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**RESOLUTION AUTHORIZING THE EXECUTION OF A SHARED SERVICES AGREEMENT WITH THE BOROUGH OF PAULSBORO REGARDING THE USE OF ONE (1) COUNTY STREET SWEEPER BY THE SAID BOROUGH AS PART OF ITS COMPLIANCE WITH A STORMWATER MANAGEMENT PLAN**

**WHEREAS**, the Borough of Paulsboro (“Borough”), located in the County of Gloucester (hereinafter the “County”), has need for a street sweeper as part of its compliance with a stormwater management plan; and

**WHEREAS**, the County, through its Department of Public Works, Highway Division, has the capacity to provide such equipment to the Borough for its use, as needed; and

**WHEREAS**, the Borough has requested that the County make one (1) street sweeper available to the Borough on an as needed basis; and

**WHEREAS**, the County’s Department of Public Works can make available one (1) street sweeper to the Borough for a daily usage rate of Three Hundred and Fifty Dollars and Zero Cents (\$350.00) per day, payable at month’s end for usage during that month; and

**WHEREAS**, the County and the Borough desire to enter into a Shared Services Agreement regarding the Borough’s use of one (1) County street sweeper on an as needed basis for a daily usage rate of \$350 per day, 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**, this Shared Services Agreement would be for a term of two years (2) from September 5, 2012 to September 4, 2014; and

**WHEREAS**, the Act specifically authorizes local government units, including counties and municipalities, to enter into agreements for the provision of such 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 and directed to execute the Shared Services Agreement attached hereto, which is made by and between the County and the Borough for the use of one (1) County street sweeper by the Borough, as part of the Borough’s compliance with a stormwater management plan.

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, September 5, 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 PAULSBORO  
FOR THE USE OF A STREET SWEEPER AS PART OF A STORMWATER  
MANAGEMENT PLAN**

**This Uniform Shared Services Agreement** (“Shared Services Agreement”), dated this 5<sup>th</sup> day of September, 2012, by and between the **BOROUGH OF PAULSBORO**, a municipal corporation of the State of New Jersey, with offices at 1211 Delaware Street, Paulsboro, NJ 08060 (hereinafter the “Borough”), and the **COUNTY OF GLOUCESTER**, a body politic and corporate of the State of New Jersey, with offices at 2 South Broad Street, Woodbury, NJ 08096 (hereinafter the “County”).

**RECITALS**

**WHEREAS**, the Borough, which is located in the County, has a need for a street sweeper as part of a stormwater management plan; and

**WHEREAS**, the County, through its Department of Public Works, Highway Department, has the capacity to provide such a piece of equipment to the Borough for use on an as needed basis; and

**WHEREAS**, the Borough has requested that the County make one (1) street sweeper available to the Borough for use on an as need basis; and

**WHEREAS**, the County is willing and able to make one (1) street sweeper 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 THE PROJECT.**

The County will make available to the Borough one (1) street sweeper upon at least forty-eight (48) hours written notice and request for the use of same from the Borough. The street sweeper will be made available to the Borough for its use upon written request, as provided herein; but only if the County has available at the time of the request a street sweeper that is operational, and not required for use by the County during the time period for which the use is requested. The Borough shall return the street sweeper to the County within twenty-four (24) hours of written notice and request by the County, or upon completion by the Borough of its use

of the street sweeper, whichever is earlier. The Borough may not obtain use of the street sweeper for more than seven (7) consecutive business days at any one time.

Upon receipt of the written notice and request for one (1) street sweeper from the Borough, the County shall send written notice to the Borough that one (1) street sweeper is or is not available for pick-up and use by the Borough for the time period requested; and further provide for a time for the Borough to pick-up the street sweeper, if available. The Borough shall upon such notice from the County pick-up the street sweeper at the County's public works yard located at 1200 North Delsea Drive, Clayton, New Jersey, 08312.

The Borough shall pick-up the requested street sweeper by providing a Borough employee, who is familiar with, and duly qualified to operate, the street sweeper. The Borough employee so designated by the Borough to operate the street sweeper shall drive same from the County's public works yard at Clayton to the Borough for use there; and shall return the street sweeper to the County by driving same back from the Borough to the County's public works yard in Clayton, as provided in this Shared Services Agreement.

**B. PAYMENT FROM BOROUGH TO COUNTY.**

The street sweeper to be provided hereunder by the County to the Borough will be upon written request, as provided herein, on an as needed basis. The Borough shall make payment to the County for the use of the street sweeper on a daily rate basis of \$350.00 per day. In addition to the daily usage fee, the Borough shall also be responsible to pay to the County, as set forth herein, to any other costs and expenses payable by the Borough under this Shared Services Agreement for and regarding use of the street sweeper. Payment shall be made by the Borough to the County at month's end for usage during that month, including the daily usage rate, and all other costs and expenses payable to the County hereunder related to such usage. The Borough shall make the payments due hereunder to the County without regard to the condition of the street sweeper, or any part thereof; and without any right of set-off.

**C. DURATION OF AGREEMENT.**

This Shared Services Agreement shall be effective on the date set forth below in Section L, and shall conclude two (2) years from the effective date.

**D. LIMITATION AND DELEGATION OF LIABILITY; 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 providing one (1) street sweeper to the Borough on an as needed basis for its use in connection with a stormwater management plan as 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 use of the street sweeper which is the subject of this Shared Services Agreement.

In no event shall the County be liable for any loss, injury or damage, however arising, except what is set forth herein, and shall not in any account be liable for consequential loss or damage however caused or arising from stoppage or break-down of the street sweeper or any part thereof, nor shall the County be liable in any other way for performance of the street sweeper and operation thereof; and the County shall not be liable for any special, incidental, indirect, speculative, remote, punitive, or exemplary damages, whether arising out of or as a result of breach of contract, warranty, tort (including negligence), strict liability, or otherwise arising from, related to, or in connection with, the street sweeper, and use and operation thereof by the Borough.

The Borough represents that it maintains General Liability and all other necessary and appropriate insurances related to the street sweeper being utilized, including, but not limited to its use and operation. Simultaneously with the execution of this Shared Services Agreement, the Borough shall 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 coverages shall be satisfactory 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, and cause to be complied with, all laws, rules, regulations and other governmental requirements which may be applicable to the use or operation of the street sweeper described in this Shared Services Agreement; and to pay all legal assessments, taxes or public charges, either local, municipal, state or federal, which may be levied regarding said street sweeper, while in the possession of the Borough.

**F. TITLE.**

Title to the street sweeper shall at all times remain in the County, and the Borough at its own cost and expense, shall protect and defend the title of the County.

**G. USE; ASSIGNMENT.**

The Borough will cause the street sweeper to be operated in accordance with any applicable manufacturer's manuals or instructions, by competent and duly qualified Borough personnel only, in accordance with applicable governmental regulations, if any, and for Borough business purposes only. The Borough agrees not to assign, sublet, pledge, hypothecate, or otherwise encumber or suffer a lien upon or against any interest in the street sweeper.

**H. REPAIRS; MAINTENANCE; LOSS AND DAMAGE.**

The Borough at its own cost and expense shall keep the street sweeper in good repair, condition and working order, and shall furnish all parts, mechanisms, devices and servicing required therefor, while the street sweeper is in the possession of the Borough. All such parts, mechanisms and devices shall immediately become the property of the County, and part of the street sweeper for all purposes hereof. The Borough shall be responsible for any and all cost and expense of fuel and other required fluids for the street sweeper, including, but not limited to, gasoline, diesel, oil, or other fuel or fluid that may be required for the Borough to use and operate the street sweeper.

**I. RETURN OF EQUIPMENT.**

Once the time period for which the street sweeper has been requested by the Borough has expired, or at the request of the County, as provided in this Shared Services Agreement, the Borough shall at its own cost and expense, immediately return the street sweeper to the County at the County's public works yard located at 1200 North Delsea Drive, Clayton, New Jersey 08312 in the same condition as when delivered to the Borough by the County, ordinary wear and tear accepted. Any cleaning required by the County in its sole but reasonable discretion of the returned street sweeper shall subject the Borough to being charged by the County a reasonable cleaning fee not to exceed Fifty Dollars and Zero Cents (\$50.00).

**J. NOTICES.**

Any notices and demands required to be given hereunder, shall be given to the parties in writing, and by personal delivery, overnight mail, or regular mail, at the address herein set forth, or to such other address as the parties may hereafter substitute by written notice.

