Editor

- Responsible for editing all local news content.
- Coordinated photo assignments with staff photographers and assembled daily news digests.
- Oversaw a staff of reporters, photographers and freelancers during evening hours.

1990-1996 The Daily Journal Vineland, NJ

### News Reporter

- Court reporter.
- Environment writer.
- Health and Science writer.

## Education

1984-1988 Glassboro State College (Rowan University)  
Glassboro, NJ

- B.A., Communications.

1980-1984 Gloucester Catholic High School Gloucester, NJ

**RESOLUTION AUTHORIZING THE EXECUTION OF A SHARED SERVICES AGREEMENT BETWEEN THE COUNTY OF GLOUCESTER AND THE GLOUCESTER COUNTY IMPROVEMENT AUTHORITY, GLOUCESTER COUNTY COLLEGE, AND GC SPECIAL SERVICES SCHOOL DISTRICT AND GC INSTITUTE OF TECHNOLOGY RELATIVE TO FINANCIAL ADVISORY SERVICES**

**WHEREAS**, the Gloucester County Improvement Authority, Gloucester County College, and Gloucester County Special Services School District and the Gloucester County Institute of Technology (“Local Units”), located in the County of Gloucester, have the need for professional financial advisory services in the creation of a request for proposal (RFP) for banking services and assistance analyzing proposals submitted; and

**WHEREAS**, the County of Gloucester (“County”), through the Department of the Treasurer has the capability to perform said services; and

**WHEREAS**, the Local Units have requested the County to provide them with such services; and

**WHEREAS**, the County is willing to do so; and

**WHEREAS**, N.J.S.A. 40A:65-1 et seq. 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 Shared Services Agreement between the County of Gloucester and the Gloucester County Improvement Authority, Gloucester County College, Gloucester County Special Services School District and Gloucester County Institute of Technology is hereby approved; and the Freeholder Director and Clerk of the Board be and are hereby authorized to execute this Shared Services Agreement for financial advisory services for the creation of an RFP for banking services and assistance analyzing proposals submitted, pursuant to said RFP.

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

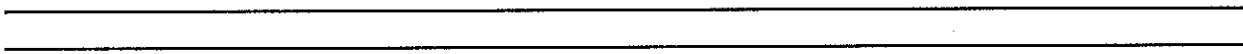


**COUNTY OF GLOUCESTER**

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

**ATTEST:**

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



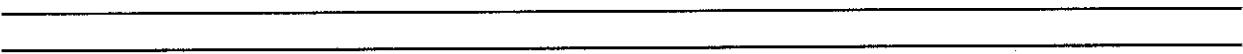
**SHARED SERVICES AGREEMENT**

by and between the

**COUNTY OF GLOUCESTER, NEW JERSEY**  
**and**  
**GLOUCESTER COUNTY SPECIAL SERVICES SCHOOL DISTRICT**  
**GLOUCESTER COUNTY COLLEGE**  
**GLOUCESTER COUNTY IMPROVEMENT AUTHORITY**  
**GLOUCESTER COUNTY VOCATIONAL-TECHNICAL SCHOOL**

**FOR USE OF THE COUNTY'S REQUEST FOR PROPOSAL AND FOR THE  
PREPARATION OF BANKING RFPS AND ASSISTANCE WITH THEIR ANALYSIS**

**Dated: JULY 1, 2012**



## SHARED SERVICES AGREEMENT

**THIS SHARED SERVICES AGREEMENT**, dated this 1<sup>st</sup> day of **July, 2012**, by and between the **COUNTY OF GLOUCESTER**, a body politic and corporate of the State of New Jersey (referred to as "County") and the **GLOUCESTER COUNTY COLLEGE, GLOUCESTER COUNTY IMPROVEMENT AUTHORITY, GLOUCESTER COUNTY SPECIAL SERVICES SCHOOL DISTRICT AND GLOUCESTER COUNTY INSTITUTE OF TECHNOLOGY** (referred to as "Local Units");and

### RECITALS

1. **The County of Gloucester** ("County") is a body politic and corporate of the State of New Jersey with main offices located at Two South Broad Street, Woodbury, NJ 08096;
2. **The Gloucester County College** ("Local Unit") is a corporation of the State of New Jersey with offices located at 1400 Tanyard Road, Sewell, NJ, 08080;
3. **The Gloucester County Improvement Authority** ("Local Unit") is a corporation of the State of New Jersey with offices located at 109 Budd Blvd., Woodbury, NJ 08096;
4. **The Gloucester County Special Services School District** ("Local Unit") is a corporation of the State of New Jersey with offices located at 1340 Tanyard Road, Sewell, NJ 08080;
5. **The Gloucester County Institute of Technology** ("Local Unit") is a corporation of the State of New Jersey with offices located at 1340 Tanyard Road, Sewell, NJ 08080;
6. **The Local Units** have a need for professional services, namely the financial advisory services in the creation of an RFP for Banking Services and assistance analyzing proposals submitted;
7. **The County** through the Department of the Treasurer has the capability for said purpose;
8. N.J.S.A. 40:A.65-1 et seq. specifically provides a mechanism through which counties and Local Units may enter into an agreement for the provision of Shared Services

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

## AGREEMENT

### **A. DESCRIPTION OF SERVICES.**

Services shall be for the provision of Financial Advisory services in connection with creating an "RFP" for Banking Proposals for the County and its related Local Units, and assisting the County and those local units in the review of said proposals. In addition to the County of Gloucester, the Local Units include the Gloucester County Improvement Authority, the Gloucester County College, Gloucester County Special Services School District, and the Gloucester County Institute of Technology.

### **B. PAYMENT FROM MUNICIPALITY TO COUNTY.**

Each Local Unit listed in this Agreement shall make a payment to the County for the provision of the above-described services for a fee of \$1,300.00. Payment shall be made on or before May 31, 2012.

### **C. DURATION OF AGREEMENT.**

This agreement shall be effective for a period of three (3) years, commencing on July 1, 2012 and concluding on June 30, 2015.

### **D. LIMITATION OF DELEGATION.**

To the extent that this agreement constitutes a delegation of authority by the County to the local Units, this agreement shall not be construed to delegate any authority other than the authority to perform the services described in this agreement.

Neither County nor any Local Units intend by this Agreement to create any agency relationship other than that which may be specifically required by the Shared Services Agreement Act for the limited purpose of performing the obligations of the County pursuant to the Agreement.

The parties recognize that currently there may be certain legal relationships existing between the parties with regard to other activities of the parties, and nothing in this Agreement shall be construed to be in derogation of those relationships.

### **E. INDEMNIFICATION OF COUNTY.**

- (a) During the Term of this Shared Services Agreement, the Local Unit shall indemnify and shall hold the County, the members of the Board and its officers, agents and employees harmless against, and the Local Unit shall pay any and all, liability, loss, cost, damage, claims, judgment or expense, of any and all kinds or nature, which shall be imposed by law, which the County, the members of the Board or its officers, agents and employees may sustain or may be subject to or may be caused to incur by reason of any claim, suit or action which is based upon personal injury, death, or damage to property, whether real, personal or both, or upon or arising out of any services performed by County in connection with the work described in this Agreement. The Local Unit shall be responsible for the performance of these promises to indemnify and defend only with

regard to claims asserted in connection with the performance of services by the County for the Local Unit.

- (b) The Local Unit at its own cost and expense, shall defend any and all such claims, suits and actions which may be brought or asserted against the County, the members of the Board or its officers, agents or employees; provided, however, that this provision shall not be deemed to relieve any insurance company which has issued a policy of insurance of its obligation to defend the County, the Local Unit and any other insured party which may be named in such policy or insurance in connection with any claims, suits or actions which are covered by the terms of such policy.
- (c) The County and Local Unit agree as follows:
  - (i) The County shall give an authorized Local Unit representative prompt written notice of the filing of each such claim and the institution of each such suit or action, and the Local Unit shall give an authorized County representative prompt written notice of the filing of each such claim and the institution of each such suit or action;
  - (ii) The County shall not, without the prior written consent of the Local Unit, adjust, settle or compromise any such claim, suit or action with respect to the Project, and the Local Unit shall not, without the prior written consent of the County, adjust, settle or compromise any such claim, suit or action with respect to the Project; and

**F. COMPLIANCE WITH LAWS AND REGULATIONS.**

Each party to this Agreement shall at its own cost and expense promptly comply with, or cause to be complied with, all laws, rules, regulations, and other governmental requirements, which may be applicable to the performance of the services, described in this Agreement. Specifically, the County will, in performing its services, comply with all applicable laws, rules, and regulations concerning the conduct of such soliciting, interviewing, and related services concerning consideration of employees for hire.

**G. MISCELLANEOUS.**

1. **Amendment.** This 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 Local Unit and their respective successors and assigns.
3. **Severability.** In the event that any provision of this Shared Service 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 Local Unit 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 applicable to agreements made and to be performed entirely within such State, including all matters of enforcement, validity and performance.

**H. EFFECTIVE DATE.** This Shared Services Agreement shall be effective as of July 1, 2012, which shall be considered the commencement date of this Agreement.

**ATTEST:**

**COUNTY OF GLOUCESTER**

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

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

**ATTEST:**

**GLOUCESTER COUNTY COLLEGE**

\_\_\_\_\_  
**By: MR. FREDERICK KEATING**

**ATTEST:**

**GLOUCESTER COUNTY SPECIAL  
SERVICES SCHOOL DISTRICT**

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**By: MR. MICHAEL DICKEN**

**ATTEST:**

**GLOUCESTER COUNTY  
IMPROVEMENT AUTHORITY**

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**By: MR. CHARLES FENTRESS**

**ATTEST:**

**GLOUCESTER COUNTY  
INSTITUTE OF TECHNOLOGY**

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**By: MR. MICHAEL DICKEN**

**RESOLUTION AUTHORIZING A CONTRACT WITH SOUTH STATE, INC. IN THE AMOUNT OF \$1,431,989.20 FOR COUNTY ENGINEERING PROJECT #11-03FA**

**WHEREAS**, the County of Gloucester (hereinafter the "County") advertised for the receipt of public bids for the construction of the resurfacing and roadway safety improvements to Buck Road (CR553) from 1000' N. of Clayton Avenue (CR608) to the Salem County Line in the Townships of Elk and Franklin, Gloucester County," Federal Project #STP-0144(109) Construction, Engineering Project #11-03FA (hereinafter the "Project"); and

**WHEREAS**, bids were publicly received and opened for the Project by the County on March 28, 2012; and

**WHEREAS**, after following proper public bidding procedure, it was determined that South State, Inc. (hereinafter "South State"), with an office address of P.O. Box 68, Bridgeton, NJ 08301, was the lowest responsive and responsible bidder to construct the Project, as set forth in the specifications for the Project, for a total contract amount of \$1,431,989.20; and

**WHEREAS**, the County's Purchasing and Engineering Departments recommend the award of a contract to South State for the Project in the amount of \$1,431,989.20; and

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

**WHEREAS**, the Purchasing Agent for the County has certified the availability of funds for this contract in the amount of \$1,431,989.20, pursuant to C.A.F. #12-02896, which amount shall be charged against budget line item C-04-12-012-165-12228.

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Chosen Freeholders of the County of Gloucester that the Freeholder Director, and Clerk of the Board, be and are hereby authorized to execute a contract with South State for the Project in the amount of ONE MILLION FOUR HUNDRED THIRTY ONE THOUSAND NINE HUNDRED EIGHTY-NINE DOLLARS AND TWENTY CENTS (\$1,431,989.20), per the prices submitted in its bid, and contingent upon approval by the NJ Department of Transportation.

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



**COUNTY OF GLOUCESTER**

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

**ATTEST:**

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

B1

**CONTRACT BETWEEN  
COUNTY OF GLOUCESTER  
AND  
SOUTH STATE, INC.**

**THIS CONTRACT** is made effective this 18<sup>th</sup> day of **April, 2012**, by and between the **COUNTY OF GLOUCESTER**, a body politic and corporate, with administrative offices at 2 South Broad Street, Woodbury, New Jersey 08096, hereinafter referred to as "**County**", and **SOUTH STATE, INC.**, a New Jersey Corporation, with offices at PO Box 68, Bridgeton, NJ 08302, hereinafter referred to as "**Contractor**".

**RECITALS**

**WHEREAS**, there exists a need for the County to contract for all labor and material required concerning the construction of the County road improvements project known as: "Resurfacing and Safety Improvements to Buck Road (CR553) from 1000' N. of Clayton Avenue (CR608) to the Salem County Line in the Townships of Elk & Franklin, Gloucester County", Federal Project #STP-0144(109), Engineering Project #11-03FA (hereinafter the "Project"); and

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

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

**TERMS OF AGREEMENT**

1. **COMMENCEMENT OF SERVICES.** Contractor shall commence services for the Project upon the County issuing a Notice to Proceed to the Contractor; and the Contractor shall complete all work required for substantial completion of the Project within sixty (60) days after the issuance of the Notice to Proceed.

2. **COMPENSATION.** Contractor shall be compensated in the amount of **\$1,431,989.20** for all labor and materials required to construct the **Project**, as per the Specifications issued by the County identified as **11-03FA** (hereinafter the "Specifications"), and the unit prices set out in the Contractor's bid for the Project (hereinafter the "Bid").

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

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

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

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

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

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

4. **FURTHER OBLIGATIONS OF THE PARTIES.** During the performance of this Contract, the 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 permit held by Contractor, or its agents.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

not be available with regard to disputes concerning the bid solicitation or award process or the formation of contracts or subcontracts entered into pursuant to the New Jersey Local Public Contracts Law.]

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

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

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

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

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

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

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

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

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

- D. **Procedure to Request Mediation.** Either party may demand mediation by written notice to the other party. The written notice shall contain at minimum (1) a brief statement of the nature of the dispute, and (b) the name, address and the phone number of that party's designated representative for purposes of mediation. The other party shall designate its representative for mediation in writing no later than five (5) business days after receipt of the demand for mediation.

The respective designees shall thereupon promptly, and with due regard for the need for timely action, choose a mediator. If the parties cannot agree on a mediator, they shall choose a reputable mediation firm.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

22. **CONTRACT PARTS.** This Contract consists of this Contract document, and the Specifications, and the Bid, all of which are referred to and incorporated herein by reference. Should there occur a conflict between this form of Contract and the Specifications, then this Contract shall prevail. If there should occur a conflict between either this form of Contract or the Specifications and the Bid, then this Contract and the Specifications shall prevail.

**THIS CONTRACT** is effective as of this 18<sup>th</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. DI LELLA, CLERK**

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

**SOUTH STATE, INC.**

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

\_\_\_\_\_  
(Please Print Name)

81

Office of the County Engineer  
 County of Gloucester  
 Proposed Resurfacing and Safety Improvements to Buck Road (CR553)  
 from 1000' N. of Clayton Avenue (CR608) to the Salem County Line  
 in the Townships of Elk & Franklin, Gloucester County  
 Federal Project #STP-01.44(109) Construction  
 Engineering Project #11-03FA

Bid Date: Wednesday, March 28, 2012

Bid Time: 10:00 am

SUMMARY OF BIDS



SPECIFICATION NO. 11-03FA

Item No.	Description	Approx. Quantity	Unit	bidder 1 of 4		bidder 2 of 4		bidder 3 of 4		bidder 4 of 4	
				Unit Price	Amount						
1	Construction Layout	1	L.S.	\$100.00	\$100.00	\$4,283.30	\$4,283.30	\$20,000.00	\$20,000.00	\$8,000.00	\$8,000.00
2	Clearing Site	1	L.S.	\$41,000.00	\$41,000.00	\$70,000.00	\$70,000.00	\$50,000.00	\$50,000.00	\$30,000.00	\$30,000.00
3	Excavation, Unclassified	200	C.Y.	\$1.00	\$200.00	\$4.00	\$800.00	\$5.00	\$1,000.00	\$75.00	\$15,000.00
4	HMA Milling, 3" or less	71,000	S.Y.	\$1.00	\$71,000.00	\$1.00	\$71,000.00	\$1.25	\$88,750.00	\$3.00	\$213,000.00
5	Hot Mix Asphalt 12.5 H 64 Surface Course, 2 1/2" Thick	10,750	Ton	\$68.00	\$731,000.00	\$69.00	\$741,750.00	\$70.00	\$752,500.00	\$71.00	\$763,250.00
6	Hot Mix Asphalt 9.5 H 64 Leveling Course	1,000	Ton	\$55.00	\$55,000.00	\$1.00	\$1,000.00	\$48.00	\$48,000.00	\$0.01	\$10.00
7	Tack Coat	4,500	Gal.	\$0.01	\$45.00	\$0.01	\$45.00	\$0.01	\$45.00	\$0.01	\$45.00
8	Prime Coat	250	Gal.	\$0.01	\$2.50	\$0.01	\$2.50	\$0.01	\$2.50	\$0.01	\$2.50
9	Dense Graded Aggregate Base Course, 6" Thick	1,000	S.Y.	\$2.00	\$2,000.00	\$1.00	\$1,000.00	\$4.00	\$4,000.00	\$2.00	\$2,000.00
10	Hot Mix Asphalt 19 M 64 Base Course, 4" Thick	1,000	S.Y.	\$3.50	\$3,500.00	\$13.00	\$13,000.00	\$10.00	\$10,000.00	\$10.00	\$10,000.00
11	9" x 16" Concrete Vertical Curb	800	L.F.	\$27.00	\$21,600.00	\$22.00	\$17,600.00	\$15.00	\$12,000.00	\$25.00	\$20,000.00
12	Concrete Driveway, Reinforced, 6" Thick	50	S.Y.	\$85.00	\$4,250.00	\$55.00	\$2,750.00	\$50.00	\$2,500.00	\$55.00	\$2,750.00
13	Hot Mix Asphalt Driveway, 2" Thick	700	S.Y.	\$10.00	\$7,000.00	\$15.00	\$10,500.00	\$25.00	\$17,500.00	\$30.00	\$21,000.00
14	No Item	-	-	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
15	Bicycle Safe Grates	8	Unit	\$300.00	\$2,400.00	\$250.00	\$2,000.00	\$350.00	\$2,800.00	\$250.00	\$2,000.00
16	Curb Piece	8	Unit	\$300.00	\$2,400.00	\$300.00	\$2,400.00	\$275.00	\$2,200.00	\$250.00	\$2,000.00
17	Reset Existing Castings	20	Unit	\$1.00	\$20.00	\$0.01	\$0.20	\$30.00	\$600.00	\$1.00	\$20.00
18	"U" Post Inserts	200	Unit	\$35.00	\$7,000.00	\$35.00	\$7,000.00	\$30.00	\$6,000.00	\$90.00	\$18,000.00
19	Concrete Sidewalk, 4" Thick	150	S.Y.	\$55.00	\$8,250.00	\$50.00	\$7,500.00	\$50.00	\$7,500.00	\$54.00	\$8,100.00
20	Detectable Warning Surfaces. ( Brick Pavers )	10	S.Y.	\$200.00	\$2,000.00	\$270.00	\$2,700.00	\$260.00	\$2,600.00	\$220.00	\$2,200.00
21	Rip - Rap Stone Slope Protection, 12" Thick, D50 = 6"	100	S.Y.	\$55.00	\$5,500.00	\$30.00	\$3,000.00	\$30.00	\$3,000.00	\$75.00	\$7,500.00
22	Removal of Traffic Stripes	1500	L.F.	\$0.50	\$750.00	\$0.50	\$750.00	\$0.50	\$750.00	\$0.50	\$750.00
23	Traffic Markings, Thermoplastic	8,500	L.F.	\$2.40	\$20,400.00	\$2.45	\$20,825.00	\$2.40	\$20,400.00	\$2.50	\$21,250.00
24	Traffic Stripes, Long Life, Epoxy Resin 4"	67,000	L.F.	\$0.25	\$16,750.00	\$0.26	\$17,420.00	\$0.25	\$16,750.00	\$0.26	\$17,420.00