**K. 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.
- L. **EFFECTIVE DATE.** This Shared Services Agreement shall be effective as of September 5, 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 PAULSBORO

\_\_\_\_\_  
KATHY A. VANSKOY, CLERK

\_\_\_\_\_  
JEFFREY HAMILTON, MAYOR

BOROUGH of PAULSBORO



ADMINISTRATION BUILDING

1211 Delaware Street • Paulsboro, New Jersey 08066 • (856) 423-1500

August 1, 2012

Joe D'Alessandro  
Gloucester County Highway Department  
1200 North Delsea Drive  
Clayton, NJ 98312

Re: Street Sweeper

Dear Mr. D'Alessandro:

The Borough of Paulsboro is requesting to enter into a shared services agreement between the County of Gloucester and the Borough of Paulsboro for the use of a street sweeper as part of a stormwater management plan.

The Borough of Paulsboro which is located in the County, has a need for a street sweeper as part of its stormwater management plan and is requesting that the County make one (1) street sweeper available to the Borough for use on an as needed basis.

Please review this request and advise if this shared service agreement is possible.

Thanking you in advance for your continued support of the Borough of Paulsboro.

Very truly yours,

Kathy A. VanScoy  
RMC/CMC/CMR  
Borough Clerk

Cc: Mayor and Council  
John S. Salvatore, Administrator/CFO  
Charles Tinder, Borough Foreman

**RESOLUTION TO EXECUTE ANY DOCUMENTS NECESSARY TO APPLY FOR THE MEDICAL RESERVE CORPS (MRC) CAPACITY BUILDING AWARD GRANT IN THE AMOUNT OF \$5,000.00 FROM JANUARY 1, 2013 TO JULY 31, 2013**

**WHEREAS**, the County of Gloucester (“County”), through the County’s Department of Health, Senior and Disability Services (“GCDHSDS”), wishes to apply for and obtain funding in the amount of a \$5,000.00 “mini grant” from the National Association of County & City Health Officials for the purpose of implementing concepts and strategies to build the GCDHSDS’s organizational capacity, and thereby enhance the County community’s resiliency; and

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

**WHEREAS**, the said “mini grant” will be from January 1, 2013 to July 31, 2013 in the amount of \$5,000.00; and

**WHEREAS**, the GCDHSDS has 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 that all data contained in the application and in its attachments is true and correct; and

**WHEREAS**, the GCDHSDS has submitted the grant application to the National Association of County & City Health Officials for review, and said agency has approved the form of said application, and the Board of Chosen Freeholders of the County 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 National Association of County & City Health Officials for the administration of such grant projects.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Chosen Freeholders of the County of Gloucester that the Freeholder Director, and the Clerk of the Board, are hereby authorized to execute any and all documents required to apply to National Association of County & City Health Officials for a “mini grant” in the amount of \$5,000.00 from January 1, 2013 to July 31, 2013 for the purpose of building the GCDHSDS’s organizational capacity, and thereby enhancing the community’s resiliency in Gloucester County; and

**BE IT FURTHER RESOLVED** that the Board of Chosen Freeholders hereby confirm that the County 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 for or by the grant.

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, September 5, 2012, at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT N. DI LELLA, CLERK**

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### GRANT REQUEST FORM

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

DATE: 08/08/2012

1. TYPE OF GRANT

X NEW GRANT

           RENEWAL/CONTINUATION-PREVIOUS YR. BUDGET NUMBER           

2. GRANT TITLE: MRC Capacity Building Award

3. GRANT TERM: FROM: 01/01/2013 TO: 07/31/2013

4. COUNTY DEPARTMENT: HEALTH AND SENIOR SERVICES

5. DEPT. CONTACT PERSON & PHONE NUMBER: Karen Christina 218-4134

6. NAME OF FUNDING AGENCY: NJ Health Officers Association

7. BRIEF DESCRIPTION OF GRANT PROGRAM (TO BE USED FOR CLERK OF BOARD): Resolution authorizing the Freeholder Director to execute any and all documents related to the application of the MRC Capacity Building Award/Grant in the amount of \$5,000.

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

NAME	AMOUNT	NAME	AMOUNT
<u>Carla Kephart</u>	<u>1,580.00</u>		

9. TOTAL SALARY CHARGED TO GRANT: \$ 1,580.00

10. INDIRECT COST (IC) RATE: 0.00 %

11. IC CHARGED TO GRANT \$ 0.00

12. FRINGE BENEFIT RATE CHARGED TO GRANT: N/A %

13. DATE APPLICATION DUE TO GRANTOR N/A

14. FINANCIAL:	<u>REQUESTED</u>	<u>MANDATED</u>
GRANT FUNDS	_____5,000.00_____	
CASH MATCH		_____ (Attach Documentation)
IN-KIND MATCH	_____	_____
TOTAL PROGRAM BUDGET: \$ <u>5,000.00</u>		

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

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

DEPARTMENT HEAD: \_\_\_\_\_  
 Signature

DATE: \_\_\_\_\_

.....  
**Departmental Use Only**  
 .....

DATE RECEIVED BY GRANTS DIVISION: \_\_\_\_\_

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

REVIEWED:

DEPARTMENT OF HUMAN SERVICES, GRANTS DIVISION:

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

Revised: 9/22/03

Salaries	101	1,580
Data Equip	652	1,800
Wireless Card	750	1,620
Total		5,000

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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.



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)

TO: Karen Christina

DEPARTMENT: Health and Senior Services

GRANT TITLE: MRC Capacity Building Award

DATE: August 23, 2012

**CERTIFICATION LETTER**

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

REVIEWED BY: [Signature]

REVIEWED BY: Lisa Cerny (Cern)  
Grants Coordinator

FREEHOLDER MEETING: September 5, 2012

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



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**Division of the Civilian Volunteer Medical Reserve Corps**

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**REQUEST FOR APPLICATIONS****FY2012-13 MEDICAL RESERVE CORPS CAPACITY-BUILDING AWARDS****Introduction**

For FY2012-13, the Office of the Surgeon General (OSG), Division of the Civilian Volunteer Medical Reserve Corps (DCVMRC), in conjunction with the National Association of County and City Health Officials (NACCHO), will conduct a two-tiered Capacity-Building Award (CBA) process for MRC units, to include a Non-Competitive Award and a Competitive Award. MRC units may apply for one or both awards.

Applications must be completed online at the NACCHO website ([www.naccho.org](http://www.naccho.org)) between August 27, 2012 and September 28, 2012 at 5:00 pm EDT.

Applications and supporting material must be submitted electronically.

**Non-Competitive Award**

A Non-Competitive Award is available to all MRC units that meet basic eligibility and application requirements. This award is designed to provide funding for all eligible MRC units to enhance their unit capacity. Individual award amounts per unit will be based on the total number of eligible applicants.

Non-Competitive Awards may be used for the following:

- Administrative costs (including Unit Coordinator or Director salaries and benefits)
- Professional services
- Facilities, rentals and A/V equipment
- Equipment and supplies (e.g., "go-kits," computers and peripherals, durable medical supplies, unit apparel, etc.)
- Training and exercises
- Travel/Transportation
- Awards, recruiting and marketing (e.g., air time for PSAs or promotional videos, newspaper advertisements, etc.)

CBA funding may not be used to purchase promotional items or food and beverages.

### Competitive Award

MRC unit leaders are also encouraged to submit applications for the Competitive Award, which is designed to fund projects that (1) enhance the capacity of MRC units; (2) demonstrate innovation in addressing unit or community need(s); and (3) demonstrate return on investment (ROI), direct impact (DI), and/or value-added (VA) benefit at the local level. The number of awards and award amounts will be determined by the number of applicants and available funding.

Proposals for Competitive Awards should address the following:

- Applicant Background, including:
  - MRC unit mission and goals
  - MRC unit capacity (e.g., leadership structure, organization and composition, training program, volunteer screening and selection procedures, partnerships and affiliations, etc.), specialized capabilities and contributions to the MRC network
  - Any relevant data on community needs, e.g., as determined by community needs assessment, hazard vulnerability analysis or other relevant report or community plan
- Project Description, including:
  - Project focus and goals
  - How the proposed project addresses a recognized need
  - Target audience
  - Key partnerships
  - Implementation plan, including a basic timeline
  - Evaluation, i.e., how applicant will obtain and report data, as well as measure impact from the execution of the project
  - Impact, i.e., how the project will demonstrate return on investment (ROI), direct impact (DI), and/or value-added (VA) benefit at the local level
- Budget, including:
  - The relationship between project costs and the line item budget
  - Any in-kind support or contributions planned to support the project

Examples of projects which might be funded by Competitive Awards include, but are not limited to:

- Formation, training and development of a specialized team of volunteers within an existing MRC unit designed to address a specific community need, e.g., a shelter operations team, behavioral health team or veterinary response team.
- Planning and production of a full-scale exercise to demonstrate and evaluate an MRC unit's emergency response capabilities (e.g., medical surge, POD operations, etc.) and integration into the community's emergency operations plan.
- Development of a medical surge capability in a rural community with very limited public health and medical resources.
- Development and implementation of an initiative designed to address an ongoing public health challenge, e.g., reducing obesity and enhancing physical fitness among children.

get back

- Development and implementation of an initiative designed to overcome cultural barriers to personal and family preparedness among vulnerable populations.

Applicants are encouraged to be creative and “think outside the box” with their proposals for Competitive Awards.

### Eligibility Requirements

Minimum eligibility requirements for both the Non-Competitive and Competitive Awards include:

1. MRC units applying for an FY2012-13 CBA must be registered with the DCVMRC by August 27, 2012. Likewise, prospective MRC units in the process of registering must have applied for MRC registration by August 27, 2012 in order to be eligible for a CBA.
2. Applicants must have fully updated their unit profiles on the MRC website ([www.medicalreservecorps.gov](http://www.medicalreservecorps.gov)) between July 1 and September 28, 2012.
  - a. A fully updated unit profile is one in which all questions have been answered or updated (particularly unit leader contact information, numbers of volunteers, and activity reports, if applicable). DCVMRC strongly encourages units to update their unit profiles with any previously unreported activities for the calendar year, as well as new activities.
  - b. All information on the unit profile must be current as of September 28, 2012.
3. MRC units in existence for more than six months must have scheduled and/or participated in a Technical Assistance (TA) Assessment, if requested by the MRC Regional Coordinator.
4. Applicants must be eligible to receive federal funds through their housing/sponsoring agency or be a 501(c)(3) non-profit organization.

### Terms and Conditions

By applying for an FY2012-13 CBA, applicants agree to the following terms and conditions:

- Continue to fully update their MRC unit profile on the MRC website at least once every three months.
- Participate in an annual Technical Assistance (TA) Assessment, if requested to do so by an MRC Regional Coordinator.
- Use funds only for MRC-related activities that assist in the development of the unit’s capacity and sustainability and/or promote community resilience.
- Participate in any forthcoming MRC network evaluation projects (i.e., National Profile of the Medical Reserve Corps, CBA utilization/impact review).

### Evaluation and Scoring

1. Non-Competitive Award – Applications for the Non-Competitive Award will not be scored per se; however, applicants must meet the basic eligibility requirements in order to be considered for an award.

## 2. Competitive Award

- a. Applicants for the Competitive Award must meet the basic eligibility requirements in order to be considered for an award.
- b. Applications for the Competitive Award will be evaluated based on answers to questions in three broad areas:
  - i. Applicant Background (15 points possible)
  - ii. Project Information (70 points possible)
  - iii. Budget (15 points possible)
- c. Applications may receive a total of 100 points.

### Important 2012-13 CBA Dates

July 1, 2012	Applicants must have fully updated their unit profiles on the MRC website as of this date or later.
August 3, 2012	Release date for FY2012-13 CBA Request for Applications.
August 27, 2012	Date by which MRC units must be registered with the DCVMRC in order to be eligible for a FY2012-13 CBA. Also, date by which prospective MRC units in the process of registering must have applied for MRC registration in order to be eligible for a FY2012-13 CBA.
August 27, 2012	Period for submitting FY2012-13 CBA applications online on NACCHO's website begins on this date.
September 28, 2012	Period for submitting FY2012-13 CBA applications online on NACCHO's website ends at 5:00 pm EDT on this date.
October 1, 2012	Review of FY2012-13 CBA applications begins.
December 14, 2012	Review of FY2012-13 CBA applications ends.
December 21, 2012	Notification letters and contracts mailed by NACCHO.
February 1, 2013	Last day to request a change in the CBA contract language. Requested revisions must be submitted in writing to <a href="mailto:mrc@naccho.org">mrc@naccho.org</a> . No revisions to the <u>contract</u> may be made after this date.
March 29, 2013	Date by which NACCHO must receive signed contracts. Unfortunately, no contract extensions may be granted. Awardees should mail <b>BOTH signed</b> copies of the contract and the Certification of Non-Debarment or Suspension to: Contracts Specialist – Moira Tsanga National Association of County and City Health Officials 1100 17 <sup>th</sup> St. NW, Seventh Floor

Washington, DC 20036

July 31, 2013      End of NACCHO's fiscal year and the date by which all changes to the CBA contract (the agreement signed between NACCHO and the MRC unit, not the unit's budget from their CBA proposal), must be submitted and approved.

#### Important Reminders

1. MRC units may apply for the Non-Competitive Award, the Competitive Award, or both.
2. Applications must be completed online at the NACCHO website ([www.naccho.org](http://www.naccho.org)) between August 27, 2012 and September 28, 2012 at 5:00 pm EDT.
3. Detailed guidance on the CBA application process is available on NACCHO's website at <http://www.naccho.org/topics/emergency/MRC/CapacityBuildingAwards.cfm>.
4. CBA funding received through the Competitive Award should be spent according to the budget and narrative submitted with the awardees' application. Any changes to proposed budgets must be reviewed by NACCHO to ensure it meets the scope, nature and intent of the program. All inquiries and changes should be sent to [mrc@naccho.org](mailto:mrc@naccho.org).
5. There is no deadline for spending the CBA funds (Spend the funds annually on the work you specified in your application or modification proposal(s). You should not expect to carry funds over from year to year).

#### Application Technical Assistance Conference Calls:

There will be three Technical Assistance conference calls for MRC unit leaders to answer questions about the application.

Technical Assistance Conference Calls times are:

Tuesday, September 4, 2012	12:30 PM- 1:30 PM EDT
Thursday, September 8, 2012	12:30 PM- 1:30 PM EDT
Thursday, September 20, 2012	1:00 PM- 2:00 PM EDT

Call-in Number: (866) 740-1260, participant code 5594317

Ca

**RESOLUTION AUTHORIZING APPLICATION FOR THE RIGHT TO KNOW GRANT THROUGH THE NEW JERSEY DEPARTMENT OF HEALTH, SENIOR AND DISABILITY SERVICES IN THE MAXIMUM ELIGIBLE AMOUNT OF \$10,798.00 FROM JULY 1, 2012 TO JUNE 30, 2013**

**WHEREAS**, the New Jersey Department of Health and Senior Services (“NJDHSS”) has made funds available to the counties within the State of New Jersey to develop and implement a County Right to Know Program (hereinafter the “Program”); and

**WHEREAS**, funds for this Grant are awarded yearly and Gloucester County has received a portion of it since 1984; and

**WHEREAS**, funds for the Program are available for the period July 1, 2012 through June 30, 2013 and the County has requested the full amount of \$10,798.00 under the eligibility standards from the NJDHSS for the project; and

**WHEREAS**, the County’s Department of Health, Senior & Disability Services has 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 County’s Department of Health, Senior & Disability Services has submitted the grant application to the County’s Department of Human Services for review, and said agency has approved said application, and the Board of Chosen Freeholders of the County 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 NJDHSS for the administration of the grant Project.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Chosen Freeholders of the County of Gloucester that the Freeholder Director and the Clerk of the Board are hereby authorized to execute any and all documents necessary to apply to the New Jersey Department of Health and Senior Services for a Right to Know Grant in an amount up to \$10,798.00 from July 1, 2012 to June 30, 2013; and

**BE IT FURTHER RESOLVED** that 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 Gloucester County Board of Chosen Freeholders held on Wednesday, September 5, 2012 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT N. DILELLA, CLERK**

CA

### GRANT REQUEST FORM

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

DATE: 08/08/12

1. TYPE OF GRANT

NEW GRANT  
X RENEWAL/CONTINUATION-PREVIOUS YR. BUDGET NUMBER 328

2. GRANT TITLE: County Right to Know Program

3. GRANT TERM: FROM: 7/01/12 TO: 06/30/13

4. COUNTY DEPARTMENT: HEALTH AND SENIOR SERVICES

5. DEPT. CONTACT PERSON & PHONE NUMBER: Karen Christina 218-4134

6. NAME OF FUNDING AGENCY: NJ Dept of Health& Sr. Services

7. BRIEF DESCRIPTION OF GRANT PROGRAM (TO BE USED FOR CLERK OF BOARD): To provide a data base to advise workers and community of hazardous materials used in the workplace and monitors collection and awareness of this data.