SUMMARY OF BIDS



SPECIFICATION NO. 11-03FA

Item No.	Description	Approx. Quantity	bidder 1 of 4		bidder 2 of 4		bidder 3 of 4		bidder 4 of 4		
			Unit Price	Amount							
25	Regulatory and Warning Signs	1,600	S.F.	\$21.00	\$33,600.00	\$27.50	\$44,000.00	\$20.00	\$32,000.00	\$25.00	\$40,000.00
26	Removal of RPM	150	Unit	\$0.01	\$1.50	\$3.00	\$450.00	\$51.50	\$7,725.00	\$25.00	\$3,750.00
27	RPM BI - Directional, Amber Lens	300	Unit	\$0.01	\$3.00	\$26.50	\$7,950.00	\$27.00	\$8,100.00	\$25.00	\$7,500.00
28	RPM BI - Directional, Blue Lens	10	Unit	\$0.01	\$0.10	\$26.50	\$265.00	\$27.00	\$270.00	\$25.00	\$250.00
29	RPM BI - Directional, Red/White Lens	50	Unit	\$0.01	\$0.50	\$26.50	\$1,325.00	\$27.00	\$1,350.00	\$25.00	\$1,250.00
30	Clean Existing Pipe, 12" to 48" Diameter	200	L.F.	\$5.00	\$1,000.00	\$2.00	\$400.00	\$15.50	\$3,100.00	\$15.00	\$3,000.00
31	Turf Repair Strip	28,000	L.F.	\$0.10	\$2,800.00	\$0.01	\$280.00	\$0.25	\$7,000.00	\$0.01	\$280.00
32	Construction Signs	1,500	S.F.	\$0.01	\$15.00	\$1.00	\$1,500.00	\$8.00	\$12,000.00	\$0.01	\$15.00
33	Police Traffic Directors	300	M.H.	\$60.00	\$18,000.00	\$60.00	\$18,000.00	\$60.00	\$18,000.00	\$60.00	\$18,000.00
34	Flashing Arrow Boards, 4'x8'	2	Unit	\$1.00	\$2.00	\$1.00	\$2.00	\$250.00	\$500.00	\$500.00	\$1,000.00
35	Traffic Control Trucks With Mounted Crash Cushions	2	Unit	\$1.00	\$2.00	\$1.00	\$2.00	\$500.00	\$1,000.00	\$5,000.00	\$10,000.00
36	No Item	-	-	\$0.00	\$0.00	-	\$0.00	-	\$0.00	-	\$0.00
37	Drums	100	Unit	\$0.01	\$1.00	\$1.00	\$100.00	\$0.01	\$1.00	\$0.01	\$1.00
38	Traffic Cone	100	Unit	\$0.01	\$1.00	\$1.00	\$100.00	\$0.01	\$1.00	\$0.01	\$1.00
39	Breakaway Barricade	60	Unit	\$0.01	\$0.60	\$1.00	\$60.00	\$0.01	\$0.60	\$0.01	\$0.60
40	Temporary Traffic Stripes	1,000	L.F.	\$0.50	\$500.00	\$1.00	\$1,000.00	\$0.50	\$500.00	\$0.50	\$500.00
41	Beam Guide Rail	350	L.F.	\$16.00	\$5,600.00	\$18.00	\$6,300.00	\$16.00	\$5,600.00	\$17.00	\$5,950.00
42	Flared Beam Guide Rail End Terminal	3	Unit	\$2,195.00	\$6,585.00	\$2,125.00	\$6,375.00	\$2,140.00	\$6,420.00	\$2,000.00	\$6,000.00
43	Tangent Beam Guide Rail Terminal	3	Unit	\$2,295.00	\$6,885.00	\$2,400.00	\$7,200.00	\$2,420.00	\$7,260.00	\$2,400.00	\$7,200.00
44	Control Release Terminal	1	Unit	\$1,075.00	\$1,075.00	\$1,325.00	\$1,325.00	\$1,340.00	\$1,340.00	\$1,300.00	\$1,300.00
45	Beam Guide Rail Blockout	60	Unit	\$29.00	\$1,740.00	\$14.00	\$840.00	\$13.90	\$834.00	\$13.00	\$780.00
46	Beam Guide Rail, Anchorage	1	Unit	\$895.00	\$895.00	\$510.00	\$510.00	\$515.00	\$515.00	\$500.00	\$500.00
47	Non-Vegetative Surface Treatment, Hot Mix Asphalt	250	S.Y.	\$28.00	\$7,000.00	\$31.00	\$7,750.00	\$31.40	\$7,850.00	\$30.00	\$7,500.00
48	Thrie Beam Guide Rail, Bridge	75	L.F.	\$82.00	\$6,150.00	\$83.00	\$6,225.00	\$83.50	\$6,262.50	\$80.00	\$6,000.00
49	Crash Cushion, 9 Bay G.R.E.A.T. System or approved equal	1	Unit	\$22,000.00	\$22,000.00	\$43,000.00	\$43,000.00	\$24,600.00	\$24,600.00	\$15,000.00	\$15,000.00
50	Removal of Beam Guide Rail	300	L.F.	\$3.00	\$900.00	\$1.50	\$450.00	\$2.50	\$750.00	\$2.00	\$600.00
51	Reset Beam Guide Rail with Existing Posts	360	L.F.	\$10.00	\$3,600.00	\$5.00	\$1,800.00	\$5.00	\$1,800.00	\$5.00	\$1,800.00
52	Concrete Surface Course, Class E, 10" Thick	225	S.Y.	\$140.00	\$31,500.00	\$240.00	\$54,000.00	\$207.00	\$46,575.00	\$200.00	\$45,000.00
53	Concrete Bridge Parapet	60	L.F.	\$925.00	\$55,500.00	\$1,150.00	\$69,000.00	\$1,490.00	\$89,400.00	\$1,000.00	\$60,000.00
54	Bridge Plaque	1	Unit	\$1,200.00	\$1,200.00	\$250.00	\$250.00	\$2,250.00	\$2,250.00	\$2,000.00	\$2,000.00
55-99	No Item	-	-	\$0.00	\$0.00	-	\$0.00	-	\$0.00	-	\$0.00

**SUMMARY OF BIDS**



**SPECIFICATION NO. 11-03FA**

Item No.	Description	Approx. Quantity	Unit	bidder 1 of 4		bidder 2 of 4		bidder 3 of 4		bidder 4 of 4	
				Unit Price	Amount						
100	Controller Assemblies, 8 Phase with Power Inverter and Battery Backup System	1	Unit	\$28,300.00	\$28,300.00	\$29,000.00	\$29,000.00	\$29,160.00	\$29,160.00	\$30,000.00	\$30,000.00
101	Foundation, Type P - MC	1	Unit	\$2,200.00	\$2,200.00	\$2,240.00	\$2,240.00	\$2,265.00	\$2,265.00	\$3,000.00	\$3,000.00
102	Foundation, Type SFK	1	Unit	\$1,600.00	\$1,600.00	\$1,630.00	\$1,630.00	\$1,650.00	\$1,650.00	\$2,000.00	\$2,000.00
103	Foundation, Type SFK ( 30' )	3	Unit	\$1,750.00	\$5,250.00	\$1,780.00	\$5,340.00	\$1,800.00	\$5,400.00	\$2,000.00	\$6,000.00
104	18' x 36" Junction Box	6	Unit	\$1,930.00	\$11,580.00	\$1,970.00	\$11,820.00	\$1,990.00	\$11,940.00	\$2,000.00	\$12,000.00
105	Controller Turn On	1	L.S.	\$2,140.00	\$2,140.00	\$2,200.00	\$2,200.00	\$2,200.00	\$2,200.00	\$2,200.00	\$2,200.00
106	Meter Cabinet, Type T	1	Unit	\$2,420.00	\$2,420.00	\$2,470.00	\$2,470.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00
107	Solar panel Array	8	Unit	\$2,040.00	\$16,320.00	\$2,600.00	\$20,800.00	\$2,100.00	\$16,800.00	\$2,000.00	\$16,000.00
108	Image Detector	4	Unit	\$5,200.00	\$20,800.00	\$5,350.00	\$21,400.00	\$5,355.00	\$21,420.00	\$5,200.00	\$20,800.00
109	4" Rigid Metal Conduit	275	L.F.	\$45.00	\$12,375.00	\$46.00	\$12,650.00	\$46.40	\$12,760.00	\$45.00	\$12,375.00
110	3" Rigid Metal Conduit	350	L.F.	\$42.00	\$14,700.00	\$43.00	\$15,050.00	\$43.30	\$15,155.00	\$42.00	\$14,700.00
111	No Item	-	-	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
112	2 1/2" Rigid Metal Conduit	50	L.F.	\$26.00	\$1,300.00	\$26.50	\$1,325.00	\$26.80	\$1,340.00	\$25.00	\$1,250.00
113	Traffic Signal Standard, Aluminum	12	Unit	\$1,020.00	\$12,240.00	\$1,050.00	\$12,600.00	\$1,050.00	\$12,600.00	\$1,000.00	\$12,000.00
114	Traffic Signal Mast Arm, Aluminum	8	Unit	\$2,000.00	\$16,000.00	\$2,030.00	\$16,240.00	\$2,050.00	\$16,400.00	\$2,000.00	\$16,000.00
115	Traffic Signal Head	16	Unit	\$910.00	\$14,560.00	\$920.00	\$14,720.00	\$935.00	\$14,960.00	\$900.00	\$14,400.00
116	Pedestrian Signal Head	8	Unit	\$710.00	\$5,680.00	\$725.00	\$5,800.00	\$732.00	\$5,856.00	\$800.00	\$6,400.00
117	Traffic Signal Cable, 7 Conductor	1,100	L.F.	\$2.45	\$2,695.00	\$2.50	\$2,750.00	\$2.50	\$2,750.00	\$2.50	\$2,750.00
118	Traffic Signal Cable, 5 Conductor	3,800	L.F.	\$1.60	\$6,080.00	\$1.60	\$6,080.00	\$1.60	\$6,080.00	\$1.50	\$5,700.00
119	Service Wire No. 6 AWG	3,500	L.F.	\$2.25	\$7,875.00	\$2.30	\$8,050.00	\$2.30	\$8,050.00	\$2.00	\$7,000.00
120	Pedestrian Push Button w/R10-3e Decal	8	Unit	\$310.00	\$2,480.00	\$310.00	\$2,480.00	\$315.00	\$2,520.00	\$300.00	\$2,400.00
121	Overhead Mast Arm Signs	4	Unit	\$600.00	\$2,400.00	\$360.00	\$1,440.00	\$515.00	\$2,060.00	\$600.00	\$2,400.00
122	Power Inverter	1	Unit	\$4,270.00	\$4,270.00	\$4,350.00	\$4,350.00	\$4,400.00	\$4,400.00	\$5,000.00	\$5,000.00
123	Asphalt Price Adjustment	1	L.S.	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00
124	Fuel Price Adjustment	1	L.S.	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00
				<b>Total Bid</b>	<b>\$1,431,989.20</b>	<b>Total Bid</b>	<b>\$1,489,500.00</b>	<b>Total Bid</b>	<b>\$1,595,567.60</b>	<b>Total Bid</b>	<b>\$1,635,880.10</b>

*Vincent M. Voltaggio, Jr.*  
 Vincent M. Voltaggio, Jr.  
 Gloucester County Engineer

B2

**RESOLUTION AUTHORIZING A CHANGE ORDER INCREASE #02 WITH JPC GROUP, INC. IN THE AMOUNT OF \$42,597.00 REGARDING ENGINEERING PROJECT #11-09FA (101)**

**WHEREAS**, the County of Gloucester (hereinafter "County") previously requested the receipt of quotes for the Emergency Project known as "Emergency Contract for Scour Countermeasures in Various Municipalities in the County of Gloucester", Engineering Project #11-09FA(101) (hereinafter the "Project"); and

**WHEREAS**, the Project authorization followed emergency procurement procedures through the County's Purchasing, Engineering and Legal Departments, and a contract for the Project was previously awarded by the County to JPC Group, Inc., (hereinafter "JPC"), with an office address of 228 Barnsboro-Blackwood Road, Blackwood, NJ 08012 for and in the amount of \$1,662,075.45 (hereinafter the "Contract"); and

**WHEREAS**, Vincent M. Voltaggio, P.E., County Engineer, has recommended a Change Order Increase #02 for the Contract, which would increase the total amount of the contract with JPC by \$42,597.00, resulting in a new total contract amount of \$1,704,672.45; and

**WHEREAS**, the increase of the Contract is necessary to adjust the Contract amount for "as-built" quantities due to increases, decreases and supplemental items reflecting actual field conditions; and

**WHEREAS**, the Project is a 75% Federally funded reimbursable project under the Hurricane Irene disaster declaration; and

**WHEREAS**, the Purchasing Agent for the County has certified the availability of funds for the said Contract change order in the amount of \$42,597.00, pursuant to C.A.F. #12-02513, which amount shall be charged against budget line items C-04-11-016-165-16222.

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

1. The hereinabove referenced Change Order Increase #02 to increase the County's Contract with JPC for the Project in the amount of \$42,597.00, resulting in a new total adjusted contract amount of \$1,704,672.45, be, and the same hereby is, approved; and
2. The Director of the Board, and the Clerk of the Board, be and are hereby authorized and directed to execute said Change Order for the aforementioned purposes on behalf of the County; and
3. The Director of the Board, and the Clerk of the Board, be and are hereby authorized and directed to execute any required New Jersey Department of Transportation Local Aid Federal Aid Change Order Increase #02 regarding the Contract for the Project.

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



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT N. DILELLA, CLERK**

Ba

NEW JERSEY DEPARTMENT OF TRANSPORTATION  
LOCAL AID  
FEDERAL AID CHANGE ORDER

Sheet 1 of 2  
Order No: 2  
Order Letter: \_\_\_\_\_  
Date: 3-22-2012  
11-09FA (101)

Project: Emergency Contract for Stream Corridor Countermeasures in Various Locations  
throughout the County of Gloucester  
Federal Project No: 11-09FA (101) Doc. No. \_\_\_\_\_  
Contractor: JPC Group, Inc.  
Address: 228 Blackwood-Barnsboro Road, Blackwood N.J. 08012  
You are hereby directed to implement the following changes in accordance with the provisions of the specifications for this contract.

Location of the proposed order: Gloucester County Golf Course Site # 25  
Nature and reason for order: Asbuilt Quantities to date based on actual field conditions including supplemental items

Extension  Reduction of time recommended for this order: 6-Mar

CONTRACT AMOUNT	ROAD	BRIDGE	TOTAL
Amount of original contract:	\$0.00	\$1,453,440.00	\$1,453,440.00
Adjusted amount based on orders No. 2 :	\$0.00	\$1,704,672.45	\$1,704,672.45

CONTRACT TIME
Original Completion Date: _____
Adjustment This Order: (+ or -) _____
Previous Adjustments: (+ or -) _____
Adjusted Completion Date: <u>3/6/2012</u>

ORDER NO.	Road	Bridge	Other
<u>2</u>			
	Road	Bridge	Total
Extra Work:	\$0.00	\$72,500.00	\$72,500.00
Increases:	\$0.00	\$12,500.00	\$12,500.00
Decreases:	\$0.00	\$42,403.00	\$42,403.00
Total:	\$0.00	\$42,597.00	\$42,597.00

RESERVED FOR FHWA OR F.T.A.

Recommended:   
Vincent M. Voltaggio, P.E.  
Gloucester County Engineer  
Date: 3-26-12

Approved: \_\_\_\_\_ Date \_\_\_\_\_  
Robert M. Damminger  
Freeholder Director  
Approved for Funding Participation Purposes: \_\_\_\_\_ Date \_\_\_\_\_  
Manager, District #4, Local Aid

ALTERNATE PROCEDURES PROJECTS  
This order is approved for Federal participation:  
Director, Local Aid & Economic Development \_\_\_\_\_ Date \_\_\_\_\_

Accepted:   
Contractor's Authorized Signature  
Date: 3/22/12

Name: TIM BOYCE  
Title: gpm

CONTRACTS PAYABLE SECTION  
Reviewed by: \_\_\_\_\_ Date \_\_\_\_\_  
Input Submitted by: \_\_\_\_\_ Date \_\_\_\_\_  
Certification of Funds:  
Director of Accounting & Auditing \_\_\_\_\_ Date \_\_\_\_\_

Unprotested  
 Protested by letter dated \_\_\_\_\_ attached.



B2

**COUNTY OF GLOUCESTER  
CHANGE ORDER FORM**

- 1. Name & Address of Vendor: JPC Group, Inc.  
228 Blackwood-Barnsboro Rd,  
Blackwood, N.J. 08012
- 2. Description of Project or Contract: Emergency Contract for  
Stream Corridor Countermeasures  
In Various Locations Throughout the  
County of Gloucester.
- 3. Date of Original Contract: November 9, 2011
- 4. P.O. Number: P.O. # 11-08783
- 5. Amount of Original Contract: ✓ \$ 1,453,440.00
- 6. Amount of Previously Authorized Change Order ✓ \$ 208,635.45
- 7. Amount of this Change Order: ✓ \$ 42,597.00
- 8. New Total Amount of Contact  
(Total of Numbers 5, 6 & 7 Above) ✓ \$ 1,704,672.45
- 9. Need or Purpose of this Change Order: Asbuilt Quantities to date based on actual  
field conditions including supplemental items

This change order requested by  on 3-26-12  
(Department Head) (Date)

Accepted by  on 3/26/12  
(Vendor) (Date)

Approved by the Board of Chosen Freeholders, County of Gloucester

Attest:

\_\_\_\_\_ By: \_\_\_\_\_  
Robert N. DiLella, Clerk Robert M. Damminger, Director

**TO ALL VENDORS:**  
THIS CHANGE ORDER IS NOT OFFICIAL NOR AUTHORIZED UNTIL SUCH TIME AS THIS CHANGE  
ORDER IS ACCEPTED BY THE BOARD OF CHOSEN FREEHOLDERS, COUNTY OF GLOUCESTER  
WITH APPROPRIATE RESOLUTION.

B2

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

Certificate of Availability of Funds

TREASURER'S NO. 12-02513 DATE March 23, 2012

C-04-11-016-165-16222 (\$42,597.00)

BUDGET NUMBER - CURRENT YR \_\_\_\_\_ B \_\_\_\_\_ DEPARTMENT Engineering

AMOUNT OF CERTIFICATION \$42,597.00 COUNTY COUNSEL August Knestaut, Esq.

DESCRIPTION: Contract Change Order Increase #02 for increases, decreases and supplemental items, including the addition of Site #25 Pitman Golf Course for the Emergency Project "Emergency Contract for Scour Countermeasures in Various Municipalities in the County of Gloucester " as per Engineering Project #11-09FA(101)

VENDOR: JPC Group, Inc.

ADDRESS: 228 Blackwood-Barnsboro Road  
Blackwood, NJ 08012

  
DEPARTMENT HEAD APPROVAL  
Vincent M. Voltaggio, P.E.,  
County Engineer

APPROVED   
PURCHASING AGENT

RETURNED TO DEPARTMENT  
 NOT APPROVED

DATE PROCESSED 4-10-12

Meeting Date: April 18, 2012

**RESOLUTION AUTHORIZING CONTRACT CHANGE ORDER DECREASE #03-FINAL WITH AMERICAN ASPHALT COMPANY, INC., IN THE AMOUNT OF -\$349,366.21 REGARDING ENGINEERING PROJECT #08-09FA**

**WHEREAS**, the County of Gloucester (hereinafter the "County") previously received public bids for the construction of the resurfacing and safety roadway improvements to Kings Highway, County Route 551, Section 1 between Asbury Station Road, County Route 684 and Quaker Road and Section 2 between Whiskey Mill Road, and the Mantua Creek in the Township of Woolwich and East Greenwich, County, Federal Project Number FS-C00S(110) ARRA Federal Stimulus Project Engineering Project, #08-09FA (hereinafter the "Project"); and

**WHEREAS**, a contract for the Project was previously awarded to American Asphalt Company, Inc. (hereinafter "American"), with a mailing address of 116 Main Street, West Collingswood Heights, NJ 08059-1809 in the amount of \$1,535,353.53 (hereinafter the "Contract"); and

**WHEREAS**, Vincent M. Voltaggio, P.E., County Engineer, has recommended Change Order Decrease #03-Final for the Contract, which would decrease the total amount of the Contract for the Project by \$349,366.21, resulting in a new adjusted total Contract amount of \$1,232,013.92; and

**WHEREAS**, the said Change Order #03-Final is for "as-built" quantities adjustments and asphalt price adjustments based upon actual field conditions, and otherwise; and

**WHEREAS**, the Project is a 100% Federally funded.

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

1. The hereinabove referenced Change Order #03-Final to decrease American's Contract with the County for the Project in the amount of \$349,366.21, resulting in a new total contract amount of \$1,232,013.92, be, and the same hereby is, approved; and
2. The Director of the Board, and the Clerk of the Board, be and are hereby authorized and directed to execute said Change Order for the aforementioned purposes on behalf of the County.
3. The Director of the Board, and the Clerk of the Board, be and are hereby authorized and directed to execute any required New Jersey Department of Transportation Local Aid Federal Aid Change Order Decrease #03-Final regarding the Contract for the Project.

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



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT N. DILELLA, CLERK**

**NEW JERSEY DEPARTMENT OF TRANSPORTATION  
LOCAL AID  
FEDERAL AID CHANGE ORDER**

Sheet 1 of 2  
Order No: 3 FINAL  
Order Letter: \_\_\_\_\_  
Date: 3/16/12

B3

Project: Resurfacing and Safety Improvements to Kings Hwy. (CR 551)  
Federal Project No: FS-C00S (110) Doc. No. \_\_\_\_\_  
Contractor: American Asphalt Company

You are hereby directed to implement the following changes in accordance with the provisions of the specifications for this contract.

Location of the proposed order: Full Length of Project

Nature and reason for order: Final As Built Quantities adjustments and Supplemental Items

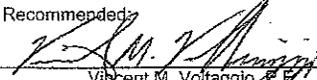
Extension  Reduction of time recommended for this order: \_\_\_\_\_

CONTRACT AMOUNT	ROAD	BRIDGE	TOTAL
Amount of original contract:	\$1,535,353.53	\$0.00	\$1,535,353.53
Adjusted amount based on orders Nos. 1, 2 & 3:	\$1,232,013.92	\$0.00	\$1,232,013.92

CONTRACT TIME
Original Completion Date: 9/28/11
Adjustment This Order: (+ or -) _____
Previous Adjustments: (+ or -) _____
Adjusted Completion Date: 10/14/11

ORDER NO. 3 FINAL	<input checked="" type="checkbox"/> Road	<input type="checkbox"/> Bridge	<input type="checkbox"/> Other
	<u>Road</u>	<u>Bridge</u>	<u>Total</u>
Extra Work:	\$250.00	\$0.00	\$250.00
Increases:	\$5,343.93	\$0.00	\$5,343.93
Decreases:	-\$354,960.14	\$0.00	-\$354,960.14
Total:	-\$349,366.21	\$0.00	-\$349,366.21

RESERVED FOR FHWA OR  
F.T.A.

Recommended:  
  
\_\_\_\_\_  
Vincent M. Voltaggio, P.E.  
Gloucester County Engineer

4-4-12  
Date

Approved:  
  
\_\_\_\_\_  
Robert M. Damminger  
Freeholder Director

Date

Approved for Funding Participation Purposes:

\_\_\_\_\_  
Manager, District #4, Local Aid

Date

ALTERNATE PROCEDURES PROJECTS	
This order is approved for Federal participation:	
Director, Local Aid & Economic Development	Date

Accepted:  
  
\_\_\_\_\_  
Contractor's Authorized Signature

4/4/12  
Date

Name: DANIEL TOMASSONE  
Title: Supervisor

CONTRACTS PAYABLE SECTION	
Reviewed by: _____	Date
Input Submitted by: _____	Date
Certification of Funds:	
Director of Accounting & Auditing	Date

Unprotected  
 Protested by letter dated \_\_\_\_\_ attached.

NEW JERSEY DEPARTMENT OF TRANSPORTATION  
LOCAL AID  
FEDERAL AID CHANGE ORDER

Sheet 2 of 2  
Order No: 3 FINAL  
Order Letter:  
Date: 3/16/12

B3

Project: Resurfacing and Safety Improvements to Kings Hwy. (CR 551)  
Federal Project No: FS-C005 (110) Doc. No. \_\_\_\_\_  
Contractor: American Asphalt Company

ITEM NO.	DESCRIPTION	QUANTITY (+/-)	UNIT PRICE	AMOUNT
<b>DECREASES</b>				
2	Earth Excavation for Test Pits	40	\$10.00	\$400.00
4	Roadway Excavation, Unclassified	269	\$19.95	\$5,366.55
5	Borrow Excavation, Zone 3	5	\$20.00	\$100.00
6	Silt Fence	2100	\$2.85	\$5,985.00
7	Inlet Filters	56	\$1.00	\$56.00
8	Sawcutting	6554	\$0.80	\$5,243.20
9	Sawing And Sealing Joints In Hot Mix Asphalt Overlay	4569	\$1.45	\$6,625.05
10	Dense Graded Aggregate Base Course, 6" thick	835	\$14.15	\$11,815.25
11	Superpav HMA 19M64 Base Course, 4"Thk	239	\$44.85	\$10,719.15
12	Superpave HMA 9.5M64 Leveling Course	120.43	\$86.65	\$10,435.28
13	Tack Coat	4350	\$0.01	\$43.50
14	Superpav HMA 12.5M64 Surface Course 2"Thk	5342	\$8.10	\$43,270.20
15	Milling, 0"-2" Thick, Variable Depth	5956	\$0.50	\$2,978.00
17	Concrete Driveway, Reinforced, 6" thick	39	\$52.60	\$2,051.40
19	Reset Castings	36	\$300.00	\$10,800.00
21	Reset Water Valve Boxes	10	\$30.00	\$300.00
22	Reset Gas Valve Boxes	5	\$30.00	\$150.00
22	Bicycle Safe Grates	3	\$375.00	\$1,125.00
24	Concrete Sidewalk, 4"	3.7	\$43.75	\$161.87
25	Public Sidewalk Curb Ramp Delineation	58	\$30.25	\$1,754.50
26	Install Concrete Gutter, 3' Wide, 8" thick, Class B	24	\$65.65	\$1,575.60
27	Install Concrete Curb And Gutter	24	\$18.35	\$440.40
28	Turf Repair Strip	21169	\$1.75	\$37,045.75
30	Traffic Markings, Lines, Long-Life, Thermoplastic	754	\$0.60	\$452.40
31	Two-Way Plowable Bi-Directional Amber Pavement Reflectors and Castings	122	\$23.30	\$2,842.60
32	Signs	345.75	\$35.00	\$12,101.25
33	Breakaway Barricades	60	\$6.35	\$381.00
36	Flashing Arrow Boards, 4'x8'	2	\$550.00	\$1,100.00
39	Police Traffic Directors	33.5	\$60.00	\$2,010.00
43	Two-Way Plowable Bi-Directional Red/White Pavement Reflectors and Castings	2	\$23.30	\$46.60
45	Concrete Surface Course, 10"-18" Variable Thickness, Concrete Class E	22	\$485.00	\$10,670.00
46	Full Depth Reinforced Concrete Pavement Repair, Concrete Class E	493	\$210.00	\$103,530.00
47	Sealing of Cracks and Joints in Concrete Surface Course Prior to Overlay	6409	\$1.45	\$9,293.05
49	Asphalt Price Adjustment	0.14986	\$25,347.60	\$3,798.66
50	Fuel Price Adjustment	1	\$10,000.00	\$10,000.00
52	Cast Iron Curb Pieces, Eco Type F 6" Head	1	\$225.00	\$225.00
71	Reset Beam Guide Rail	700	\$5.00	\$3,500.00
72	Steel Beam Guide Rail	32	\$21.30	\$681.60
73	Extruder Terminals, Type ET-Plus	1	\$2,720.00	\$2,720.00
78	Beam Guide Rail Spacer Blocks	46	\$35.70	\$1,642.20
80	Non-Vegetative Surface, Hot Mix Asphalt, 2" Thick	114	\$28.50	\$3,249.00
82	Cleaning of Existing Drainage Structures	25	\$600.00	\$15,000.00
S84	Asphalt Penalty	1	\$13,275.10	\$13,275.10
<b>Total Decreases =</b>				<b>\$354,960.14</b>
<b>INCREASES</b>				
16	9"x8"x18" Concrete Vertical Curb	160.5	\$30.65	\$4,919.33
18	Hot Mix Asphalt Driveway, 2" thick	5	\$23.70	\$118.50
29	Traffic Stripes, Long Life, Epoxy Resin	159	\$0.30	\$47.70
42	Traffic Marking, Symbols, Long-Life	38	\$6.80	\$258.40
<b>Total Increases =</b>				<b>\$5,343.93</b>
<b>EXTRAS</b>				
S85	Manhole Casting and Cover	1	\$250.00	\$250.00
<b>Total Extras =</b>				<b>\$250.00</b>
<b>Total Amount Change Order No. 3</b>				<b>-\$349,366.21</b>

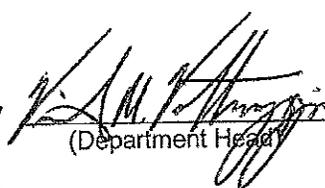
Amount of Original Amount: \$1,535,353.53  
Adjusted Amount Based on Change Order Nos. 1, 2 & 3: \$1,232,013.92  
Total Change (+ or -): -\$303,339.61  
% of Change in Contract: -19.76%  
[(+ ) Increase or (-) Decrease]

B3

**COUNTY OF GLOUCESTER  
CHANGE ORDER FORM**

**CHANGE ORDER #3 - FINAL**

1. Name & Address of Vendor: American Asphalt Company  
116 Main Street  
West Collingswood Heights, NJ 08059
2. Description of Project or Contract: Resurfacing & Safety Improvements to  
Kings Highway (CR 551)
3. Date of Original Contract: June 22, 2011
4. P.O. Number: 11-05402
5. Amount of Original Contract: ✓ \$ 1,535,353.53
6. Amount of Previously Authorized Change Order ✓ \$ 46,026.60
7. Amount of this Change Order: ✓ \$ -349,366.21
8. New Total Amount of Contact (Total of Numbers 5, 6 & 7 Above) ✓ \$ 1,232,013.92
9. Need or Purpose of this Change Order:  
As built quantities adjustment. Asphalt Price Adjustment. This project is 100% Federally  
Funded.

This change order requested by  on 4-4-12  
(Department Head) (Date)

Accepted by  on 4/4/12  
(Vendor) (Date)

Approved by the Board of Chosen Freeholders, County of Gloucester

Attest:

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

By: \_\_\_\_\_  
Robert M. Damming, Director

**TO ALL VENDORS:**

THIS CHANGE ORDER IS NOT OFFICIAL NOR AUTHORIZED UNTIL SUCH TIME AS THIS CHANGE ORDER IS ACCEPTED BY THE BOARD OF CHOSEN FREEHOLDERS, COUNTY OF GLOUCESTER WITH APPROPRIATE RESOLUTION.

D1

**RESOLUTION AUTHORIZING ACQUISITION OF LAND TO BE USED AS A 9-1-1 TELECOMMUNICATIONS SITE, AND THE SIGNING OF AN AGREEMENT OF SALE AND OTHER DOCUMENTS NECESSARY FOR CLOSING ON THE PROPERTY OF IN THE TOWNSHIP OF FRANKLIN KNOWN AS BLOCK 6602, LOT 14, FOR THE AMOUNT OF \$1.00**

**WHEREAS**, the County of Gloucester recognizes the need to improve first responder communications in the County of Gloucester; and

**WHEREAS**, the County of Gloucester has identified a parcel of land owned by the Township of Franklin which is suited for the construction of 9-1-1 telecommunications site; and

**WHEREAS**, the Township of Franklin does not require said property for the public use of the Township of Franklin; and

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

1. The County is authorized to acquire the premises known as Block 6602, Lot 14 in the Township of Franklin, County of Gloucester, State of New Jersey for \$1.00.

2. The Agreement of Sale attached hereto, and made a part hereof, between the County and Township of Franklin, in regard to the County's purchase of premises known as Block 6602, Lot 14 in the Township of Franklin, County of Gloucester, State of New Jersey, is approved; and the signing 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 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, are authorized to sign any and all documents necessary to complete closing of this transaction and authorized to order a title report.

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



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT N. DILELLA, CLERK**

CONTRACT FOR SALE OF REAL ESTATE

DI

THIS CONTRACT FOR SALE OF REAL ESTATE, (the "Contract") is made this ~~14<sup>th</sup>~~ day of ~~March~~ 2012, by and between Township of Franklin, a body politic and corporate of the State of New Jersey, with an address at 1571 Delsea Drive, Franklinville, New Jersey 08322, (the "Seller"), and the COUNTY OF GLOUCESTER, a body politic and corporate of the State of New Jersey, with administrative offices at 2 South Broad Street, Woodbury, New Jersey 08096, (the "Buyer").

WITNESSETH, that for and in consideration of the sums recited herein and the mutual promises contained herein, Seller hereby agrees to bargain and sell to Buyer, and Buyer hereby agrees to purchase from Seller, the hereinafter described real property on the following terms and conditions:

1. Property. Seller hereby bargains and sells to Buyer, and Buyer hereby purchases from Seller, all Seller's right, title and interest in and to the real property, and improvements thereon, situate and lying in the Township of Franklin, County of Gloucester, State of New Jersey, and known on the Official Tax Map of the Township of Franklin as Block 6602, Lot 14, hereinafter the "Property", which is more particularly described on the Legal Description attached hereto as Schedule A, and made a part hereof.

2. Purchase Price. The purchase price of the Property (the "Purchase Price") shall be One Dollar and Zero Cents (\$1.00). The Purchase Price shall be paid by Buyer to Seller by certified check, wire transfer, or title company check at Closing

3. Closing. The closing under this Contract (the "Closing") shall take place on or before January 30, 2012. Closing may be extended for thirty (30) days in the event of any unforeseen contingencies and/or approvals needed by the County of Gloucester and Franklin Township.

4. Adjustments. As the parties are public entities there should be no adjustments or liens, in the event that there are any adjustments, the adjustments should be done at closing and Franklin Township is responsible for any liens up until and including the day of Closing. The cost of closing, preparation of the deed shall be borne by Buyer.

5. Title. Upon payment of the Purchase Price, a Bargain and Sale Deed with Covenants Against Grantor's Acts (the "Deed") shall be executed by Seller and shall convey title to the Property to Buyer. Title to the Property shall be in fee simple, good and merchantable. Title shall further be free of any liens and encumbrances except as specified herein for use and occupancy restrictions of public record which are generally applicable to properties in the immediate neighborhood or the subdivision in which the Property is located and publicly recorded easements for public utilities and any other assessments which may be observed by an inspection of the Property. In the event that Seller is unable to give good and merchantable title, or such as can be insured by a New Jersey licensed title insurer, with Buyer paying not more than the standard rate as filed with the New Jersey Insurance Commissioner, Seller, at Seller's expense, shall have the option of curing any defect so as to enable Seller to give good and merchantable title or, if Buyer is willing to accept title without said defect being cured, paying any special premium on behalf of Buyer to obtain title insurance on the Property to the benefit of Buyer. In the event Seller elects to cure any defects in title, this Contract shall continue to remain in full force and effect and the date of Closing shall be extended for a period not to exceed thirty (30) additional days. If Seller is unable to cure such title defect(s), and is unable to obtain a policy of title insurance on the Property to the benefit of Buyer from a New Jersey licensed title insurer, Buyer shall have the option of taking such title as Seller can give, or terminating this Contract. In the latter

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event, any Deposits will be refunded, and there shall be no further liability or obligation on either of the parties hereto, and this Contract shall become null and void. Seller shall have the obligation to cure any monetary lien and encumbrance on title to the Property prior to, or at the time of, Closing.