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

NAME	AMOUNT	NAME	AMOUNT
<u>Jim Cromley</u>	<u>10,798.00</u>		

9. TOTAL SALARY CHARGED TO GRANT: \$ 10,798.00

10. INDIRECT COST (IC) RATE: 0.00 %

11. IC CHARGED TO GRANT \$ 0.00

12. FRINGE BENEFIT RATE CHARGED TO GRANT: N/A %

13. DATE APPLICATION DUE TO GRANTOR N/A

14. FINANCIAL:	<u>REQUESTED</u>	<u>MANDATED</u>
GRANT FUNDS	_____10,798.00_____	
CASH MATCH		_____ (Attach Documentation)
IN-KIND MATCH	_____	_____
TOTAL PROGRAM BUDGET: \$ <u>10,798.00</u>		

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

16. HAS THE DESCRIPTION BEEN E-MAILED TO THE COUNTY GRANTS COORDINATOR, WHO WILL FORWARD IT TO THE CLERK OF THE BOARD. [lcerny@co.gloucester.nj.us](mailto:lcerny@co.gloucester.nj.us) Yes X No \_\_\_\_\_

DEPARTMENT HEAD: \_\_\_\_\_  
 Signature

DATE: \_\_\_\_\_

.....  
**Departmental Use Only**  
 .....

DATE RECEIVED BY GRANTS DIVISION: \_\_\_\_\_

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

REVIEWED:

DEPARTMENT OF HUMAN SERVICES, GRANTS DIVISION:

1. \_\_\_\_\_  
 Signature

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

Revised: 9/22/03  
 101 Salaries 10,798.00

02



BOARD OF  
CHOSEN FREEHOLDERS

COUNTY OF GLOUCESTER  
STATE OF NEW JERSEY

FREEHOLDER DIRECTOR  
Robert M. Damming

FREEHOLDER LIAISON  
Vincent H. Nestore Jr.

TO: Karen Christina

DEPARTMENT: Health and Senior Services

GRANT TITLE: County Right to Know Program

DATE: August 23, 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: September 5, 2012

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

**Christina, Karen**

**From:** Cromley,James  
**Sent:** Tuesday, August 07, 2012 11:14 AM  
**To:** Christina, Karen  
**Cc:** Jones, Tammy; Ruiz, Annmarie  
**Subject:** FW: Right to Know Letters of Agreement (LOAs) 2013

Hi Karen:  
I just got this from Eva.  
Jim

James W. Cromley  
PHENS/RTK Coordinator  
Gloucester County Department of Health, Senior Services & Disability Services  
204 East Holly Avenue  
Sewell, NJ 08080  
ph. 856-218-4103  
fax 856-218-4144  
jcromley@co.gloucester.nj.us

**From:** Eva.McGovern@doh.state.nj.us [mailto:Eva.McGovern@doh.state.nj.us]  
**Sent:** Tuesday, August 07, 2012 11:07 AM  
**To:** madamba\_hollie@aclink.org; mjohnson@co.bergen.nj.us; KHolmes@co.burlington.nj.us; routlaw@camdencounty.com; dmarshall@co.cape-may.nj.us; ngiacalone@ccdoh.org; ecdohceha@admin.essexcountynj.org; Cromley,James; jdemjanick@hudsonregionalhealth.org; ajohnson@co.hunterdon.nj.us; dholland@mercercounty.org; rich.kozub@co.middlesex.nj.us; tskipwit@co.monmouth.nj.us; jdeacon@co.morris.nj.us; shendrix@ochd.org; reneea@passaiccountynj.org; Amber.Hawk@saalemcountynj.gov; malarcher@co.somerset.nj.us; jmcdonald@sussex.nj.us; rberns@ucnj.org; aschmidt@ucnj.org; kdavis@co.warren.nj.us  
**Cc:** Gary.Centifonti@doh.state.nj.us; Virginia.Brenton@doh.state.nj.us; Kevin.Quinlan@doh.state.nj.us; Laura.Collazo@doh.state.nj.us; Joni.Donnell@doh.state.nj.us  
**Subject:** Right to Know Letters of Agreement (LOAs) 2013

Dear County Lead Agent:

The New Jersey Department of Health (NJDOH) has made funds available to the counties to develop and implement a County Right to Know Program. The amount of funding remains the same.

Right to Know Letters of Agreement ( LOAs) 2013 will be administered electronically on the State of New Jersey System for Administering Grants Electronically (SAGE). Please note that each county is responsible to file application on SAGE with the deadline of 8/13/12, 11:59 p.m.

NJDOH SAGE Help Desk representative to assist with the application process is Cynthia Satchell-Gore, 609-633-8009, cynthia.satchell-gore@doh.state.nj.us

Eva McGovern  
New Jersey Department of Health  
Right to Know  
P.O. Box 368  
Trenton, NJ 08625-0368

tel (609) 984-2202  
fax (609) 984-7407

8/8/2012



Gloucester County

EPID13RTK11L

APPLICATION SUMMARY

Name of Grantee: Gloucester County

Organization Address Gloucester County

Court House Post Office Box 337

Woodbury, NJ 08096-0000

Phone: (856) 853-3390

Email Address:

Federal Tax Identification Number: 216000660

Vendor Number: 216000660-99

Vendor Unit: GLOUCESTER CO TREASURER

Vendor Unit Address PO BOX 337

WOODBURY, NJ 08096

Is political subdivision covered by NJ Civil Service Merit System?

Yes

No

If grant is awarded, will funds be used to replace other funds which would be available in absence of award?

Yes

No



Name of NJDHSS Program Manager Regarding Application: Eva McGovern

Type of Request

- New
- Renewal of LOA#: 92-2230-RTK-00
- Amendment to LOA#:

Budget Period - This is the period of time for which a grant is to be funded.

From: 7/1/2012

Through: 6/30/2013

- Check here if the budget period is open-ended

8/8/2012



Gloucester County

EPID13RTK11L

DIRECT LABOR - WITH FRINGE

Fringe Benefit Breakdown

F.I.C.A.	%
Health Insurance	%
Unemployment Insurance	%
Disability Insurance	%
Life Insurance	%
Workers Compensation	%
Pension/Retirement	%
Other (Explain):	%
Total	0 %

List all full time paid staff, including fringe benefits.

Position Title	Annual Hours	Rate Per Hour	Proposed/ Total Cost
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
Sub-Totals			\$0
		0.00 % Fringe Benefits	\$0
Total Direct Labor Costs for this page			\$0





Gloucester County

EPID13RTK11L

COST OR PRICING PROPOSAL

For all cost categories including direct labor, consultant services, and other costs, the related cost and justification forms must be completed and submitted, if applicable.

Cost Category	Funds Requested from State	Funds from Other Sources	Total Funds Needed
Direct Labor Cost	\$10,798.08	\$0	\$10,798.08
Salaries/Wages	\$10,798.08	\$0	\$10,798.08
Fringe Benefits	\$0	\$0	\$0
Consultant Services Costs	\$0	\$0	\$0
Other Cost Categories	\$0	\$0	\$0
Materials and Supplies			
Travel, Conferences, and Intrastate			
Other Direct Costs	\$0	\$0	\$0
Total Direct Cost	\$10,798.08	\$0	\$10,798.08
Indirect Cost Percentage (See Note Below)		%	
Indirect Cost			\$0
Participant/Program Income			\$0
Net Total Cost	\$10,798.08	\$0	\$10,798.08

DI

**RESOLUTION AUTHORIZING A CONTRACT WITH DM MEDICAL BILLING TO  
PROVIDE THIRD-PARTY EMS BILLING SERVICES, IN AN AMOUNT NOT TO  
EXCEED \$250,000.00, FROM SEPTEMBER 18, 2012 TO SEPTEMBER 17, 2013**

**WHEREAS**, the County of Gloucester (County) provides Emergency Medical Services (EMS) to area residents of Gloucester County and the County has recognized the need for third-party EMS billing services; and

**WHEREAS**, the County requested proposals, via RFP-12-048, 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 DM Medical Billing, with offices at 20 East Taunton Road, Suite 500, Berlin, New Jersey, 08009, made the most advantageous proposal; and

**WHEREAS**, compensation for the aforesaid services shall in accordance with their proposal submitted, *i.e.*, to bill the County at the rate of 5.0% of the amount collected for EMS Services, in an amount not to exceed \$250,000.00; and

**WHEREAS**, the contract shall be for estimated units of service, on an as-needed basis, in an amount not to exceed \$250,000.00 from September 18, 2012 to September 17, 2013; therefore, this contract is open ended, which does not obligate the County of Gloucester to make any purchase; thereby, no Certificate of Availability of Funds is required at this time, and continuation of the contract beyond December 31, 2012 is conditioned upon the approval of the 2013 Gloucester County Budget.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Chosen Freeholders of the County of Gloucester that the Freeholder Director and Clerk of the Board are hereby authorized to execute the contract with DM Medical Billing for the provision of third-party billing services, from September 18, 2012 to September 17, 2013, in an amount not to exceed \$250,000.00; and

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

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester and State of New Jersey held on September 5, 2012 in Woodbury, New Jersey.