**6. Condition of Property.**

a. Risk of Damage. The Property is being sold in as is condition. Seller agrees to deliver the Property at closing in its present condition, except for reasonable wear and tear.

b. Environmental. The Buyer shall obtain a Phase I Environmental Audit of the Property, and provide a copy of the report to Seller within sixty (60) days from the date of this Contract. If such audit and report reveal environmental conditions that would cost more than Five Thousand Dollars and Zero Cents (\$5,000.00) to further investigate and/or remediate, and Seller is unwilling to pay such costs, Buyer may elect to terminate this Contract, or proceed with a Phase II investigation with the understanding that Buyer may then terminate this Contract within sixty (60) days after Buyer's receipt of the Phase II Environmental Audit of the Property, if the Phase II audit reveals contamination that would cost more than Five Thousand Dollars and Zero Cents (\$5,000.00) to remediate. Buyer may elect to take the Property "as is".

c. Inspections. The Seller agrees to permit the Buyer's appraisers, engineers, inspectors, and surveyors to inspect the Property at any reasonable time before Closing at their risk, subject to reasonable notice to Seller.

d. Use. Property will and shall be used as a cell tower and with any and all approvals; the sale is conditioned upon approvals that may be needed by the State of New Jersey, County of Gloucester and Township of Franklin. The County of Gloucester will have ultimate authority as to who, what and where the cell towers go up and to any sub rentals.

e. Income. Any income generated from use of the towers will be paid seventy-five percent (75%) to the County of Gloucester and twenty-five percent (25%) to the Township of Franklin.

7. Contingencies. This Contract is expressly contingent upon: (1) Seller acquiring title in fee to the Property, as provided for in Paragraph 24, sub-paragraph b of this Contract, (2) Buyer's satisfaction with the results of the survey, (3) Buyer's satisfaction with the title commitment issued by Buyer's title insurer that title to the Property is good and merchantable as described herein, (4) Buyer's satisfaction that the Property will be free of any leases, licenses, tenancies or other contracts or agreements providing rights of possession to another as of the date of Closing, and, (5) confirmation to Buyer's satisfaction that the Property is free of any environmental conditions precluding Buyer's intended use of the Property. Buyer, and its agents and employees, shall have the right to enter upon the Property, subject to reasonable notice to Seller, at their risk, for the purpose of conducting such environmental tests, studies and the like as Buyer deems appropriate to satisfy the contingencies set forth in this Contract. Buyer agrees to indemnify and hold Seller harmless from all claims arising by reason of such entries onto the Property. If, after Buyer's and Seller's good faith effort, the contingencies in this Contract cannot be satisfied, and Buyer, in writing, notifies Seller that such contingencies could not be satisfied within one hundred and fifty (150) days from the date of this Contract, any Deposits shall be returned to Buyer, and this Contract shall be void and of no further force or effect. Buyer and Seller shall diligently and in good faith pursue satisfaction of all contingencies. Upon mutual agreement in writing, an extension to the one hundred and fifty (150) day period may be granted. Said extension may not be unreasonably withheld, conditioned or delayed by either party.

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8. Lease. 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.

9. Brokerage Commissions. The parties hereto represent and warrant to each other that neither party has retained any broker or owes a finder's fee or commission to any person on account of this Contract nor the transaction contemplated hereby. Each party hereby indemnifies and agrees to hold the other party harmless with respect to any such other fee or commission claimed by any party asserting his entitlement thereto at the alleged instigation of the indemnifying party. The provisions of this Section 9 shall survive Closing and delivery of the Deed.

10. Default.

a. Buyer's Default. If Buyer defaults on Buyer's obligation to purchase the Property pursuant to this Contract, Seller shall have the right, at Seller's election, to retain any Deposits paid hereunder as liquidated damages, and not as a penalty; and may avail itself of all rights and remedies Seller may have hereunder, 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 attorney's fees.

b. Seller's Default. If Seller defaults on Seller's obligations hereunder, 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 attorney's fees.

11. Assignment. This Contract may be assigned by Buyer at any time, and from time to time, provided that Buyer remains liable for the performance of Buyer's obligations under this Contract.

12. Headings. The headings of the paragraphs herein are for convenience only, and shall not affect the meaning or interpretation of the contents hereof.

13. Notices. Notices required in this Contract shall be in writing, mailed or certified mail, return receipt requested to:

Seller:

Township of Franklin  
1571 Delsea Drive  
Franklin Township, NJ 08322  
(856) 694-1234

Buyer:

County of Gloucester  
c/o Chad Bruner, County Administrator  
2 South Broad Street  
Woodbury, NJ 08096  
(856) 853-3275

WITH COPY TO:

For Seller:

William F. Ziegler, Esquire  
Holston, MacDonald, Uzdavinis,  
Ziegler & Lodge  
66 Euclid Street  
Woodbury, NJ 08096

For Buyer:

County of Gloucester  
c/o Thomas G. Campo,  
First Assistant County Counsel  
2 South Broad Street  
Woodbury, NJ 08096

14. Successors and Assigns. The terms, covenants and conditions herein contained shall be binding upon and inure to the benefit to the successors and assigns of the parties hereto.

15. No Joint Venture. Nothing contained herein shall be construed as making Seller and Buyer the partner, joint venturer or agent of the other, and neither party shall have the power or authority to bind the other. The parties have no relationship to each other except as vendor and vendee of the Property.

16. Governing Law. This Contract shall be governed by, construed and enforced in accordance with, the laws with the State of New Jersey. All lawsuits shall be filed in the Courts of the State of New Jersey.

17. Counterparts. This Contract may be executed and delivered in several counterparts, each of which, when so executed and delivered, shall constitute an original, fully enforceable counterpart for all purposes.

18. Entire Agreement. This Contract is the entire and only agreement between the Buyer and the Seller. This Contract replaces and cancels any previous agreements between the Buyer and the Seller, whether written or oral.

19. Modification of Agreement. This Contract may not be amended or modified, nor may any obligation hereunder be waived orally, and no such amendment, modification or waiver shall be effective for any purpose unless it is in writing and signed by the party against whom enforcement thereof is sought.

20. Severability. In the event any one or more of the provisions of this Contract shall be determined to be void or unenforceable by a Court of competent jurisdiction, or by law, such determination shall not render the entire Contract invalid or unenforceable, as the remaining provisions hereof shall remain in full force and effect.

21. Interpretation. This Contract shall be construed reasonable to carry out its intent without presumption against or in favor of either party. If any provisions hereof shall be declared invalid by any Court or in any administrative proceeding, then the provisions of this Contract shall be construed in such manner so as to preserve the validity hereof, and the substance of the transaction herein contemplated to the extent possible. The captions and paragraph headings are provided for purposes of convenience of reference only, and are not intended to limit nor define the scope of, nor aid the interpretation of, any of the provisions hereof.

22. Further Assurances. Each of the parties hereby agree to execute, acknowledge, and deliver such other documents or instruments as the other may reasonably require from time to time to carry out the purposes of this Contract, including as may be required by any authorizing Resolution, if such Resolution is required to be enacted to effectuate this transaction.

23. Cooperation. Buyer and Seller agree to cooperate, as required, to carry out the intent and purposes of this Contract.

24. General Conditions.

a. This Contract is subject to the Board of Chosen Freeholders of the County of Gloucester and Township of Franklin adopting a Resolution authorizing the execution of said Contract.

b. Time shall be of the essence in the performance of this Contract.

c. At Closing, Seller shall deliver to Buyer the following: (a) Affidavit of Title; (b) a Non-Foreign Affidavit that states that Seller is not a "foreign person" as set forth in Section 1445 of the Internal Revenue Code of 1986, as amended; (c) the customary New Jersey form of Owner's Affidavit; (d) Seller's Residency Certification; and, (e) such other documents as may be reasonably required to complete the Closing of this transaction.

IN WITNESS WHEREOF the parties have executed this Contract the day and year first above written.

WITNESSED OR ATTESTED BY:

COUNTY OF GLOUCESTER

\_\_\_\_\_  
AS TO BUYER

BY: \_\_\_\_\_  
ROBERT M. DAMMINGER, Director  
Board of Chosen Freeholders  
BUYER

TOWNSHIP OF FRANKLIN

*Carolyn K. Loy*  
\_\_\_\_\_  
AS TO SELLER

BY: \_\_\_\_\_  
*Joseph C. Petsch*  
\_\_\_\_\_, Mayor  
SELLER

**RESOLUTION  
TOWNSHIP OF FRANKLIN**

**RESOLUTION AUTHORIZING THE TRANSFER OF CERTAIN REAL  
PROPERTY TO THE COUNTY OF GLOUCESTER FOR USE AS A  
TELECOMMUNICATIONS SITE**

R-67-12

**WHEREAS**, the County of Gloucester has identified the necessity of improving first responder communication services in Southeastern Gloucester County; and

**WHEREAS**, the County of Gloucester has identified a parcel of land owned by the Township of Franklin which is ideally suited for the construction of telecommunication antenna and the like; and

**WHEREAS**, the Township does not require said property for the public use of the Township of Franklin; and

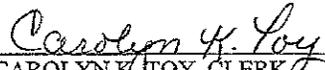
**WHEREAS**, the Township of Franklin believes that it would be most advantageous to convey said property to the County of Gloucester so that the County may erect telecommunication facilities which will serve the residents of Franklin Township and its environs;

**NOW, THEREFORE, BE IT RESOLVED**, by the Township Committee of the Township of Franklin, County of Gloucester, State of New Jersey that the Mayor and/or his designee is hereby authorized and empowered to execute a certain Agreement of Sale, in the form attached hereto and made a part hereof, in order to convey said real property to the County of Gloucester for telecommunications purposes.

**ADOPTED** at the regular meeting of the Township Committee of the Township of Franklin on Tuesday, March 13, 2012.

ATTEST:

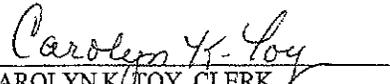
TOWNSHIP OF FRANKLIN

  
CAROLYN K. TOY, CLERK

  
JOSEPH C. PETSCH, MAYOR

**CERTIFICATION**

I, Carolyn Toy, Clerk of the Township of Franklin, do hereby certify that the foregoing Resolution was presented and duly adopted by the Township Committee at a meeting of the Franklin Township Committee held on March 13, 2012.

  
CAROLYN K. TOY, CLERK

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**RESOLUTION AUTHORIZING THE EXECUTION OF ANY AND ALL DOCUMENTS RELATED TO THE APPLICATION FOR THE GLOUCESTER COUNTY PROSECUTOR'S OFFICE DRIVING UNDER THE INFLUENCE SOBRIETY CHECKPOINT & SATURATION PATROL PROGRAM GRANT THROUGH THE DIVISION OF HIGHWAY TRAFFIC SAFETY FROM OCTOBER 1, 2012 TO SEPTEMBER 30, 2013, IN THE TOTAL AMOUNT OF \$30,000.00**

**WHEREAS**, the Office of the Gloucester County Prosecutor desires to submit a grant application to the State of New Jersey, Division of Highway Traffic Safety, to request continuation of funding for the Driving Under the Influence Sobriety Checkpoint & Saturation Patrol Program for overtime reimbursement to municipal officers enforcing the sobriety checkpoints or saturation patrols; and

**WHEREAS**, the Board of Chosen Freeholders of the County of Gloucester deems this to be beneficial to the citizens of the County of Gloucester; and

**WHEREAS**, the Gloucester County Prosecutor's Office reviewed all data supplied or to be supplied in the application and in its attachments, and certifies to the Board of Chosen Freeholders of the County of Gloucester that all data contained in the application and in its attachments is true and correct; and

**WHEREAS**, the Gloucester County Prosecutor's Office has submitted the grant application to the Department of Human Services for review, and said agency has approved said application, and the Board of Chosen Freeholders of the County of Gloucester understands and agrees that any grant received as a result of the application will be subject to the grant conditions and other policies, regulations and rules issued by the State of New Jersey, Division of Highway Traffic Safety for the administration of grant projects; and

**WHEREAS, WHEREAS**, the Gloucester County Board of Chosen Freeholders acknowledges that the total amount of the grant funds to be requested is \$30,000.00, from October 1, 2012 to September 30, 2013.

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

1. The Director of the Board is hereby authorized to execute any and all documents in connection with the filing of the grant application with the State of New Jersey, Division of Highway Traffic Safety, requesting grant funds from the Driving Under the Influence Sobriety Checkpoint & Saturation Patrol Fund in the amount of \$30,000.00; and
2. The Board of Chosen Freeholders hereby confirms that it shall comply with all applicable regulations of the granting authority as referred to above and shall provide any necessary additional assurances as may be required.

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



**COUNTY OF GLOUCESTER**

**ATTEST:**

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

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

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BOARD OF  
CHOSEN FREEHOLDERS

COUNTY OF GLOUCESTER  
STATE OF NEW JERSEY

FREEHOLDER DIRECTOR  
Robert M. Damminger

FREEHOLDER LIAISON  
Vincent H. Nestore Jr.

TO: Det. Nicholas Schock

DEPARTMENT: Prosecutors Office

GRANT TITLE: Driving Under The Influence Sobriety Checkpoint

DATE: April 3, 2012



DEPARTMENT OF HUMAN  
SERVICES

DIRECTOR  
Lisa A. Cerny

P.O. Box 337  
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)

**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 18, 2012

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

Gloucester County

FED-2013-Gloucester County-00130

GENERAL INFORMATION

Application Agency Gloucester County

Project Title Gloucester County Highway Safety Taskforce DUI Checkpoint / Saturation Pa

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

Gloucester County

FED-2013-Gloucester County-00130

CONTACT INFORMATION

**Project Director**

Prefix:                   Offic  
First Name:               Nicholas  
Last Name:                Schock  
Title:                     Detective  
Address 1:                PO Box 623  
Address 2:  
City:                     Woodbury  
State:                    New Jersey  
Zip:                      08096  
Phone:                    856 - 384 - 5635  
Fax:                      856 - 384 - 5596  
E-Mail:                  nschock@co.gloucester.nj.us

**Financial Director**

Prefix:                   Mr.  
First name:               Gary  
Last Name:                Schwarz  
Title:                     Treasurer  
Address1:                PO Box 337  
Address2:  
City:                     Woodbury  
State:                    New Jersey  
Zip:                      08096  
Phone:                    856 - 853 - 3353  
Fax:                      853 - 845 - 6234  
E-Mail:                  gschwarz@co.gloucester.nj.us

Gloucester County

FED-2013-Gloucester County-00130

CONTACT INFORMATION

Authorizing Official

Prefix: Mr.  
First Name: Robert  
Last Name: Damminger  
Title: Freeholder Director  
Address 1: PO Box 337  
Address 2:  
City: Woodbury  
State: New Jersey  
Zip: 08096  
Phone: 856 - 853 - 3395  
Fax: 853 - 853 - 3308  
E-Mail: rdamminger@co.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.

See attached problem statement

Draft

Click the Browse button to add Problem Statement attachments.

351119-2013DUIckpt.Problemstatement.doc

**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**

To reduce the percentage of impaired driving related fatal crashes to less than 30% of the total fatalities and a reduction to below 15% of all crashes (injury, property damage).

Click the Browse button to add Objectives attachments.

**Tasks**

Increase quantity and quality of DWI traffic enforcement countywide

Decrease impact of DWI enforcement on municipal budgets

Promote public awareness of DWI and traffic safety concerns

**Activities**

Conduct DWI checkpoints and saturation patrols in a coordinated effort to combat impaired driving in Gloucester County. Publicly promote and advertise the details to educate the motoring public about the dangers of drinking and driving.

Gloucester County

FED-2013-Gloucester County-00130

**Objective**

To conduct at least 6 DWI checkpoints and 6 Saturation Patrols as a regular form of DWI enforcement activity within the county, by utilizing experienced police officers to perform enforcement tasks at a pay rate of \$55 per hour (including holidays).

Click the Browse button to add Objectives attachments.

**Tasks**

Coordinate with towns to schedule the details

**Activities**

Conduct at least 6 DWI Checkpoints and 6 saturation patrol details.

Draft

Objective

Click the Browse button to add Objectives attachments.

Tasks

Activities

Draft

Objective

Click the Browse button to add Objectives attachments.

Tasks

Activities

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Objective

Click the Browse button to add Objectives attachments.

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Tasks

Activities

Draft

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.

See attached problem statement

Draft

MILESTONES

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

**Task 1**

Conduct DWI Checkpoints and Saturation Patrols

**Activity 1**

Numerous checkpoints have been conducted in Gloucester County since 2003 to educate the motorists on the effects of alcohol on the body and the consequences of driving while intoxicated. As a result, the total number of DUI related fatal crashes decreased from 13 in 2008, to only 5 in 2009, and then 6 in 2010. This number increased slightly in 2011 to 8. Through frequent, high-visibility enforcement, Gloucester County will seek to reduce the number alcohol-related fatalities in 2012 and 2013 by 10%.

**Task 2**

**Activity 2**

MILESTONES

Task 3

Activity 3

Draft

Task 4

Activity 4

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 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.

This project will be administratively evaluated by the New Jersey Division of Highway Traffic Safety to determine if objectives were fully met.

**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. Included in this evaluation will be the number of individual enforcement events completed under this project, and the number of DUI violations prosecuted in those jurisdictions participating in the project.

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.

The Gloucester County Highway Safety Taskforce has promoted the effectiveness of DWI checkpoints to local municipalities. The result has been a steady increase in participation, even absent funding from the Taskforce. Towns have conducted checkpoints utilizing funds from their municipal budgets, as well as DDEF and "Over the Limit, Under Arrest" funding to continue to conduct DWI checkpoint activities.