**COUNTY OF GLOUCSTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT N. DILELLA, CLERK**

DI

**CONTRACT BETWEEN  
DM MEDICAL BILLING  
AND  
COUNTY OF GLOUCESTER**

**THIS CONTRACT** is made effective the **5<sup>th</sup> day of September, 2012**, by and between **COUNTY OF GLOUCESTER**, a body politic and corporate, with offices in Woodbury, New Jersey, hereinafter referred to as "County", and **DM MEDICAL BILLING** of 20 E. Taunton Road, Suite 500, Berlin, New Jersey hereinafter referred to as "Vendor".

**RECITALS**

**WHEREAS**, there exists a need for the County of Gloucester to contract for the provision of third party billing in regard to Emergency Medical Services (EMS) to provided by Gloucester County, as more particularly set forth in **RFP-12-048**; and

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

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

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

**TERMS OF AGREEMENT**

1. **TERM**. This Contract shall be effective for a period of one (1) year commencing September 18, 2012 and concluding September 17, 2013.
2. **COMPENSATION**. Contract shall be for estimated units of services, in an amount not to exceed \$250,000.00. Services shall be billed at the rate cited in the proposal.

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

Each invoice shall contain an itemized, detailed description of all products shipped. Failure to provide sufficient specificity shall be cause for rejection of the invoice until the necessary details are provided.

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

3. **DUTIES OF CONTRACTOR.** The specific duties of the Vendor shall be in the County's RFP-12-048, and Vendor's Proposal, which are incorporated in their entirety by reference and made a part of this Contract. Should there occur a conflict between this form of contract and RFP-12-048, this contract shall prevail.

Vendor agrees that it has or will comply with, and where applicable shall continue throughout the period of this Contract to comply with, all of the requirements set out in RFP-12-048.

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

A. Vendor will not discriminate against any employee or applicant for employment because of gender, age, race, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, disability, affectional or sexual orientation, genetic information, sex or atypical hereditary cellular or blood trait. Vendor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment without regard to their gender, age, race, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, disability, affectional or sexual orientation, genetic information, sex or atypical hereditary cellular or blood trait. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

B. The Vendor or subcontractor, where applicable, will, in all solicitations or advertisements for employees placed by or on behalf of the Vendor, state that all qualified applicants will receive consideration for employment without regard to gender, age, race, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, disability, affectional or sexual orientation, genetic information, sex or atypical hereditary cellular or blood trait.

C. The Vendor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Agency Contracting Officer advising the labor union or workers' representative of the 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 Vendor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c.127, as amended and supplemented from time to time.

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

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

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

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

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

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

K. In accordance with the Tax Equity and Fiscal Responsibility Act of 1982 (TEFRA), it is expressly understood that if the net amount paid to Vendor pursuant to this Contract exceeds Ten Thousand Dollars (\$10,000.00) in a twelve-month period, Vendor will grant to the County of Gloucester 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. Vendor agrees to grant such access until the expiration of four (4) years after the services are furnished under the contract. In the event that Vendor carries out any duties of the contract through a subcontract with a related organization which will result in payment to the related organization of Ten Thousand Dollars (\$10,000.00) or more over a twelve-month period, Vendor agrees that any such subcontract shall require that the related organization shall make available such books, documents, and records which are necessary to verify the nature and extent of the costs.

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

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

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

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

B. If Vendor is required to be licensed in order to perform the services which are the subject of this Contract, then this Contract may be terminated by County in the event that the appropriate governmental entity with jurisdiction has instituted an action to have the 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 Vendor or subcontractor, where applicable, shall fail to fulfill in timely and proper manner his obligations under this Contract, or if the Vendor shall violate any of the covenants, agreements, or stipulations of this Contract, the County shall thereupon have the right to terminate this Contract by giving written notice to the Vendor of such termination and specifying the effective date thereof. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Vendor under this Contract, shall be forthwith delivered to the County.

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

of termination.

E. In the event the Principals of Vendor change during the term of the contract, the County, may consider such change to be a default/substantial modification and terminate this contract. The parties acknowledge that the County has relied upon the anticipated participation in the performance of the contract by the Principals who were a part of the Vendor at the time of the evaluation of the Vendor's proposal.

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

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

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

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

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

10. **INSURANCE.** Vendor shall, if applicable to the services to be provided, maintain general liability, automobile liability, business operations, builder's insurance, and Workers'

Compensation insurance in amounts, for the coverages, and with companies deemed satisfactory by County, and which shall be in compliance with any applicable requirements of the State of New Jersey. Vendor shall, simultaneously with the execution of this Contract, deliver certifications of said insurance to County, naming County as an additional insured.

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

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

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

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

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

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

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

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

order. The cost or credit to the County from change in this Contract shall be determined by mutual agreement before executing the change involved.

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

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

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

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

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

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

23. **CONTRACT PARTS.** This Contract consists of this Contract document, RFP-12-048 issued by the County of Gloucester and Vendor's responsive proposal. Should there occur a conflict between this form of contract and RFP-12-048, then this contract shall prevail. If there should occur a conflict between this Contract or RFP-12-048, and Vendor's Proposal, then this Contract, or the RFP, as the case may be, shall prevail.

THIS CONTRACT is made effective the \_\_\_\_ of \_\_\_\_\_, 2012.

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

**ATTEST:**

**COUNTY OF GLOUCESTER**

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

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

**ATTEST:**

**DM MEDICAL BILLING**

\_\_\_\_\_

\_\_\_\_\_

**By:**  
**Title:**

D1

**BASIS OF AWARD**

(To be completed by County evaluation committee)

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

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

RFP-12-048 - EMS Medical Billing – DM Medical Billing

<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 documentation 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> Experience with Gloucester County payer mix, knowledgeable in unique NJ reimbursement issues (ALS/BLS Medicare fee split, patient direct pay by insurance carrier)  <u>25</u> points</p>	<p style="text-align: center;">23</p>
<p><b>C. <u>Relevance and Extent of Similar Engagements performed</u></b>  <u>25</u> points            Good existing relationships with GCEMS destination hospitals, (collection of patient insurance data), experience with New Jersey’s two-tiered ALS/BLS Medicare split including U-MH and Virtua</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 good documentation of process; local to GCEMS, weekly meetings easily scheduled</p>	<p style="text-align: center;">22</p>
<p><b>E. <u>Reasonableness of Cost Proposal</u></b>  <u>20</u> points 5.0%/4.75%; would not require GCEMS to expend and additional \$5000 to cover emsCharts export/import modules. Proposal includes provision of connectivity to GCEMS ambulances to enhance current SyncPen use. Same will allow use of AVL with County of Gloucester’s new CAD system at no additional cost to GCEMS/COG.</p>	<p style="text-align: center;">14</p>
<p><b>TOTALS</b></p>	<p style="text-align: center;">89</p>

E1

**RESOLUTION AUTHORIZING THE EXECUTION OF A SHARED SERVICES AGREEMENT WITH THE TOWNSHIP OF DEPTFORD FOR THE PROVISION OF A TRANSPORTATION BUS**

**WHEREAS**, the Township of Deptford (“Local Unit”), located in the County of Gloucester, has the need for a transportation by on a temporary basis; and

**WHEREAS**, the County of Gloucester (“County”) has the capability of providing a transportation bus on a temporary basis, which has been provided by New Jersey Transit; and

**WHEREAS**, the Local Unit has requested the County to provide them with such bus for providing transportation and for transportation purposes for which the Township of Deptford utilizes their bus 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:

1. The Freeholder Director and Clerk of the Board be and are hereby authorized to execute a Shared Services Agreement between the County of Gloucester and the Township of Deptford for the provision of a temporary transportation bus.
2. This resolution and agreement to provide a transportation bus on a temporary basis to the Township of Deptford is contingent upon New Jersey Transit continuing to provide the bus to be used by the Township of Deptford and that the County does not need said bus for current transportation purposes.