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Gloucester County

FED-2013-Gloucester County-00130

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-00130

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
DWI Checkpoint and Saturation Patrols	545	136	\$55.00	\$30,000		\$30,000
						\$0
						\$0
						\$0
						\$0
<b>Total:</b>	545	136		\$30,000	\$0	\$30,000



Gloucester County

FED-2013-01 Gloucester County-00130

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



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 (\$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
<b>Total:</b>	\$0	\$0	\$0

Gloucester County

FED-2013-Gloucester County-00130

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-00130

**BUDGET SUMMARY**

Budget Line Item	Federal Share	State/Local Share	Total Amount
Salaries and Wages	\$0	\$0	\$0
Fringe Benefits	\$0	\$0	\$0
Travel	\$0	\$0	\$0
Enforcement/Education Details	\$30,000	\$0	\$30,000
Miscellaneous Personal Services	\$0	\$0	\$0
Contractual Services	\$0	\$0	\$0
Commodities	\$0	\$0	\$0
Other Direct Costs	\$0	\$0	\$0
Indirect Costs			\$0
<b>Total:</b>	\$30,000	\$0	\$30,000

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: Nicholas F. Schock

**Financial Director Approval**

I approve this application for submission

Name:

**Authorizing Official Approval**

I approve this application for submission

Name:

Draft

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

**WHEREAS**, the Borough of Clayton (“Borough”) located in the County of Gloucester, has a need for landscape design services, specifically to develop a maintenance plan for the Borough’s downtown streetscape and other possible projects for a period of one year, effective the date of signed resolution.

**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 its Landscape Design Architect available to the Borough for the provision of such services for the Borough; 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 and the Borough of Clayton for the provision of landscape consultation services by the County’s Landscape Design Architect for maintaining the Borough’s downtown streetscape and other possible projects for a period of one year commencing with the date of signed resolution.

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



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT N. DILELLA, CLERK**

**SHARED SERVICES AGREEMENT BETWEEN THE  
COUNTY OF GLOUCESTER AND THE BOROUGH OF CLAYTON  
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 Clayton**, 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 maintaining the Borough’s downtown streetscape; 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 maintaining the Borough’s downtown streetscape along Delsea Drive.

**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 18, 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 CLAYTON**

**CHRISTINE NEWCOMB, CLERK**

**THOMAS BIANCO, MAYOR**

**RESOLUTION AUTHORIZING AN ACCESS AGREEMENT TO SOUTH JERSEY GHOST RESEARCH FOR ENTRY TO RED BANK BATTLEFIELD PARK AND THE JAMES AND ANN WHITALL HOUSE FOR THE PURPOSE OF CONDUCTING AN EXPERIMENT INTO ANY PARANORMAL ACTIVITY WHICH MAY OCCUR WITHIN THE DWELLING**

**WHEREAS**, County is the owner of Red Bank Battlefield Park, located at 100 Hessian Avenue, National Park, New Jersey. Within the park sits the James and Ann Whitall House which is steeped in historical and architectural significance and is managed by the Gloucester County Board of Chosen Freeholders (hereinafter the "Whitall House"); and

**WHEREAS**, South Jersey Ghost Research with offices at 16 Church Street, Mount Holly, New Jersey 08060 seeks entry to the Whitall house for the purpose of conducting an experiment into any paranormal activity which may occur within the dwelling thereof and in this Resolution and Access Agreement are collectively referred to as the "Researching Party"; and

**WHEREAS**, County desires to accommodate this study, subject to the Researching Party obtaining the requisite licenses and permits, (b) compliance with the terms of the Use Agreement, and (c) adherence to the County's Rules and Regulations Governing its Parks; and with absolutely no obligation upon the County to provide supervision, security, control or maintenance.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Chosen Freeholders of the County of Gloucester, that the Director of the Board, and the Clerk of the Board, be and hereby are, authorized to execute the Access Agreement by and between the County of Gloucester and South Jersey Ghost Research, for paranormal research at Red Bank Battlefield Park and the Whitall House between hours of 8:00 p.m. and 11:00 p.m. on April 28<sup>th</sup> and June 2nd, 2012.

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, April 18, 2011, at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT N. DiLELLA, CLERK**

**ACCESS AGREEMENT  
BETWEEN  
COUNTY OF GLOUCESTER  
AND  
SOUTH JERSEY GHOST RESEARCH**

**THIS AGREEMENT** is entered into this 18<sup>th</sup> day of April, 2012, by and between **THE COUNTY OF GLOUCESTER**, a body politic and corporate of the State of New Jersey, with offices at 2 South Broad Street, Woodbury, New Jersey, 08096, hereinafter referred to as "**County**", and **SOUTH JERSEY GHOST HUNTERS** with an office at 16 Church Street, Mount Holly, New Jersey 08060, hereinafter referred to as "**Organization**".

**WHEREAS**, County is the owner of Red Bank Battlefield Park, located at 100 Hessian Avenue, National Park, New Jersey. Within the park sits the James and Ann Whitall House which is steeped in historical and architectural significance and is managed by the Gloucester County Board of Chosen Freeholders; and

**WHEREAS**, Organization seeks entry to the Whitall House for the purpose of conducting an experiment into any paranormal activity which may occur within the dwelling; and

**WHEREAS**, County desires to accommodate the Organization, consistent with the terms of this Agreement and all County rules and regulations governing its parks.

**AGREEMENT**

**NOW, THEREFORE**, and in consideration of the performance of the mutual promises made by and between County and Organization as described in this Agreement, the parties, for themselves, and their successors and assigns, hereby agree as follows:

1. **PREMISES**. County hereby agrees to allow Organization access to the Whitall House (hereinafter the "House") between the hours of 8:00 p.m. and 11:00p.m. on April 28th, 2012 and June 2<sup>nd</sup>, 2012. The Parties acknowledge that these hours are outside the normal business hours for the House and beyond the closing time of the Park. County hereby gives Organization a revocable license to access only; and specifically does not convey any other right, title, interest or privilege of any kind.
2. **USE OF THE PREMISES**. The House shall be available only for the Organization's exclusive tour on April 28, 2012 and June 2<sup>nd</sup>, 2012. The organization would then to do a presentation of their findings at the House on October 20, 2012.

The Organization shall not be obligated to pay a fee for access to the House; and

Access to the House by Organization is limited to Dave Juliano and a team of 6-9 persons. They will at all times be in the company of a Gloucester County Park Ranger and will follow any instructions or direction he/she offers; and

No fires shall be kindled in or about the House, on its curtilage, or anywhere in the Park; and

No excavation shall be made on or in, nor earth removed from, or fill added to the curtilage of the house, or anywhere in the Park; and

Organization will be held to the same standard of restraint as all other tours of the House and refrain from touching or handling the artifacts displayed within the House. The County's rules and regulations governing its parks are incorporated herein by reference. Organization agrees that it has reviewed the said rules and regulations, and understands that it shall at all times abide by same in its access to the House and Park.

3. **INDEMNIFICATION.** The Organization shall be responsible for, shall keep, save and hold the County harmless from, and shall indemnify and shall defend the County against, any claim, loss, liability, expense (specifically including but not limited to costs, counsel fees and/or experts' fees), or damage resulting from all mental or physical injuries or disabilities, including death, to employees, members, participants, guests, and invitees of the Organization, or to any other persons, or from any damage to any property sustained in connection with this Agreement which results from any acts or omissions, including negligence or malpractice of any of its officers, directors, employees, agents, servants, independent contractors, guests and invitees, or from the Organization's failure to provide for the safety and protection of its employees, members, participants, guests and invitees, or from Organization's performance or failure to perform pursuant to the terms and provisions of this Agreement. The Organization'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.

4. **INSURANCE.** To obtain access to the House during the hours requested, Organization shall obtain the following minimum insurance coverage, as specified below, with a company or companies licensed or otherwise authorized to do business in the State of New Jersey:

General Liability (including, but not limited to, personal injury, premises, property damage) with a minimum limit combined single limit of \$500,000 per occurrence / \$500,000 annual aggregate for "not-for-profit" organizations and \$1,000,000 per occurrence / \$1,000,000 annual aggregate for "for profit" organizations.

The Organization shall not be permitted access to the House until it has submitted a Certificate of Insurance evidencing such insurance coverage. County shall be noted as a Certificate Holder on the Certificate of Insurance.

5. **LICENSE; TERMINATION.** The parties acknowledge that this Agreement constitutes a revocable license to access only, which license may be revoked by the County in its sole discretion, and at any time convenient to the County.

County shall provide notice of such termination to Organization at the address set forth above. Upon termination, Organization shall remove themselves and all objects, which it may have placed in the House, or anywhere else in the Park, and leave the same in the same condition as it found it at the commencement of this Agreement.

The County may immediately, and without notice, terminate this Agreement, and the license granted herein, if the Organization, or any of its employees, members, participants, guests or invitees, violate any of the terms of this Agreement, or violate any of the County's Rules and Regulations Governing its Parks.

This license is given subject and subordinate to any and all easements, rights, privileges, other licenses or other grants of whatever nature previously given by County, or otherwise created, which now exists and which affect the House, and the Park.

6. **NO AGENCY RELATIONSHIP.** The parties acknowledge that Organization is an independent organization, and has no agency or other formal relationship with the County beyond the relationship created by the terms of this Agreement.
7. **APPLICABLE LAW.** The application and/or interpretation of this Agreement, and the rights and obligations of the parties to the Agreement, shall be governed by the laws of the State of New Jersey.
8. **NO ASSIGNMENT OR SUBCONTRACT.** This Agreement may not be assigned by the Organization, except as otherwise agreed in writing by both parties. Any attempted assignment 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.
9. **CONTRACT PARTS.** This Agreement consists of this Agreement and the Perceptive Paranormal Research Proposal to Gain Entry to Whitall House, which is incorporated herein by reference. Should there occur a conflict between this Agreement and the "Proposal" document, then this Agreement shall prevail.

ATTEST:

COUNTY OF GLOUCESTER

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

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

WITNESS:

SOUTH JERSEY GHOST RESEARCH

\_\_\_\_\_  
DAVE JULIANO

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**RESOLUTION AUTHORIZING THE EXECUTION OF A SHARED SERVICES AGREEMENT BETWEEN THE COUNTY OF GLOUCESTER AND THE GLOUCESTER COUNTY IMPROVEMENT AUTHORITY TO PROVIDE FAMILY ENTERTAINMENT AT THE DREAM PARK IN LOGAN TOWNSHIP**

**WHEREAS**, the County of Gloucester (hereinafter the "County") is a body politic and corporate of the State of New Jersey, with its principal offices located at 2 South Broad Street, Woodbury, NJ 08096; and

**WHEREAS**, the Gloucester County Improvement Authority (hereinafter the "GCIA") is a body politic and corporate of the State of New Jersey, with its principal offices located at 109 Budd Boulevard, West Deptford, NJ 08096; and

**WHEREAS**, the GCIA owns and maintains the 277 acre state of the art complex known as the Delaware River Equestrian Agriculture and Marine Park (DREAM) in Logan Township; and

**WHEREAS**, activities at the park include weddings, concerts, company gatherings and other social events and are diverse and not limited to equestrian events; and

**WHEREAS**, the County historically provides family oriented amusement, such as shows, concerts, skits and the like, particularly during the mild weather months, to enhance the quality of life by offering wholesome entertainment; and

**WHEREAS**, the County Department of Parks and Recreation has certain expertise in event planning of this nature; and

**WHEREAS**, the County has contracted with the following performers to entertain at the Dream Park:

Paisley Pickles for June 28, 2012  
Pirate Magic for July 12, 2012  
Yosi the Children's Singer for July 26, 2012  
Snakes and Scales Animal Show for August 9, 2012  
\*All shows begin at 10:30am; and

**WHEREAS**, these activities would contribute to the enjoyment of Gloucester County residents at the park; and

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

**WHEREAS**, the County and the GCIA have memorialized an agreement between them which is consistent with the Act, which both desire to enter into, as it relates to these events.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Chosen Freeholders of the County of Gloucester, that the Director of the Board, and the Clerk of the Board, be and hereby are, authorized to execute the Shared Services Agreement by and between the County of Gloucester and the Gloucester County Improvement Authority, for and regarding family entertainment which includes Paisley Pickles for June 28, 2012; Pirate Magic for July 12, 2012; Yosi the Children's Singer for July 26, 2012; Snakes and Scales Animal Show for August 9, 2012, at the Dream Park in Logan Township.

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



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT N. DILELLA, CLERK**

**SHARED SERVICES AGREEMENT BETWEEN THE GLOUCESTER COUNTY IMPROVEMENT AUTHORITY AND THE COUNTY OF GLOUCESTER REGARDING FAMILY ENTERTAINMENT AT THE DREAM PARK**

**THIS UNIFORM SHARED SERVICES SHARED AGREEMENT** (“Shared Services Agreement”), dated this 18<sup>th</sup> day of April, 2012, by and between the **Gloucester County Improvement Authority**, a body politic and corporate of the State of New Jersey (hereinafter the “GCIA”), and the **County of Gloucester**, a body politic and corporate of the State of New Jersey (hereinafter the “County”).

**RECITALS**

**WHEREAS**, the GCIA is a body politic and corporate of the State of New Jersey, with its principal offices located at 109 Budd Boulevard, West Deptford, NJ 08096; and

**WHEREAS**, the County is a body politic and corporate of the State of New Jersey, with its principal offices located at 2 South Broad Street, Woodbury, NJ 08096; and

**WHEREAS**, the GCIA owns and maintains the 277 acre state of the art complex known as the Delaware River Equestrian Agriculture and Marine Park (Dream) in Logan Township; and

**WHEREAS**, the County historically provides family oriented amusement, such as shows, concerts, skits and the like, particularly during the mild weather months, to enhance the quality of life by offering wholesome entertainment; and

**WHEREAS**, the County Department of Parks and Recreation has certain expertise in event planning of this nature; and

**WHEREAS**, the County has contracted with:

- Paisley Pickles for June 28, 2012
- Pirate Magic for July 12, 2012
- Yosi the Children’s Singer for July 26, 2012
- Snakes and Scales Animal Show for August 9, 2012
- \*All shows begin at 10:30am; and

**WHEREAS**, these activities would contribute to the enjoyment of Gloucester County residents at the park; and

**WHEREAS**, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A: 65-1, et. seq., specifically authorizes local government units 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 GCIA and the County do hereby agree as follows:

## AGREEMENT

1. **AGREEMENT.** The GCIA agrees to permit the use of the Equestrian Dream Park for family fun performances featuring Pailsey Pickles, Pirate Magic, Yosi the Children's Singer, and Snakes and scales Animal Show. The performances are scheduled for June 28, 2012, July 12, 2012, July 26, 2012 and August 9, 2012 respectively with all shows beginning at 10:30 a.m. County will contract to provide the performer. The parties agree that the County is not obligated to reimburse the GCIA for use of the park.
2. **SUPERVISION OF EVENT.** The parties acknowledge that the events will be arranged by the Gloucester County Department of Parks and Recreation at no cost to the GCIA.
3. **NO ASSIGNMENT OR SUBCONTRACT.** This Contract may not be assigned nor subcontracted. 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.
4. **INDEMNIFICATION.** The County and the GCIA, individually, jointly and severally shall be responsible for, shall keep, save and hold each harmless from, and shall indemnify and shall defend the other 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 or from any damage to any property sustained in connection with this event which results from any aspect of this event. 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. The County will obtain an indemnification and waivers from the performers for the benefit of both County and GCIA.
5. **INSURANCE.** The GCIA represents that it maintains General Liability, and all other necessary and appropriate insurances related to concerts, shows, and special events of this nature occurring at the Dream Park.
6. **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 performer(s) shall be suspended without liability for the period during which the County is so prevented.
7. **COMPLIANCE WITH APPLICABLE LAW.** GCIA and performers shall at all times during the course of the effective period of this Contract comply with and be subject to all applicable laws, rules and regulations of the State of New Jersey and of the United States and of any other entity having jurisdiction pertaining to the activity which is the subject of this agreement.
8. **INDEPENDENT STATUS.** The parties acknowledge that neither the GCIA nor the performers are, for any purpose, agents of the County in any way.

9. **COUNTERPARTS.** This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute but one and the same instrument.

**THIS CONTRACT** is dated this **18<sup>th</sup>** day of **April**, 2012.

**IN WITNESS WHEREOF**, the County has caused this instrument to be signed by its Director, attested by its Clerk, pursuant to a Resolution of the County and the GCIAC has caused this instrument to be signed by their properly authorized representatives.

**ATTEST:**

**COUNTY OF GLOUCESTER**

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

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

**ATTEST:**

**GLOUCESTER COUNTY  
IMPROVEMENT AUTHORITY**

\_\_\_\_\_  
**PAUL W. LENKOWSKI,  
SECRETARY/TREASURER**

\_\_\_\_\_  
**CHARLES FENTRESS,  
CHAIRMAN**

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**RESOLUTION AUTHORIZING THE EXECUTION OF SHARED SERVICE AGREEMENTS BETWEEN THE COUNTY OF GLOUCESTER AND DEPTFORD, MANTUA, GLASSBORO, CLAYTON, AND WASHINGTON TOWNSHIP RESPECTIVELY TO PROVIDE FAMILY ENTERTAINMENT AT VARIOUS LOCATIONS AND VENUES FOR SUMMER CONCERTS**

**WHEREAS**, the County of Gloucester (hereinafter the "County") is a body politic and corporate of the State of New Jersey, with its principal offices located at 2 South Broad Street, Woodbury, NJ 08096; and

**WHEREAS**, the County historically provides outdoor amusement, such as shows, concerts, skits and the like, during the mild weather months, to enhance the quality of life by offering wholesome family entertainment; and

**WHEREAS**, the County Department of Parks and Recreation has certain expertise in event planning of this nature; and

**WHEREAS**, the Township of Deptford (hereinafter "Deptford") is a body politic and corporate of the State of New Jersey, with its principal offices located at 1011 Cooper St. Deptford, NJ 08096. The County has contracted with the musical artist, Right Turn at 40, for a performance on July 8, 2012 from 7 p.m. to 8:30 p.m., and with performers Fish Tales on July 29<sup>th</sup>, Megs Melodies on July 13<sup>th</sup>, Two of A Kind Children's Music on July 20<sup>th</sup>, and Cool Beans Band on August 3, 2012 for Family Fun Shows beginning at 10:30 a.m.; and

**WHEREAS**, Deptford has agreed to permit the use of Charles Fasola Park for the aforesaid performers; and

**WHEREAS**, the Township of Mantua (hereinafter "Mantua") is a body politic and corporate of the State of New Jersey, with its principal offices located at 401 Main Street, Mantua, NJ 08051. The County has contracted with the following entertainers: The Alphabet Song for July 11<sup>th</sup>, One Man Circus for July 18<sup>th</sup>, Lady Hawke Storytelling for August 1<sup>st</sup>, and Woodford Wildlife Refuge Animal Show for August 8, 2012 for Family Fun Shows. All shows begin at 10:30 a.m.; and

**WHEREAS**, Mantua has agreed to permit the use of Chestnut Branch Park for the aforesaid performers; and

**WHEREAS**, the Borough of Glassboro (hereinafter "Glassboro") is a body politic and corporate of the State of New Jersey, with its principal offices located at 1 South Main Street, Glassboro, NJ 08028. The County has contracted with the musical artist, The Mango Men, for a performance on July 30, 2012 from 7 p.m. to 8:30 p.m.; and

**WHEREAS**, Glassboro has agreed to permit the use of South Delsea Drive Park for the aforesaid performers; and

**WHEREAS**, the Borough of Clayton (hereinafter "Clayton") is a body politic and corporate of the State of New Jersey, with its principal offices located at 125 N. Delsea Drive, Clayton, NJ 08312. The County has contracted with musical artist, Jimmy and the Parrots for a performance on July 15<sup>th</sup>, 2012 from 7 p.m. to 8 p.m.; and

**WHEREAS**, Clayton has agreed to permit the use of Little Ease Park for the aforesaid performer; and

**WHEREAS**, the Township of Washington (hereinafter "Washington Township") is a body politic and corporate of the State of new jersey, with its principle offices located at 523 Egg harbor Road, Turnersville, NJ 08012. The County has contracted with musical artist, the B-Street Band for a performance on June 24<sup>th</sup>, 2012 at 7:00 p.m. at Washington Lake Park; and

**WHEREAS**, Washington Township has agreed to permit the use of Washington Lake Park for the aforesaid performer; and

**WHEREAS**, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A: 65-1, et. seq., specifically authorizes local government units 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 be and are hereby

authorized to execute the Shared Services Agreements by and between the County of Gloucester and Deptford, Mantua, Glassboro, Clayton and Washington Township for and regarding the presentation of family oriented entertainment on specified dates and at the parks and locations consistent with each Agreement.

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



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT N. DILELLA, CLERK**

**SHARED SERVICES AGREEMENT  
BETWEEN  
THE TOWNSHIP OF WASHINGTON  
AND  
THE COUNTY OF GLOUCESTER  
TO PROVIDE FAMILY ENTERTAINMENT AT WASHINGTON LAKE  
PARK IN WASHINGTON TOWNSHIP**

**THIS UNIFORM SHARED SERVICES SHARED AGREEMENT** (“Shared Services Agreement”), dated this the 18th day of April, 2012, by and between the **Township of Washington**, a body politic and corporate of the State of New Jersey (hereinafter “Washington Township”), and the **County of Gloucester**, a body politic and corporate of the State of New Jersey (hereinafter the “County”).

**RECITALS**

**WHEREAS**, the County is a body politic and corporate of the State of New Jersey, with its principal offices located at 2 South Broad Street, Woodbury, NJ 08096; and

**WHEREAS**, the Township of Washington is a body politic and corporate of the State of New Jersey, with its principal offices located at 533 Egg Harbor Road, Turnersville, NJ 08012; and

**WHEREAS**, the Washington Lake Park is a recreational area in the Township of Washington with amenities for presenting shows and productions which provides an excellent venue for family entertainment; and

**WHEREAS**, the County historically provides family oriented amusement, such as shows, concerts, skits and the like, particularly during the mild weather months, to enhance the quality of life by offering wholesome entertainment; and

**WHEREAS**, the County Department of Parks and Recreation has certain expertise in event planning of this nature; and

**WHEREAS**, the County has contracted with the musical artist, The B-Street Band, for a performance on June 24, 2012 from 7 p.m. to 8:30 p.m. in Washington Lake Park; and

**WHEREAS**, these activities would contribute to the enjoyment of Gloucester County residents at the park; and

**WHEREAS**, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A: 65-1, et. seq., specifically authorizes local government units 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, Washington Township and the County do hereby agree as follows:

## AGREEMENT

1. **AGREEMENT.** Washington Township agrees to permit the use of the Washington Lake Park for a performance by The B-Street Band on June 24th, 2012 from 7 p.m. to 8:30 p.m.; the County will contract to provide the performer. The parties agree that the County is not obligated to reimburse the Washington Township for use of the park.
2. **SUPERVISION OF EVENT.** The parties acknowledge that the events will be arranged by the Gloucester County Department of Parks and Recreation at no cost to Washington Township.
3. **NO ASSIGNMENT OR SUBCONTRACT.** This Contract may not be assigned nor subcontracted. 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.
4. **INDEMNIFICATION.** The County and Washington Township, individually, jointly and severally shall be responsible for, shall keep, save and hold each harmless from, and shall indemnify and shall defend the other 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 or from any damage to any property sustained in connection with this event which results from any aspect of this event. 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. The County will obtain an indemnification and waivers from the performers for the benefit of both County and Washington Township.
5. **INSURANCE.** Washington Township represents that it maintains General Liability, and all other necessary and appropriate insurances related to concerts, shows, and special events of this nature occurring at the Washington Lake Park.
6. **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 performer(s) shall be suspended without liability for the period during which the County is so prevented.
7. **COMPLIANCE WITH APPLICABLE LAW.** Washington Township and performers shall at all times during the course of the effective period of this Contract comply with and be subject to all applicable laws, rules and regulations of the State of New Jersey and of the United States and of any other entity having jurisdiction pertaining to the activity which is the subject of this agreement.
8. **INDEPENDENT STATUS.** The parties acknowledge that neither Washington Township nor the performers are, for any purpose, agents of the County in any way.

9. **COUNTERPARTS.** This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute but one and the same instrument.

**THIS CONTRACT** is dated this 18th day of April, 2012.

**IN WITNESS WHEREOF**, the County has caused this instrument to be signed by its Director, attested by its Clerk, pursuant to a Resolution of the County and Washington Township has caused this instrument to be signed by their properly authorized representatives.

**ATTEST:**

**COUNTY OF GLOUCESTER**

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

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

**ATTEST:**

**WASHINGTON TOWNSHIP**

\_\_\_\_\_  
**ROBERT SMITH, TOWNSHIP  
ADMINISTRATOR**

\_\_\_\_\_  
**BARBARA A. WALLACE, MAYOR**

G4

**SHARED SERVICES AGREEMENT  
BETWEEN  
THE BOROUGH OF CLAYTON  
AND  
THE COUNTY OF GLOUCESTER  
TO PROVIDE FAMILY ENTERTAINMENT AT THE  
LITTLE EASE PARK IN CLAYTON**

**THIS UNIFORM SHARED SERVICES SHARED AGREEMENT** (“Shared Services Agreement”), dated this 18<sup>th</sup> day of April, 2012, by and between the **Borough of Clayton**, a body politic and corporate of the State of New Jersey (hereinafter “Clayton”), and the **County of Gloucester**, a body politic and corporate of the State of New Jersey (hereinafter the “County”).

**RECITALS**

**WHEREAS**, the County is a body politic and corporate of the State of New Jersey, with its principal offices located at 2 South Broad Street, Woodbury, NJ 08096; and

**WHEREAS**, the Borough of Clayton is a body politic and corporate of the State of New Jersey, with its principal offices located at 125 N. Delsea Drive, Clayton, NJ 08312; and

**WHEREAS**, the Little Ease Park is a recreational area in the Borough of Clayton which provides an excellent venue for family entertainment; and

**WHEREAS**, the County historically provides family oriented amusement, such as shows, concerts, skits and the like, particularly during the mild weather months, to enhance the quality of life by offering wholesome entertainment; and

**WHEREAS**, the County Department of Parks and Recreation has certain expertise in event planning of this nature; and

**WHEREAS**, the County has contracted with the musical artist, Jimmy and the Parrots, for a performance on July 15, 2012 from 7 p.m. to 8:30 p.m.; and

**WHEREAS**, these activities would contribute to the enjoyment of Gloucester County residents at the park; and

**WHEREAS**, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A: 65-1, et. seq., specifically authorizes local government units 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, Clayton and the County do hereby agree as follows:

## AGREEMENT

1. **AGREEMENT.** Clayton agrees to permit the use of the Little Ease Park for a performance by Jimmy and the Parrots on July 15, 2012 from 7 p.m. to 8:30 p.m. County will contract to provide the performer. The parties agree that the County is not obligated to reimburse the Glassboro for use of the park.
2. **SUPERVISION OF EVENT.** The parties acknowledge that the events will be arranged by the Gloucester County Department of Parks and Recreation at no cost to Glassboro.
3. **NO ASSIGNMENT OR SUBCONTRACT.** This Contract may not be assigned nor subcontracted. 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.
4. **INDEMNIFICATION.** The County and Clayton, individually, jointly and severally shall be responsible for, shall keep, save and hold each harmless from, and shall indemnify and shall defend the other 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 or from any damage to any property sustained in connection with this event which results from any aspect of this event. 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. The County will obtain an indemnification and waivers from the performers for the benefit of both County and Glassboro.
5. **INSURANCE.** Clayton represents that it maintains General Liability, and all other necessary and appropriate insurances related to concerts, shows, and special events of this nature occurring at the Little Ease Park.
6. **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 performer(s) shall be suspended without liability for the period during which the County is so prevented.
7. **COMPLIANCE WITH APPLICABLE LAW.** Clayton and performers shall at all times during the course of the effective period of this Contract comply with and be subject to all applicable laws, rules and regulations of the State of New Jersey and of the United States and of any other entity having jurisdiction pertaining to the activity which is the subject of this agreement.
8. **INDEPENDENT STATUS.** The parties acknowledge that neither Clayton nor the performers are, for any purpose, agents of the County in any way.

9. **COUNTERPARTS.** This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute but one and the same instrument.

**THIS CONTRACT** is dated this 18<sup>th</sup> day of April, 2012.

**IN WITNESS WHEREOF**, the County has caused this instrument to be signed by its Director, attested by its Clerk, pursuant to a Resolution of the County and the Glassboro has caused this instrument to be signed by their properly authorized representatives.

**ATTEST:**

**COUNTY OF GLOUCESTER**

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

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

**ATTEST:**

**BOROUGH OF CLAYTON**

\_\_\_\_\_  
**SUE MILLER  
ADMINISTRATOR**

\_\_\_\_\_  
**THOMAS BIANCO, MAYOR**

G4

**SHARED SERVICES AGREEMENT  
BETWEEN  
THE BOROUGH OF GLASSBORO  
AND  
THE COUNTY OF GLOUCESTER  
TO PROVIDE FAMILY ENTERTAINMENT AT THE  
SOUTH DELSEA DRIVE PARK IN GLASSBORO**

**THIS UNIFORM SHARED SERVICES SHARED AGREEMENT** (“Shared Services Agreement”), dated this 18<sup>th</sup> day of April, 2012, by and between the **Borough of Glassboro**, a body politic and corporate of the State of New Jersey (hereinafter “Glassboro”), and the **County of Gloucester**, a body politic and corporate of the State of New Jersey (hereinafter the “County”).

**RECITALS**

**WHEREAS**, the County is a body politic and corporate of the State of New Jersey, with its principal offices located at 2 South Broad Street, Woodbury, NJ 08096; and

**WHEREAS**, the Borough of Glassboro is a body politic and corporate of the State of New Jersey, with its principal offices located at 1 South Main Street, Glassboro, NJ 08028; and

**WHEREAS**, the South Delsea Drive Park is a recreational area in the Borough of Glassboro which provides an excellent venue for family entertainment; and

**WHEREAS**, the County historically provides family oriented amusement, such as shows, concerts, skits and the like, particularly during the mild weather months, to enhance the quality of life by offering wholesome entertainment; and

**WHEREAS**, the County Department of Parks and Recreation has certain expertise in event planning of this nature; and

**WHEREAS**, the County has contracted with the musical artist, The Mango Men, for a performance on July 30, 2012 from 7 p.m. to 8:30 p.m.; and

**WHEREAS**, these activities would contribute to the enjoyment of Gloucester County residents at the park; and

**WHEREAS**, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A: 65-1, et. seq., specifically authorizes local government units 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, Glassboro and the County do hereby agree as follows:

## AGREEMENT

1. **AGREEMENT.** Glassboro agrees to permit the use of the South Delsea Drive Park for a performance by The Mango Men on July 30, 2012 from 7 p.m. to 8:30 p.m. County will contract to provide the performer. The parties agree that the County is not obligated to reimburse the Glassboro for use of the park.
2. **SUPERVISION OF EVENT.** The parties acknowledge that the events will be arranged by the Gloucester County Department of Parks and Recreation at no cost to Glassboro.
3. **NO ASSIGNMENT OR SUBCONTRACT.** This Contract may not be assigned nor subcontracted. 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.
4. **INDEMNIFICATION.** The County and Glassboro, individually, jointly and severally shall be responsible for, shall keep, save and hold each harmless from, and shall indemnify and shall defend the other 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 or from any damage to any property sustained in connection with this event which results from any aspect of this event. 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. The County will obtain an indemnification and waivers from the performers for the benefit of both County and Glassboro.
5. **INSURANCE.** Glassboro represents that it maintains General Liability, and all other necessary and appropriate insurances related to concerts, shows, and special events of this nature occurring at the South Delsea Drive Park.
6. **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 performer(s) shall be suspended without liability for the period during which the County is so prevented.
7. **COMPLIANCE WITH APPLICABLE LAW.** Glassboro and performers shall at all times during the course of the effective period of this Contract comply with and be subject to all applicable laws, rules and regulations of the State of New Jersey and of the United States and of any other entity having jurisdiction pertaining to the activity which is the subject of this agreement.
8. **INDEPENDENT STATUS.** The parties acknowledge that neither Glassboro nor the performers are, for any purpose, agents of the County in any way.

9. **COUNTERPARTS.** This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute but one and the same instrument.

**THIS CONTRACT** is dated this 18<sup>th</sup> day of April, 2012.

**IN WITNESS WHEREOF**, the County has caused this instrument to be signed by its Director, attested by its Clerk, pursuant to a Resolution of the County and the Glassboro has caused this instrument to be signed by their properly authorized representatives.

**ATTEST:**

**COUNTY OF GLOUCESTER**

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

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

**ATTEST:**

**BOROUGH OF GLASSBORO**

\_\_\_\_\_  
**JOSEPH A. BRIGANDI, JR.,  
ADMINISTRATOR**

\_\_\_\_\_  
**LEO MCCABE, MAYOR**

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**SHARED SERVICES AGREEMENT  
BETWEEN  
THE TOWNSHIP OF MANTUA  
AND  
THE COUNTY OF GLOUCESTER  
TO PROVIDE FAMILY ENTERTAINMENT AT CHESTNUT BRANCH PARK**

**THIS UNIFORM SHARED SERVICES SHARED AGREEMENT** (“Shared Services Agreement”), dated this 18th day of April, 2012, by and between the **Township of Mantua**, a body politic and corporate of the State of New Jersey (hereinafter “Mantua”), and the **County of Gloucester**, a body politic and corporate of the State of New Jersey (hereinafter the “County”).

**RECITALS**

**WHEREAS**, the County is a body politic and corporate of the State of New Jersey, with its principal offices located at 2 South Broad Street, Woodbury, NJ 08096; and

**WHEREAS**, the Mantua is a body politic and corporate of the State of New Jersey, with its principal offices located at 401 Main Street, Mantua, NJ 08051; and

**WHEREAS**, the Chestnut Branch Park in Mantua Township is a recreational which provides an excellent venue for family entertainment; and

**WHEREAS**, the County historically provides family oriented amusement, such as shows, concerts, skits and the like, particularly during the mild weather months, to enhance the quality of life by offering wholesome entertainment; and

**WHEREAS**, the County Department of Parks and Recreation has certain expertise in event planning of this nature; and

**WHEREAS**, the County has contracted with the following entertainers to perform at the Chestnut Branch Park in Mantua Township:

- The Alphabet Song for July 11, 2012
- One Man Circus for July 18, 2012
- Lady Hawke Storytelling for August 1, 2012
- Woodford Wildlife Refuge Animal Show for August 8, 2012
- All shows begin at 10:30 a.m. rain or shine; and

**WHEREAS**, these activities would contribute to the enjoyment of Gloucester County residents at the park; and

**WHEREAS**, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A: 65-1, et. seq., specifically authorizes local government units 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, Mantua and the County do hereby agree as follows:

**AGREEMENT**

1. **AGREEMENT.** Mantua agrees to permit the use of the Chestnut Branch Park for family fun performances featuring The Alphabet Song, One Man Circus, Lady Hawke Storytelling, and Woodford Wildlife Refuge Animal Show. The performances are scheduled for July 11<sup>th</sup>, July 18<sup>th</sup>, August 1<sup>st</sup> and August 8<sup>th</sup>, 2012 respectively with all shows beginning at 10:30 a.m. County will contract to provide the performer. The parties agree that the County is not obligated to reimburse the Mantua for use of the park.
2. **SUPERVISION OF EVENT.** The parties acknowledge that the events will be arranged by the Gloucester County Department of Parks and Recreation at no cost to Mantua.
3. **NO ASSIGNMENT OR SUBCONTRACT.** This Contract may not be assigned nor subcontracted. 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.
4. **INDEMNIFICATION.** The County and Mantua, individually, jointly and severally shall be responsible for, shall keep, save and hold each harmless from, and shall indemnify and shall defend the other 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 or from any damage to any property sustained in connection with this event which results from any aspect of this event. 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. The County will obtain an indemnification and waivers from the performers for the benefit of both County and Mantua.
5. **INSURANCE.** Mantua represents that it maintains General Liability, and all other necessary and appropriate insurances related to concerts, shows, and special events of this nature occurring at the Chestnut Branch Park.
6. **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 performer(s) shall be suspended without liability for the period during which the County is so prevented.
7. **COMPLIANCE WITH APPLICABLE LAW.** Mantua and performers shall at all times during the course of the effective period of this Contract comply with and be subject to all applicable laws, rules and regulations of the State of New Jersey and of the United States and of any other entity having jurisdiction pertaining to the activity which is the subject of this agreement.

8. **INDEPENDENT STATUS.** The parties acknowledge that neither Mantua nor the performers are, for any purpose, agents of the County in any way.

9. **COUNTERPARTS.** This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute but one and the same instrument.

**THIS CONTRACT** is dated this 18th day of April, 2012.

**IN WITNESS WHEREOF,** the County has caused this instrument to be signed by its Director, attested by its Clerk, pursuant to a Resolution of the County and the Mantua has caused this instrument to be signed by their properly authorized representatives.

**ATTEST:**

**COUNTY OF GLOUCESTER**

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

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

**ATTEST:**

**MANTUA TOWNSHIP**

\_\_\_\_\_  
**SHAWN MENZIES, CLERK**

\_\_\_\_\_  
**PETER SCIRROTTO, MAYOR**

**SHARED SERVICES AGREEMENT  
BETWEEN  
THE TOWNSHIP OF DEPTFORD  
AND  
THE COUNTY OF GLOUCESTER  
TO PROVIDE FAMILY ENTERTAINMENT AT CHARLES FASOLA  
PARK IN DEPTFORD TOWNSHIP**

**THIS UNIFORM SHARED SERVICES SHARED AGREEMENT** (“Shared Services Agreement”), dated this the 18th day of April, 2012, by and between the **Township of Deptford**, a body politic and corporate of the State of New Jersey (hereinafter “Deptford”), and the **County of Gloucester**, a body politic and corporate of the State of New Jersey (hereinafter the “County”).