**ADOPTED** at a regular meeting of the Gloucester County Board of Chosen Freeholders held on Wednesday, September 5, 2012 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT N. DILELLA, CLERK**

E1

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**VEHICLE LENDING AGREEMENT**

by and between the

**COUNTY OF GLOUCESTER,  
DEPARTMENT OF HUMAN SERVICES**

and

**TOWNSHIP OF DEPTFORD**

**FOR THE PROVISION OF A TRANSPORTATION BUS**

Dated: \_\_\_\_\_, 2012

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Prepared by: Thomas G. Campo,  
Assistant County Counsel

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**VEHICLE LENDING AGREEMENT**

**THIS VEHICLE LENDING AGREEMENT** ("Vehicle Lending Agreement"), dated this \_\_\_\_\_ day of \_\_\_\_\_, 2012, by and between the Township of Deptford, a local unit in the County of Gloucester, Department of Human Services ("Local Unit"), and the County of Gloucester, Department of Human Services is a department within the County of Gloucester ("County").

**RECITALS**

1. The County of Gloucester, Department of Human Services ("County") is a department within the County of Gloucester; and
2. The Township of Deptford ("Local Unit") is a local unit in the County of Gloucester, State of New Jersey; and
3. Local Unit has the authority and responsibility to provide bus transportation within the Township of Deptford; and
4. The County has the authority and numerous buses in connection with transportation for disability persons, elderly individuals and bus service for other residents within the County of Gloucester; and
5. The County is going to provide services on a temporary basis to the Local Unit due to an emergency fire with their bus.

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

**AGREEMENT**

**A. DESCRIPTION OF THE PROJECT AND THE SERVICES.**

The County shall lend a bus to be used by the Local Unit to provide transportation purposes for which the Local Unit utilizes their bus service.

Pursuant to this Agreement, the Local Unit agrees to provide insurance for the Freeholders individually and for the County of Gloucester and its departments and will provide a Certificate of Liability Insurance with the County named as insured, the Freeholders individually, the Department Head of Human Services and all of its departments.

The terms of this Agreement will govern the interaction between the parties to the exclusion of any other agreement or requirement.

**B. DURATION OF AGREEMENT.**

This Agreement shall not go beyond one year and at the end of one year the parties will negotiate a new Vehicle Lending Agreement or discontinue this Agreement.

There will be no cost for use of this Agreement on a temporary basis. However, the Local Unit agrees that the use of this vehicle is complementary and that this privilege can be revoked upon due Notice to Deptford Township for any violation of this Agreement. This Agreement may be revoked at any time by County of Gloucester, Department of Human Services in the event that the County needs the vehicle back in its fleet for County use or if New Jersey Transit does not provide the County of Gloucester with the vehicle to be used by Deptford.

This Agreement to provide a transportation bus on a temporary basis to the Township of Deptford is contingent upon New Jersey Transit continuing to provide the bus to be used by the Township of Deptford and that the County does not need said bus for current transportation purposes.

**C. LIMITATION OF DELEGATION.**

To the extent that this Agreement constitutes a delegation of authority by the County, this Agreement shall not be construed to delegate any authority other than the authority to provide the services described in this Agreement, consistent with the terms and provisions of this Shared Services Agreement.

Neither County nor the Local Unit intends by this Agreement to create any agency relationship other than that which may be specifically required by the Vehicle Lending Agreement for the limited purpose of the provision of service by the County pursuant to this Agreement.

**D. INDEMNIFICATION.**

The Local Unit, shall be responsible for, shall keep, save and hold the County of Gloucester and the Department of Human Services harmless from, shall indemnify and shall defend the County of Gloucester and the Department of Human Services 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 Local Unit'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 Local Unit's failure to provide for the safety and protection of its employees, or from Local Unit's performance or failure to perform pursuant to the terms and provisions of this Contract. The Local Unit'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.

**E. COMPLIANCE WITH LAWS AND REGULATIONS.**

County and the Local Unit agree that they will at their own cost and expense promptly comply with, or cause to be complied with, all laws, rules, regulations and other governmental requirements which may be applicable to its performance of the services described in this Agreement.

Local Unit has been informed that the vehicle has a maximum occupancy. Local Unit has been informed that the Local Unit are subject to laws if disability persons are being transported with tie downs and the Local Unit agrees to abide by the County and State of New Jersey policy concerning tie down and admission of disabled persons into the vehicle.

Local Unit has acknowledged that it is subject to all Federal, State, and Local ordinances and regulations pertaining to the operation and handling of motor vehicles. The Local Unit agrees to abide by said laws.

**F. INSURANCE.**

Local Unit shall, if applicable to the services to be provided, maintain general liability, automobile liability, Workers' Compensation insurance in amounts, and proof of insurance coverage with a Certificate of Insurance listing, for the coverages, and with companies deemed satisfactory by County, and which shall be in compliance with any applicable requirements of the State of New Jersey. Local Unit shall, simultaneously with the execution of this Contract, deliver certifications of said insurance to County of Gloucester and the Department of Human Services, naming County of Gloucester and the Department of Human Services as an additional insured.

Neither the County of Gloucester and the Department of Human Services nor the Local Unit intends any Agency relationship to be created by this Agreement.

Notwithstanding any such agency relationship which may be created by the Vehicle Lending Agreement, the Municipality hereby specifically agrees to indemnify and hold County of Gloucester and Department of Human Services 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 and/or any negligent or intentional act committed by the Local Unit or any of its agents of employees.

The Local Unit agrees that while this Agreement is in effect the Local Unit will preserve and protect the vehicle from loss and/or damage. The Local Unity agrees to be responsible for any loss, costs of repairs that are caused directly to the operation of the vehicle by West Deptford Township and its drivers and employees.

The primary insurance policy while the vehicle is being used by Deptford Township would be Deptford Township's insurance policy.

**G. REMEDIES.**

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

**H. NO ADDITIONAL WAIVER IMPLIED BY ONE WAIVER.**

In the event that any agreement which is contained in this Vehicle Lending Agreement should be breached by either party and thereafter such breach shall be waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be a waiver of any other breach hereunder.

**I. NO PERSONAL LIABILITY.**

No covenant, condition or agreement contained in this Vehicle Lending Agreement shall be deemed to be the covenant, condition or agreement of any past, present or future officer, agent or employee of the Local Unit or County, in his or her individual capacity, and neither the officers, agents or employees of the Local Unit or County nor any official executing this Vehicle Lending Agreement shall be liable personally on this Vehicle Lending Agreement by reason of the execution hereof by such person or arising out of any transaction or activity relating to this Vehicle Lending Agreement.

**J. MISCELLANEOUS.**

1. **Amendment.** This Vehicle Lending 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 Vehicle Lending 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 Vehicle Lending 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 Vehicle Lending 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 Vehicle Lending 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. **Non-Waiver.** It is understood and agreed that nothing which is contained in this Vehicle Lending 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 Vehicle Lending Agreement.
8. **Governing Law.** The terms of this Vehicle Lending Agreement shall be governed by and construed, interpreted and enforced in accordance with the laws of the State of New Jersey.

**K. EFFECTIVE DATE.** This Agreement shall be effective as of this \_\_\_\_\_ day of \_\_\_\_\_, 2012, which date shall be considered the commencement date of this Agreement, and which effective date shall be so designated in authorizing resolutions to be adopted by the parties to this Shared Services Agreement.

**ATTEST:**

**COUNTY OF GLOUCESTER**

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

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

**WITNESS:**

**TOWNSHIP OF DEPTFORD**

\_\_\_\_\_  
**DINA ZAWADSKI, Township Clerk**

\_\_\_\_\_  
**PAUL MEDANY, Mayor**

A

**RESOLUTION AUTHORIZING THE EXECUTION OF ANY AND ALL DOCUMENTS TO OBTAIN AND EXPEND FUNDING FROM THE NEW JERSEY DEPARTMENT OF LAW AND PUBLIC SAFETY, DIVISION OF CRIMINAL JUSTICE, FOR THE BODY ARMOR REPLACEMENT PROGRAM, IN AN AMOUNT TO BE DETERMINED BY THE FUNDING AGENCY, FOR FISCAL YEAR 2012**

**WHEREAS**, there exists a need in the County of Gloucester for the replacement of body armor for full-time, permanent law enforcement officers; and

**WHEREAS**, N.J.S.A. 52:17B-4.4 established a "Body Armor Replacement" fund in the New Jersey Department of Law and Public Safety; and

**WHEREAS**, the Gloucester County Prosecutor recommends the execution of a grant application to said agency for grant funds to be used to provide body armor replacement; 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, Department of Law and Public Safety, Division of Criminal Justice, for the administration of grant projects; and

**WHEREAS**, the Gloucester County Board of Chosen Freeholders acknowledges that the total grant funds to be awarded shall be determined by the funding agency.

**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 and file an application with the State of New Jersey, Department of Law and Public Safety, Division of Criminal Justice, requesting grant funds to be used for the replacement of body armor for full-time, permanent law enforcement officers (if the funding agency requires the Gloucester County Prosecutor to execute the grant application, then submission of the grant application by the Prosecutor is hereby authorized); 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 additional assurances as may be required.

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held September 5, 2012, at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT N. DILELLA, CLERK**



F

BOARD OF  
CHOSEN FREEHOLDERS

COUNTY OF GLOUCESTER  
STATE OF NEW JERSEY

FREEHOLDER DIRECTOR  
Robert M. Damminger

FREEHOLDER LIAISON  
Vincent H. Nestore Jr.

TO: Nick Kappre

DEPARTMENT: Prosecutors Office

GRANT TITLE: 2012 Body Armor Replacement Program

DATE: August 23, 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: Lisa A. Cerny  
Grants Coordinator

FREEHOLDER MEETING: Septmeber 5, 2012

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

## GRANT REQUEST FORM

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

DATE: August 9, 2012

1. TYPE OF GRANT  
       NEW GRANT  
  X   RENEWAL/CONTINUATION-PREVIOUS YR. BUDGET NUMBER 12-249

2. GRANT TITLE: 2012 Body Armor Replacement Program Grant Application

3. GRANT TERM: FROM:        N/A        TO:        N/A       

4. COUNTY DEPARTMENT:        Prosecutor's Office       

5. DEPT. CONTACT PERSON & PHONE NUMBER:        Nick Kappre 384-5637       

6. NAME OF FUNDING AGENCY:        DCJ – Department of Law and Public Safety       

7. BRIEF DESCRIPTION OF GRANT PROGRAM (TO BE USED FOR CLERK OF BOARD):        This grant will provide partial funding to purchase ballistic vests for detectives in the Prosecutor's Office. This grant helps offset the cost to the County. Ballistic vests have a useful life of five (5) years and then must be replaced.       

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

NAME	AMOUNT	NAME	AMOUNT

9. TOTAL SALARY CHARGED TO GRANT: \$        N/A       

10. INDIRECT COST (IC) RATE:        N/A        %

11. IC CHARGED TO GRANT \$        N/A       

12. FRINGE BENEFIT RATE CHARGED TO GRANT:        N/A        %

13. DATE APPLICATION DUE TO GRANTOR        8/17/12

**2012 STATE BODY ARMOR REPLACEMENT FUND APPLICATION  
C-2 LINE ITEM/BUDGET NARRATIVE**

631-00 Police Equipment

To be determined

Ballistic Body Armor for the detectives in the Prosecutor's Office. Body armor is used to protect the officer's lives in dangerous situations.

Body Armor Application 2012

Agency Information	
Agency Id	249
DCJ Tracking Number	13372
Treasury Location Code	99
Tax ID	21-600-0660
Agency Name	Gloucester County Prosecutor's Office
Agency Type	Prosecutor
County	Gloucester
Municipality	GLOUCESTER
Address	P.O. Box 623 70 Hunter Street
City, State, ZIP	Woodbury, NJ 08096
Phone Number	(856) 384-5500
Fax Number	(856) 384-8626

Agency Contact Information	
Name	Mr. Nicholas Kappre
Title	Detective
Email Address	nkappre@co.gloucester.nj.us
Address	PO Box 623
City, State, ZIP	Woodbury, NJ 08096
Phone Number	(856) 384-5637
Fax Number	(856) 384-8626

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Body Armor Application 2012

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Agency Head/Chief Law Enforcement Officer	
Name	Mr. Sean F. Dalton
Title	Prosecutor
Email Address	sdalton@co.gloucester.nj.us
Address	P.O. Box 623
City, State, ZIP	Woodbury, NJ 08096
Phone Number	(856) 384-5530
Fax Number	(856) 384-8624
Submission Date	07/30/2012
Current Officers	34 in 2011: 34
Comments:	
	Currently 5 vest on order
	2013 one vest, one carrier-new hire

Chief Financial Officer	
Name	Mr. Gary M. Schwarz
Title	CFO
Email Address	aliberto@co.gloucester.nj.us
Address	P.O. Box 337
City, State, ZIP	Woodbury, NJ 08096
Phone Number	(856) 853-3353
Fax Number	(856) 251-6778
Submission Date	07/30/2012

Body Armor Application 2012

Financial History							
Year	# Officers	Funding	State Funded Expenditure	Cumulative Unexpended Balance	Vests Purchased	Reason Not Spent	Other Reason
1998	0	\$1,893.59	\$1,893.59	\$0.00	4		
1999	0	\$2,641.30	\$2,641.30	\$0.00	8		
2000	0	\$2,423.95	\$0.00	\$2,423.95	0		
2001	21	\$1,996.43	\$2,424.43	\$1,995.95	4		
2002	30	\$2,834.14	\$532.00	\$4,298.09	1		
2003	31	\$2,877.38	\$0.00	\$7,175.47	0		
2004	34	\$3,170.37	\$10,345.84	\$0.00	12		
2005	34	\$3,066.35	\$3,066.35	\$0.00	4		
2006	34	\$3,197.46	\$0.00	\$3,197.46	0	PRC	
2007	35	\$3,764.21	\$3,197.46	\$3,764.21	5	OTH	Min. 2 vests to be purch. within 60 days
2008	35	\$3,397.42	\$0.00	\$7,161.63	0	OTH	Employee did not retire.No expirations.
2009	34	\$1,330.21	\$6,438.00	\$2,053.84	12	PRC	
2010	34	\$3,180.80	\$0.00	\$5,234.64	0	PRC	
2011	34	\$3,397.05	\$8,167.56	\$464.13	12	PRC	
<b>Totals</b>		<b>\$39,170.66</b>	<b>\$38,706.53</b>	<b>\$464.13</b>	<b>62</b>		

Vest Purchase Details for 2011			
Manufacturer	Model	Quantity	Price
American Body Armor and Equipment, Inc.	XT01 Level IIA	12	\$8,167.56
<b>Totals</b>		<b>12</b>	<b>\$8,167.56</b>

F2

**RESOLUTION AUTHORIZING EXECUTION OF THE GLOUCESTER COUNTY  
TITLE IV-D REIMBURSEMENT AGREEMENT (RENEWAL) WITH THE NEW  
JERSEY DIVISION OF FAMILY DEVELOPMENT FOR AN AMOUNT NOT TO  
EXCEED \$634,906.63 FOR THE TERM OF OCTOBER 1, 2012 TO  
SEPTEMBER 30, 2013**

**WHEREAS**, the County of Gloucester (hereinafter the "County") has previously entered into Title IV-D Reimbursement Agreements with the New Jersey Division of Family Development (hereinafter the "NJDFD") setting forth performance standards and reimbursement procedures with the County and the County's Sheriff's Department for arrest services where bench warrants for child support and paternity matters have been issued; and

**WHEREAS**, the NJDFD has sent to the County a renewal Title IV-D Reimbursement Agreement for the term of October 1, 2012 through September 30, 2013 in an amount not to exceed \$634,906.63, of which not more than \$392,213.00 shall be for salaries, and \$242,693.63 for fringe benefits, of County Sheriff's officer(s) assigned to serve the warrants for child support and paternity matters in the County (hereinafter the "Reimbursement Agreement"); and

**WHEREAS**, the Reimbursement Agreement has been reviewed by Sheriff's Department and County Counsel, and both have recommended approval and execution of the said renewal agreement.

**NOW, THEREFORE BE IT RESOLVED**, by the Board of Chosen Freeholders of the County of Gloucester that the Freeholder Director and County Sheriff are hereby authorized and directed to execute the Reimbursement Agreement in an amount not to exceed \$634,906.63 for the term of October 1, 2012 to September 30, 2013.