**RECITALS**

**WHEREAS**, the County is a body politic and corporate of the State of New Jersey, with its principal offices located at 2 South Broad Street, Woodbury, NJ 08096; and

**WHEREAS**, the Township of Deptford is a body politic and corporate of the State of New Jersey, with its principal offices located at 1011 Cooper Street, Deptford, NJ 08096; and

**WHEREAS**, the Charles Fasola Park is a recreational area in the Township of Deptford which provides an excellent venue for family entertainment; and

**WHEREAS**, the County historically provides family oriented amusement, such as shows, concerts, skits and the like, particularly during the mild weather months, to enhance the quality of life by offering wholesome entertainment; and

**WHEREAS**, the County Department of Parks and Recreation has certain expertise in event planning of this nature; and

**WHEREAS**, the County has contracted with the musical artist, Right Turn At 40, for a performance on July 8, 2012 from 7pm to 8:30pm; and performers Fish Tales and Ocean Oddballs on June 29<sup>th</sup>, Megs Melodies on July 13<sup>th</sup>, Two of a Kind Children’s Music on July 20<sup>th</sup>, and Cool Beans band on August 3<sup>rd</sup>, 2012 for Family Fun shows beginning at 10:30 a.m.; and

**WHEREAS**, these activities would contribute to the enjoyment of Gloucester County residents at the park; and

**WHEREAS**, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A: 65-1, et. seq., specifically authorizes local government units 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, Deptford Township and the County do hereby agree as follows:

**AGREEMENT**

1. **AGREEMENT.** Deptford agrees to permit the use of the Charles Fasola Park for a performance by Right Turn At 40 on July 8, 2012 from 7pm to 8:30pm, Fish Tales and Ocean Oddballs on June 29<sup>th</sup>, Megs Melodies on July 13<sup>th</sup>, Two of a Kind Children's Music on July 20<sup>th</sup> and Cool Beans Band on August 3, 2012 with performances beginning at 10:30a.m.; the County will contract to provide the performer. The parties agree that the County is not obligated to reimburse the Deptford for use of the park.
2. **SUPERVISION OF EVENT.** The parties acknowledge that the events will be arranged by the Gloucester County Department of Parks and Recreation at no cost to Deptford.
3. **NO ASSIGNMENT OR SUBCONTRACT.** This Contract may not be assigned nor subcontracted. 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.
4. **INDEMNIFICATION.** The County and Deptford, individually, jointly and severally shall be responsible for, shall keep, save and hold each harmless from, and shall indemnify and shall defend the other 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 or from any damage to any property sustained in connection with this event which results from any aspect of this event. 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. The County will obtain an indemnification and waivers from the performers for the benefit of both County and Deptford.
5. **INSURANCE.** Deptford represents that it maintains General Liability, and all other necessary and appropriate insurances related to concerts, shows, and special events of this nature occurring at the Charles Fasola Park.
6. **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 performer(s) shall be suspended without liability for the period during which the County is so prevented.
7. **COMPLIANCE WITH APPLICABLE LAW.** Deptford and performers shall at all times during the course of the effective period of this Contract comply with and be subject to all applicable laws, rules and regulations of the State of New Jersey and of the United States and of any other entity having jurisdiction pertaining to the activity which is the subject of this agreement.
8. **INDEPENDENT STATUS.** The parties acknowledge that neither Deptford nor the performers are, for any purpose, agents of the County in any way.

9. **COUNTERPARTS.** This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute but one and the same instrument.

**THIS CONTRACT** is dated this 18th day of April, 2012.

**IN WITNESS WHEREOF**, the County has caused this instrument to be signed by its Director, attested by its Clerk, pursuant to a Resolution of the County and Deptford has caused this instrument to be signed by their properly authorized representatives.

**ATTEST:**

**COUNTY OF GLOUCESTER**

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

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

**ATTEST:**

**DEPTFORD TOWNSHIP**

\_\_\_\_\_  
**KEN BARNSHAW, TOWNSHIP  
MANAGER**

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

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

Certificate of Availability of Funds

TREASURER'S NO. 12-02902

DATE April 4, 2012

T-03-08-509-372-20548

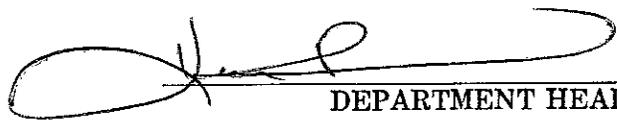
BUDGET NUMBER - CURRENT YR \_\_\_\_\_ B \_\_\_\_\_ DEPARTMENT Land Preservation

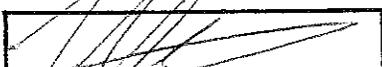
AMOUNT OF CERTIFICATION \$35,000.00 COUNTY COUNSEL August Knestaut

DESCRIPTION: Resolution authorizing the award of a split RFP for a period of one year from the date of the award for a minimum contract amount of zero and a maximum contract amount of \$35,000.00 as per RFP 12-024 to the Foundation Title, LLC for the provision of title work and related services for land and/or development right acquisitions.

VENDOR: Foundation Title

ADDRESS: 13000 Lincoln Drive West, Suite 201  
Marlton, NJ 08053

  
DEPARTMENT HEAD APPROVAL

APPROVED   
PURCHASING AGENT

RETURNED TO DEPARTMENT  
 NOT APPROVED

DATE PROCESSED \_\_\_\_\_

4-18-12  
Freeholder  
meeting

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

Certificate of Availability of Funds

TREASURER'S NO. 12-02903

DATE March 30, 2012

T-03-08-509-372-20548

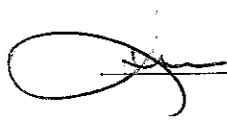
BUDGET NUMBER - CURRENT YR \_\_\_\_\_ B \_\_\_\_\_ DEPARTMENT Land Preservation

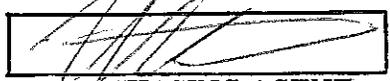
AMOUNT OF CERTIFICATION \$35,000.00 COUNTY COUNSEL Gus Knestat

DESCRIPTION: Resolution authorizing the award of a split RFP for a period of one year from the date of the award for a minimum contract amount of zero and a maximum amount of \$35,000.00 as per RFP . 12-024 to Title America Agency for the provision of title work and related services for land and/or development right acquisitions.

VENDOR: Title America Agency

ADDRESS: 185 W. White Horse Pike  
Berlin, NJ 08009

 DEPARTMENT HEAD APPROVAL

APPROVED   
PURCHASING AGENT

RETURNED TO DEPARTMENT  
 NOT APPROVED

DATE PROCESSED \_\_\_\_\_

4-18-12  
Freeholder  
meeting

G5

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

Certificate of Availability of Funds

TREASURER'S NO. 12-02905

DATE March 30, 2012

T-03-08-509-372-20548

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

AMOUNT OF CERTIFICATION \$35,000.00 COUNTY COUNSEL Gus Knestant

DESCRIPTION: Resolution authorizing the award of a split RFP for a period of one year from the date of the award for a minimum contract amount of zero and a maximum amount of \$35,000.00 as per RFP 12-024 to Presidential Title for the provision of title work and related services for land and/or development right acquisitions.

VENDOR: Presidential Title Agency, Inc.

ADDRESS: 1546 Blackwood-Clementon Rd.

Blackwood, NJ 08012



DEPARTMENT HEAD APPROVAL

APPROVED



PURCHASING AGENT

RETURNED TO DEPARTMENT  
 NOT APPROVED

DATE PROCESSED \_\_\_\_\_

4-18-12  
Freeholder  
meeting

G5

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

Certificate of Availability of Funds

TREASURER'S NO. 12-02904

DATE March 30, 2012

T-03-08-509-372-20548  
BUDGET NUMBER - CURRENT YR \_\_\_\_\_ B \_\_\_\_\_ DEPARTMENT Land Preservation

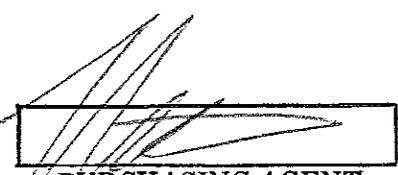
AMOUNT OF CERTIFICATION \$35,000.00 COUNTY COUNSEL Gas Knestaut

DESCRIPTION: Resolution authorizing the award of a split RFP for a period of one year from the date of the award for a minimum contract amount of zero and a maximum amount of \$35,000.00 as per RFP 12-024 to West Jersey Title Agency for the provision of title work and related services for land and/or development right acquisitions.

VENDOR: West Jersey Title Agency

ADDRESS: 15 South Main Street  
Woodstown, NJ 97998

  
DEPARTMENT HEAD APPROVAL

APPROVED   
PURCHASING AGENT

RETURNED TO DEPARTMENT  
NOT APPROVED

DATE PROCESSED \_\_\_\_\_

4-18-12  
Freeholder  
meeting

**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-012-024 – Title Work – Presidential Title Agency Inc

<p style="text-align: center;"><b>EVALUATION FACTORS</b></p> <p>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.</p>	<p style="text-align: center;"><b>SCORE</b></p>
<p><b>A. Proposal contains all required checklist information</b>  <u>5</u> points                      All required Paperwork submitted</p>	<p style="text-align: center;">5</p>
<p><b>B. <u>Relevance and Extent of Qualifications, Experience, and Training of Personnel to be assigned</u></b>  <u>25</u> points                      Documents proper experience and training.</p>	<p style="text-align: center;">24</p>
<p><b>C. <u>Relevance and Extent of Similar Engagements performed</u></b>  <u>25</u> points                      Has worked in the past on County projects, in addition to other entities, including preservation, engineering, and special contracts.</p>	<p style="text-align: center;">25</p>
<p><b>D. <u>Plan for performing engagement is realistic, thorough, and demonstrates knowledge of requirements and personnel availability</u></b>  <u>25</u> points                      Meets all category requirements. Very thorough on cost proposal.</p>	<p style="text-align: center;">25</p>
<p><b>E. Reasonableness of Cost Proposal</b>  <u>20</u> points                      Highest out of 4 respondents (Estimated at \$2,303.50 per project; however the cost proposal is inclusive of ALL fees to be incurred through the settlement process).</p>	<p style="text-align: center;">17</p>
<p><b>TOTALS</b></p>	<p style="text-align: center;">96</p>

**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-012-024 – Title Work – West Jersey Title Agency

<p style="text-align: center;"><b>EVALUATION FACTORS</b></p> <p>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.</p>	<p style="text-align: center;"><b>SCORE</b></p>
<p><b>A. Proposal contains all required checklist information</b>  <u>5</u> points            All required Paperwork submitted</p>	<p style="text-align: center;">5</p>
<p><b>B. <u>Relevance and Extent of Qualifications, Experience, and Training of Personnel to be assigned</u></b>  <u>25</u> points            Documents proper experience and training.</p>	<p style="text-align: center;">24</p>
<p><b>C. <u>Relevance and Extent of Similar Engagements performed</u></b>  <u>25</u> points            Has worked in the past on County projects, including preservation, engineering, and special contracts.</p>	<p style="text-align: center;">25</p>
<p><b>D. <u>Plan for performing engagement is realistic, thorough, and demonstrates knowledge of requirements and personnel availability</u></b>  <u>25</u> points            Meets all category requirements.</p>	<p style="text-align: center;">24</p>
<p><b>E. Reasonableness of Cost Proposal</b>  <u>20</u> points              Second lowest of 4 respondents (\$1,755 per project; however the cost proposal DOES NOT include recording fees, which would average \$123 per project based on the average price indicated in the other proposals).</p>	<p style="text-align: center;">19</p>
<p><b>TOTALS</b></p>	<p style="text-align: center;">97</p>

65

**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-012-024 – Title Work – Title America Agency**

<p style="text-align: center;"><b>EVALUATION FACTORS</b></p> <p>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.</p>	<p style="text-align: center;"><b>SCORE</b></p>
<p><b>A. Proposal contains all required checklist information</b>  <u>5</u> points            All required Paperwork submitted</p>	<p style="text-align: center;">5</p>
<p><b>B. <u>Relevance and Extent of Qualifications, Experience, and Training of Personnel to be assigned</u></b>  <u>25</u> points            Documents proper experience and training.</p>	<p style="text-align: center;">24</p>
<p><b>C. <u>Relevance and Extent of Similar Engagements performed</u></b>  <u>25</u> points            Has worked on County projects, primarily for land preservation.</p>	<p style="text-align: center;">23</p>
<p><b>D. <u>Plan for performing engagement is realistic, thorough, and demonstrates knowledge of requirements and personnel availability</u></b>  <u>25</u> points            Meets all category requirements, however cost-proposal is not totally inclusive.</p>	<p style="text-align: center;">23</p>
<p><b>E. Reasonableness of Cost Proposal</b>  <u>20</u> points            Lowest of 4 respondents (Estimated at \$1,604 per project; however the total cost DOES NOT include a number of other searches that are included in other responses, which would add \$565.00 per project).</p>	<p style="text-align: center;">20</p>
<p><b>TOTALS</b></p>	<p style="text-align: center;">95</p>

G5

**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-012-024 – Title Work – Foundation Title**

<p style="text-align: center;"><b>EVALUATION FACTORS</b></p> <p>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.</p>	<p style="text-align: center;"><b>SCORE</b></p>
<p><b>A. Proposal contains all required checklist information</b>  <u>5</u> points  <b>All required Paperwork submitted</b></p>	<p style="text-align: center;"><b>5</b></p>
<p><b>B. <u>Relevance and Extent of Qualifications, Experience, and Training of Personnel to be assigned</u></b>  <u>25</u> points  <b>Documents proper experience and training.</b></p>	<p style="text-align: center;"><b>24</b></p>
<p><b>C. <u>Relevance and Extent of Similar Engagements performed</u></b>  <u>25</u> points  <b>Has worked on other public projects; however no land preservation experience is indicated in the proposal.</b></p>	<p style="text-align: center;"><b>20</b></p>
<p><b>D. <u>Plan for performing engagement is realistic, thorough, and demonstrates knowledge of requirements and personnel availability</u></b>  <u>25</u> points  <b>Meets all category requirements, however cost-proposal is not inclusive.</b></p>	<p style="text-align: center;"><b>22</b></p>
<p><b>E. Reasonableness of Cost Proposal</b>  <u>20</u> points  <b>Third lowest of 4 respondents (Estimated at \$2,275.00 per project; however the total cost DOES NOT include a number of other searches that are included in other responses, which could add more than \$500.00 per project).</b></p>	<p style="text-align: center;"><b>18</b></p>
<p><b>TOTALS</b></p>	<p style="text-align: center;"><b>89</b></p>

**RESOLUTION AUTHORIZING THE AWARD OF SPLIT CONTRACTS FOR A PERIOD OF ONE YEAR FROM THE DATE OF THE AWARD FOR A MINIMUM CONTRACT AMOUNT OF ZERO AND A MAXIMUM CONTRACT AMOUNT OF \$35,000.00 FOR EACH CONTRACT, AS PER RFP 12-024, TO: PRESIDENTIAL TITLE AGENCY; WEST JERSEY TITLE AGENCY; TITLE AMERICA AGENCY, AND FOUNDATION TITLE, LLC, FOR THE PROVISION OF TITLE WORK AND RELATED SERVICES FOR COUNTY LAND AND/OR DEVELOPMENT RIGHT ACQUISITIONS**

**WHEREAS**, there is a need by the County of Gloucester (hereinafter the "County") for the provision of title work and related services for land and/or development right acquisitions by the County, as needed, for farmland preservation, open space preservation, and other specified project acquisitions deemed necessary and appropriate by the Board of Chosen Freeholders; and

**WHEREAS**, the County requested proposals from interested providers and evaluated those proposals consistent with the County's fair and open procurement process; and

**WHEREAS**, the evaluation, based on the established criteria, concluded that Presidential Title Agency, with offices at 1546 Blackwood-Clementon Rd., PO Box 1367, Black wood, NJ, 08012, made one of the most advantageous proposals; and

**WHEREAS**, the evaluation, based on the established criteria, concluded that West Jersey Title Agency, with offices at 15 South Main Street, Woodstown, NJ, 08098, made one of the most advantageous proposals; and

**WHEREAS**, the evaluation, based on the established criteria, concluded that Title America Agency, with offices at 185 West White Horse Pike, Berlin, NJ, 08009, made one of the most advantageous proposals; and

**WHEREAS**, the evaluation, based on the established criteria, concluded that Foundation Title, LLC, with offices at 13000 Lincoln Drive West, Suite 201, Marlton, NJ, 08053, made one of the most advantageous proposals; and

**WHEREAS**, each said contract for title work and related services would be for estimated services, with a minimum contract amount of zero, and a maximum contract amount of \$35,000.00; and

**WHEREAS**, notwithstanding the status of each said contract as open-ended, the County's Purchasing Agent has certified the availability of funds for a contract for Presidential Title Agency pursuant to CAF# 12-02905, which amount shall be charged against budget line item #T-03-08-509-372-20548; and

**WHEREAS**, notwithstanding the status of each said contract as open-ended, the County's Purchasing Agent has certified the availability of funds for a contract for West Jersey Title Agency pursuant to CAF# 12-02904, which amount shall be charged against budget line item #T-03-08-509-372-20548; and

**WHEREAS**, notwithstanding the status of each said contract as open-ended, the County's Purchasing Agent has certified the availability of funds for a contract for Title America Agency pursuant to CAF# 12-02903, which amount shall be charged against budget line item #T-03-08-509-372-20548; and

**WHEREAS**, notwithstanding the status of each said contract as open-ended, the County's Purchasing Agent has certified the availability of funds for a contract for Foundation Title, LLC pursuant to CAF# 12-02902, which amount shall be charged against budget line item #T-03-08-509-372-20548; and

**WHEREAS**, each said contract has been awarded pursuant to the County's Fair and Open Procurement Process, consistent with the terms and provisions of N.J.S.A. 19:44A-20.4; and

**WHEREAS**, each said contract may be awarded without public advertising for bids

pursuant to the provisions of the Local Public Contracts Law of the State of New Jersey in that the subject matter of the contracts is the provision of professional services for which bids could not be received.

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

1. That a contract for title work and related services for land and/or development right acquisitions by the County, as needed, be awarded to: PRESIDENTIAL TITLE AGENCY; WEST JERSEY TITLE AGENCY; TITLE AMERICA AGENCY; AND FOUNDATION TITLE, LLC, for a period of one (1) year from the date of the award, and each for a minimum contract amount of zero, and a maximum contract amount of \$35,000.00; and,
2. That the Director of the Board, and the Clerk of the Board, be and are hereby authorized to execute the contracts for the aforementioned purpose on behalf of the County; 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 Board, shall be published once in the Gloucester County Times, in accordance with the requirements of the Local Public Contracts Law.

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



**THE COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT N. DI LELLA, CLERK**

**CONTRACT FOR PROFESSIONAL SERVICES  
BETWEEN THE COUNTY OF GLOUCESTER  
AND PRESIDENTIAL TITLE AGENCY**

**THIS CONTRACT** is made this 18<sup>th</sup> day of **April, 2012**, by and between the **County of Gloucester**, a body politic and corporate of the State of New Jersey, with administrative offices at 2 South Broad Street, Woodbury, New Jersey, 08096, hereinafter referred to as "**County**", and **Presidential Title Agency**, with offices at 1546 Blackwood-Clementon Rd., PO Box 1367, Black wood, NJ, 08012 hereinafter referred to as "**Contractor**".

**RECITALS**

**WHEREAS**, there exists a need by the County for the provision of **title work and related services for land and/or development right acquisitions** being considered by the County, as needed, for farmland preservation, open space preservation, and other specified project acquisitions deemed necessary and appropriate by the Board of Chosen Freeholders; and

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

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

**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. COMMENCEMENT OF SERVICES.** Contractor shall commence services beginning **April 18, 2012**, and ending on **April 17, 2013**, as needed, upon being advised to proceed as to a specific project by the County's Department of Land Preservation, Department of Public Works, or Legal Department.

**2. COMPENSATION.** Contractor shall be compensated pursuant to the unit prices set forth in, and subject to all terms and provisions of, the Contractor's proposal dated March 13, 2012 (hereinafter the "Proposal"), which was submitted in response to the County's Request for Proposal ("RFP") 12-024. The Proposal is incorporated into, and made part of this Contract, by reference. Contractor shall be paid a minimum amount of **\$0.00**, and a maximum amount not to exceed **\$35,000.00**.

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

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

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

**3. DUTIES OF CONTRACTOR.** The specific duties of the Contractor shall be as set forth in RFP 12-024, and Contractor's Proposal, which are incorporated by reference in their entirety, and made a part of this Contract.

Contractor agrees that it has or will comply with, and where applicable shall continue throughout the period of the Contract to comply with, all of the requirements set out in RFP 12-024.

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

**A.** The 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, martial status, disability, affectional or sexual orientation, genetic information, sex or atypical heredity cellular blood trait. The Contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment with regard to their gender, age, race, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, martial status, disability, affectional or sexual orientation, genetic information, sex or atypical heredity cellular or blood trait. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

**B.** The Contractor or subcontractor, where applicable, will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment with regard to gender, age, race, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, martial status, disability, affectional or sexual orientation, genetic information, sex or atypical heredity 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 Officer 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, race, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, disability, affectional or sexual orientation, genetic information, sex or atypical heredity cellular or blood trait 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 decisions 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 purpose of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Officer 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 specific 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) in 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 events 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) 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.** If the Contractor, or any of its subcontractors, is required to maintain a license in order to perform the services which are the subject of this Contract, then prior to the effective date of this Contract, and as a condition precedent to its taking effect, Contractor shall provide to the County a copy of all current licenses to operate in the State of New Jersey, which license shall be in good standing and shall not be subject to any current action to revoke or suspend, and shall remain so throughout the term of this Contract.

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

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

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

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

**C.** If, through any cause, the Contractor 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.

**7. NO ASSIGNMENT OR SUBCONTRACT.** This Contract may not be assigned, nor subcontracted by the Contractor, except as otherwise agreed in writing by both parties. Any

attempted assignment or subcontract without such written consent shall be void with respect to the County, and no obligation on the County's part to such subcontractor or assignee shall arise, unless the County shall elect to accept, and consent to, such assignment or subcontract.

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

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

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

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

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

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

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

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

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

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

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

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

**18. CONTRACT PARTS.** This Contract consists of this Contract document, RFP 12-024 issued by the County, and the Contractor's Proposal. Should there occur a conflict between this form of Contract, and RFP 12-024, this Contract shall prevail. Should there occur a conflict between this Contract or RFP 12-024, and Contractor's Proposal, then this Contract, or the RFP, as the case may be, shall prevail.

**THIS CONTRACT** is dated this 18<sup>th</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.

**COUNTY OF GLOUCESTER**

**ATTEST:**

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

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

**ATTEST:**

**PRESIDENTIAL TITLE AGENCY**

\_\_\_\_\_

**BY:** \_\_\_\_\_  
**CYNTHIA M. CARLAMERE, EXECUTIVE  
VICE-PRESIDENT**

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**CONTRACT FOR PROFESSIONAL SERVICES  
BETWEEN THE COUNTY OF GLOUCESTER  
AND WEST JERSEY TITLE AGENCY**

**THIS CONTRACT** is made this 18<sup>th</sup> day of **April, 2012**, by and between the **COUNTY OF GLOUCESTER**, a body politic and corporate of the State of New Jersey, with administrative offices at 2 South Broad Street, Woodbury, New Jersey, 08096, hereinafter referred to as "**County**", and **West Jersey Title Agency**, with offices at 15 South Main Street, Woodstown, NJ, 08098 hereinafter referred to as "**Contractor**".

**RECITALS**

**WHEREAS**, there exists a need by the County for the provision of **title work and related services for land and/or development right acquisitions** being considered by the County, as needed, for farmland preservation, open space preservation, and other specified project acquisitions deemed necessary and appropriate by the Board of Chosen Freeholders; and

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

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

**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. COMMENCEMENT OF SERVICES.** Contractor shall commence services beginning **April 18, 2012**, and ending on **April 17, 2013**, as needed, upon being advised to proceed as to a specific project by the County's Department of Land Preservation, Department of Public Works, or Legal Department.

**2. COMPENSATION.** Contractor shall be compensated pursuant to the unit prices set forth in, and subject to all terms and provisions of, the Contractor's proposal dated March 5, 2012 (hereinafter the "Proposal"), which was submitted in response to the County's Request for Proposal ("RFP") 12-024. The Proposal is incorporated into, and made part of this Contract, by reference. Contractor shall be paid a minimum amount of **\$0.00**, and a maximum amount not to exceed **\$35,000.00**.

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

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

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

**3. DUTIES OF CONTRACTOR.** The specific duties of the Contractor shall be as set forth in RFP 12-024, and Contractor's Proposal, which are incorporated by reference in their entirety, and made a part of this Contract.

Contractor agrees that it has or will comply with, and where applicable shall continue throughout the period of the Contract to comply with, all of the requirements set out in RFP 12-024.

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

**A.** The 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 heredity cellular blood trait. The Contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment with 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 heredity cellular or blood trait. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

**B.** The Contractor or subcontractor, where applicable, will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment with 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 heredity 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 Officer 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, race, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, disability, affectional or sexual orientation, genetic information, sex or atypical heredity cellular or blood trait 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 decisions 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 purpose of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Officer 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 specific 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) in 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 events 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) 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.** If the Contractor, or any of its subcontractors, is required to maintain a license in order to perform the services which are the subject of this Contract, then prior to the effective date of this Contract, and as a condition precedent to its taking effect, Contractor shall provide to the County a copy of all current licenses to operate in the State of New Jersey, which

license shall be in good standing and shall not be subject to any current action to revoke or suspend, and shall remain so throughout the term of this Contract.

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

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

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

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

**C.** If, through any cause, the Contractor 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.

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

**8. INDEMNIFICATION.** The Contractor or subcontractor, where applicable, shall be responsible for, shall keep save and hold the County harmless from, and shall indemnify the

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

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

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

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

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

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

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

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

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

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

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

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

**18. CONTRACT PARTS.** This Contract consists of this Contract document, RFP 12-024 issued by the County, and the Contractor's Proposal. Should there occur a conflict between this form of Contract, and RFP 12-024, this Contract shall prevail. Should there occur a conflict between this Contract or RFP 12-024, and Contractor's Proposal, then this Contract, or the RFP, as the case may be, shall prevail.

**THIS CONTRACT** is dated this 18<sup>th</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.

**COUNTY OF GLOUCESTER**

**ATTEST:**

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

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

**ATTEST:**

**WEST JERSEY TITLE AGENCY**

\_\_\_\_\_

**BY:** \_\_\_\_\_  
**JOHN D. BURKE, PRESIDENT**

**CONTRACT FOR PROFESSIONAL SERVICES  
BETWEEN THE COUNTY OF GLOUCESTER  
AND TITLE AMERICA AGENCY**

**THIS CONTRACT** is made this 18<sup>th</sup> day of **April, 2012**, by and between the **County of Gloucester**, a body politic and corporate of the State of New Jersey, with administrative offices at 2 South Broad Street, Woodbury, New Jersey, 08096 hereinafter referred to as "**County**", and **Title America Agency**, with offices at 185 West White Horse Pike, Berlin, NJ, 08009 hereinafter referred to as "**Contractor**".

**RECITALS**

**WHEREAS**, there exists a need by the County for the provision of **title work and related services for land and/or development right acquisitions** being considered by the County, as needed, for farmland preservation, open space preservation, and other specified project acquisitions deemed necessary and appropriate by the Board of Chosen Freeholders; and

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

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

**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. COMMENCEMENT OF SERVICES.** Contractor shall commence services beginning **April 18, 2012**, and ending on **April 17, 2013**, as needed, upon being advised to proceed as to a specific project by the County's Department of Land Preservation, Department of Public Works, or Legal Department.

**2. COMPENSATION.** Contractor shall be compensated pursuant to the unit prices set forth in, and subject to all terms and provisions of, the Contractor's proposal dated March 20, 2012 (hereinafter the "Proposal"), which was submitted in response to the County's Request for Proposal ("RFP") 12-024. The Proposal is incorporated into, and made part of this Contract, by reference. Contractor shall be paid a minimum amount of **\$0.00**, and a maximum amount not to exceed **\$35,000.00**.

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

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

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

**3. DUTIES OF CONTRACTOR.** The specific duties of the Contractor shall be as set forth in RFP 12-024, and Contractor's Proposal, which are incorporated by reference in their entirety, and made a part of this Contract.

Contractor agrees that it has or will comply with, and where applicable shall continue throughout the period of the Contract to comply with, all of the requirements set out in RFP 12-024.

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

**A.** The 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 heredity cellular blood trait. The Contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment with 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 heredity cellular or blood trait. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

**B.** The Contractor or subcontractor, where applicable, will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment with 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 heredity 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 Officer 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, race, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, disability, affectional or sexual orientation, genetic information, sex or atypical heredity cellular or blood trait 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 decisions 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 purpose of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Officer 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 specific 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) in 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 events 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) 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.** If the Contractor, or any of its subcontractors, is required to maintain a license in order to perform the services which are the subject of this Contract, then prior to the effective date of this Contract, and as a condition precedent to its taking effect, Contractor shall provide to the County a copy of all current licenses to operate in the State of New Jersey, which

license shall be in good standing and shall not be subject to any current action to revoke or suspend, and shall remain so throughout the term of this Contract.

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

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

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

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

**C.** If, through any cause, the Contractor 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.

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

**8. INDEMNIFICATION.** The Contractor or subcontractor, where applicable, shall be responsible for, shall keep save and hold the County harmless from, and shall indemnify the

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

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

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

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

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

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

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

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

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

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

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

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

**18. CONTRACT PARTS.** This Contract consists of this Contract document, RFP 12-024 issued by the County, and the Contractor's Proposal. Should there occur a conflict between this form of Contract, and RFP 12-024, this Contract shall prevail. Should there occur a conflict between this Contract or RFP 12-024, and Contractor's Proposal, then this Contract, or the RFP, as the case may be, shall prevail.

**THIS CONTRACT** is dated this 18<sup>th</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.

**COUNTY OF GLOUCESTER**

**ATTEST:**

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

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

**ATTEST:**

**TITLE AMERICA AGENCY**

\_\_\_\_\_  
**BY:** \_\_\_\_\_  
**JOSEPH A. MARESSA, PRESIDENT**

**CONTRACT FOR PROFESSIONAL SERVICES  
BETWEEN THE COUNTY OF GLOUCESTER  
AND FOUNDATION TITLE, LLC**

**THIS CONTRACT** is made this 18<sup>th</sup> day of **April, 2012**, by and between the **County of Gloucester**, a body politic and corporate of the State of New Jersey, with administrative offices at 2 South Broad Street, Woodbury, New Jersey, 08096, hereinafter referred to as "**County**", and **Foundation Title, LLC**, with offices at 13000 Lincoln Drive West, Suite 201, Marlton, NJ, 08053 hereinafter referred to as "**Contractor**".

**RECITALS**

**WHEREAS**, there exists a need by the County for the provision of **title work and related services for land and/or development right acquisitions** being considered by the County, as needed, for farmland preservation, open space preservation, and other specified project acquisitions deemed necessary and appropriate by the Board of Chosen Freeholders; and

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

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

**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. COMMENCEMENT OF SERVICES.** Contractor shall commence services beginning **April 18, 2012**, and ending on **April 17, 2013**, as needed, upon being advised to proceed as to a specific project by the County's Department of Land Preservation, Department of Public Works, or Legal Department.

**2. COMPENSATION.** Contractor shall be compensated pursuant to the unit prices set forth in, and subject to all terms and provisions of, the Contractor's proposal dated March 19, 2012 (hereinafter the "Proposal"), which was submitted in response to the County's Request for Proposal ("RFP") 12-024. The Proposal is incorporated into, and made part of this Contract, by reference. Contractor shall be paid a minimum amount of **\$0.00**, and a maximum amount not to exceed **\$35,000.00**.

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

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

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

**3. DUTIES OF CONTRACTOR.** The specific duties of the Contractor shall be as set forth in RFP 12-024, and Contractor's Proposal, which are incorporated by reference in their entirety, and made a part of this Contract.

Contractor agrees that it has or will comply with, and where applicable shall continue throughout the period of the Contract to comply with, all of the requirements set out in RFP 12-024.

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

**A.** The 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 heredity cellular blood trait. The Contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment with 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 heredity cellular or blood trait. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

**B.** The Contractor or subcontractor, where applicable, will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment with 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 heredity 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 Officer 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, race, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, disability, affectional or sexual orientation, genetic information, sex or atypical heredity cellular or blood trait 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 decisions 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 purpose of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Officer 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 specific 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) in 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 events 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) 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.** If the Contractor, or any of its subcontractors, is required to maintain a license in order to perform the services which are the subject of this Contract, then prior to the effective date of this Contract, and as a condition precedent to its taking effect, Contractor shall provide to the County a copy of all current licenses to operate in the State of New Jersey, which

license shall be in good standing and shall not be subject to any current action to revoke or suspend, and shall remain so throughout the term of this Contract.

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

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

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

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

**C.** If, through any cause, the Contractor 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.

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

**8. INDEMNIFICATION.** The Contractor or subcontractor, where applicable, shall be responsible for, shall keep save and hold the County harmless from, and shall indemnify the

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

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

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

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

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

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

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

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

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

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

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

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

**18. CONTRACT PARTS.** This Contract consists of this Contract document, RFP 12-024 issued by the County, and the Contractor's Proposal. Should there occur a conflict between this form of Contract, and RFP 12-024, this Contract shall prevail. Should there occur a conflict between this Contract or RFP 12-024, and Contractor's Proposal, then this Contract, or the RFP, as the case may be, shall prevail.

**THIS CONTRACT** is dated this 18<sup>th</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.

**COUNTY OF GLOUCESTER**

**ATTEST:**

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

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

**ATTEST:**

**FOUNDATION TITLE, LLC**

\_\_\_\_\_

**BY:** \_\_\_\_\_  
**MARK D'AGOSTINO, CO-MANAGING MEMBER**

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**RESOLUTION PRELIMINARILY APPROVING ACQUISITION BY THE COUNTY OF GLOUCESTER OF DEVELOPMENT EASEMENTS IN THE FARM PROPERTY OF SANTO JOSEPH MACCHERONE KNOWN AS BLOCK 1, LOTS 2, 3, 6, AND BLOCK 5, LOT 4, IN THE TOWNSHIP OF SOUTH HARRISON THROUGH THE COUNTY'S PLANNING INCENTIVE GRANT (PIG) APPLICATION FOR THE FARMLAND PRESERVATION PROGRAM**

**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**, **Santo Joseph Maccherone**, having presented himself as the owner of the land and premises located in the **Township of South Harrison** (hereinafter the "Township") known as **Block 1, Lots 2, 3, 6, and Block 5, Lot 4, on the Official Tax Map of the Township** (hereinafter the "Property"); and made application to the County seeking to have the County purchase development easements in the Property; and

**WHEREAS**, the County has been informed that the Property is eligible to receive a grant in the amount of \$995,000.00 through the USDA-Federal Farm and Ranchlands Protection Program (hereinafter "FRPP") towards the final acquisition costs, which are estimated to be approximately \$1,390,000.00; and

**WHEREAS**, if FRPP funds are being utilized for acquisition of the said development easements, the County is required to grant preliminarily approval for the purchase of the development easement rights in the Property, which is specified as follows:

Name:	Santo Joseph Maccherone
Block/Lot:	Block 1, Lots 2, 3, 6 and Block 5, Lot 4
Municipality:	Township of South Harrison
Approx. Acres:	117
Exception area(s):	1 / 1.52 acre severable exception
Ag. Labor Unit(s):	1
Single Family Residence(s):	0
Existing Non-Ag. Uses:	None; and

**WHEREAS**, it is understood that the County will in the future execute a resolution granting final approval for the acquisition of the development easement rights in the Property, once all required engineering and surveying work has been completed, and specific acquisition costs have been determined for the Property based upon its final surveyed acres.

**NOW, THEREFORE, BE IT RESOLVED**, by the Gloucester County Board of Chosen Freeholders that preliminarily approval is hereby granted to acquire the development easement rights in the farm property of Santo Joseph Maccherone known as Block 1, Lots 2, 3, 6, and Block 5, Lot 4, in the Township of South Harrison, through Gloucester County's Planning Incentive Grant (PIG) Application for the Farmland Preservation Program; subject however to final approval by further resolution of the Freeholder Board, and the certification of availability of funds by the County for the County's portion of the acquisition costs.

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



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT N. DILELLA, CLERK**