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, September 5, 2012, at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT N. DiLELLA, CLERK**

F2

WRITTEN AGREEMENT FACT SHEET

CHECK ONE:

NEW  
 RENEWAL  
 AMENDMENT

CHECK ONE:

CONTRACT  
 INTERAGENCY/AGREEMENT  
 GRANT/WAIVER APPLICATION

\* \* \* \* \*

DESCRIPTIVE TITLE: GLOUCESTER COUNTY TITLE IV-D REIMBURSEMENT AGREEMENT

PARTIES TO CONTACT: THE COUNTY OF GLOUCESTER  
THE SHERIFF'S OFFICE OF GLOUCESTER COUNTY  
AND NEW JERSEY DFD

SIGNATORIES: JEANETTE PAGE-HAWKINS, DIRECTOR  
DIVISION OF FAMILY DEVELOPMENT  
ROBERT M. DAMMINGER, FREEHOLDER DIRECTOR  
CARMEL M. MORINA, COUNTY SHERIFF

SIGNATURE DEADLINE: NON SPECIFIED

TERMS OF CONTRACTS: OCTOBER 1, 2012 THRU SEPTEMBER 30, 2013

COSTS: \$634,906.63

FUNDING SOURCE(S): ADMINISTRATIVE ACCOUNT  
7550-215-152410-6999

## **A. Introduction**

This Agreement is entered into between the New Jersey Department of Human Services (herein after called "DHS"), Division of Family Development (herein after called "DFD") and the County of Gloucester (herein after called the County) and the Sheriff's Office of Gloucester County (herein after called the Sheriff's Office). All parties to this Agreement will comply with Part D of Title IV of the Federal Social Security Act, implementing current regulations, and any other applicable Federal Regulations and requirements.

Effective September 1, 2009, the DFD implemented a new child support enforcement and case management computer system, NJKiDS. NJKiDS is the federally recognized state case registry for the New Jersey child support program, pursuant to Title IV-D regulations. NJKiDS is utilized by the DFD, the New Jersey Judiciary, County Welfare Agencies and County Sheriff Departments. Warrants on Title IV-D cases are now issued electronically by the New Jersey Superior Court through NJKiDS, provided that the judiciary electronic signature is in effect. Each county sheriff department, or the designated entity with legal authority to serve these warrants, will receive court issued electronic warrants via NJKiDS and utilize NJKiDS for various data entry and inquiry functions as described herein.

NJKiDS is not a law enforcement warrant database. NJKiDS does not supplant the use of or interface with the New Jersey Wanted Persons (NJWPS) and/or other designated warrant law enforcement systems recognized by the law enforcement community. Each designated sheriff department, or the designated entity with legal authority to serve warrants, shall continue to utilize NJWPS and/or other systems, in accordance with standard local, state and federal regulations and guidelines.

## **B. Purpose**

The purpose of this Agreement is for the DFD to establish a set of performance standards and reimbursement procedures with the Sheriff's Office for arrest services in those IV-D cases where a bench warrant pertaining to child support and/or paternity matters has been issued by a court of competent jurisdiction for the purposes including, but not limited to, establishing paternity and support obligations, including health insurance coverage, failure to appear before a court of competent jurisdiction and for payment of arrearages owed.

## **C. Definitions**

For purposes of this contract the following terms will be defined thus:

**ARREST SERVICES** - will include all reasonable attempts to apprehend the individual identified in the bench warrant and produce that individual before a judge or other specified officer of the court.

**ARREST** - will refer to the physical act of taking into custody the individual identified in the bench warrant. Such term shall not apply to voluntary surrender to the court or in instances where warrants are vacated.

**CORRECTIVE ACTION PLAN** - a plan of action to correct deficiencies in the performance as identified by the DFD. Such a plan must describe the methods and plans for correcting said deficiencies, and the time frames for doing so.

**DIVISION OF FAMILY DEVELOPMENT** - the single state agency established to supervise the New Jersey State Plan under Title IV-D of the Social Security Act (42 U.S. C 654 *et seq.*) which creates the Child Support and Paternity Program and empowers the State DFD to promulgate rules and regulations required to administer that program effectively. N.J.A.C. 10:80-1.2(b)4.

**GOOD CAUSE** - circumstances beyond the control of the county which affect work load or personnel such as worker strike, lay off, act of God, fire or any other circumstances determined to be good cause after review by the DFD.

**NJKiDS** - the automated child support enforcement and case management computer system which is the federally recognized state case registry for the New Jersey child support program, pursuant to Title IV-D regulations at 45 C.F.R. 302.85.

#### **D. Duties to be Performed**

Upon entering into this contract both the Sheriff's Office and the DFD will have certain functions and duties to perform as outlined in this Cooperative Agreement and in accordance with performance standards as described in Section III of this Agreement and herein.

##### **I. Duties and Functions of the Sheriff's Office:**

1. The Sheriff's Office will receive warrants on Title IV-D cases which emanate manually or electronically, from various courts throughout New Jersey.
2. The Sheriff's Office will receive warrants on Title IV-D cases which emanate manually or electronically, from courts in other counties, and have procedures to execute these warrants in accordance to local, state and federal regulations and guidelines.
3. The Sheriff's Office shall have written procedures for receipting warrants, which are date and time stamped, on Title IV-D cases issued electronically, or manually, by a New Jersey court through the NJKiDS computer system.
4. Pursuant to constitutional authority designated to the county sheriff, all pertinent information shall be submitted to authorized personnel and entered onto the New Jersey Wanted Persons System (NjWPS) and/or other designated law enforcement systems recognized by the law enforcement community.
5. The Sheriff's Office shall have a case file establishment and assignment process.
6. The Sheriff's Office shall have access to and utilize NJKiDS for purposes of: receiving and printing warrants on Title IV-D cases, data entry purposes of executing warrants and making case notes, receiving and printing the Sheriff Quarterly Report, and inquiry access to child

support case information to cross reference data before and after attempts to execute warrants for locate and warrant status information.

7. The Sheriff's Office shall designate adequate staff to receive authorized access to NJKiDS, provided by the DFD, to ensure continuity of operations.
8. The Sheriff's Office shall have staff, who have access to NJKiDS, participate in trainings, provided by DFD. Trainings provided by DFD shall be solely relative to duties and functions as described within this Agreement.
9. The sheriff staff shall attempt services upon the individual at all locations and addresses provided in the warrant and follow up, as necessary, on additional information as it becomes available. All service attempts should be documented in case file and NJKiDS.
10. Sheriff staff shall make follow-up attempts to serve the warrant until such time as the individual is apprehended, the bench warrant is vacated by judicial order or warrant is deemed no longer valid in accordance with other State regulations recognized by the law enforcement community.
11. Once the Sheriff's Officer locates the non-custodial parent, that individual shall be taken into custody immediately.
12. The Sheriff's Officer shall bring the individual before a judge or other specified officer of the court as soon as is practicable following the apprehension of the non-custodial parent.
13. The Sheriff's Office shall participate in statewide coordinated raids and/or amnesty initiatives.
14. The Sheriff's Office shall submit detailed reports pertaining to arrest services on a quarterly basis in order to obtain payment for services; and payment for services shall be based on the collection performance standards specified in Attachment B. All County Expense Reports will be submitted in accordance with the procedures identified in Attachment B1, Procedures for the Submittal of Sheriff's Quarterly Expense Reports.
15. The Sheriff's Office agrees to retain all records and other relevant information for 6 (six) years after the final payment, in accordance with Attachments A and B to this Agreement. However, if any investigation, claim, financial management and review, or audit is started before the expiration of the 6-year period, the record shall be retained until they are resolved and final action taken. Representatives of the DHS, the DFD, and the New Jersey Treasurer, as well as any appropriate federal entities shall have full access to the above mentioned records and documents during this period.
16. The Sheriff's Office agrees to safeguard information and records maintained under this Agreement in accordance with the requirements set forth in the Title IV-D Confidentiality Agreement provided by the DFD.
17. The Sheriff's Office agrees to permit the DHS and the DFD to monitor Title IV-D activities carried on by the Sheriff's Office upon presentation to the county or Sheriff's Office of proper credentials of identification.

18. If a performance deficiency is identified through the monitoring process, the county shall provide a Corrective Action Plan to the DFD. The plan shall state clearly the steps to be taken to bring about the needed correction and shall include the time-frame (not to exceed 90 calendar days) in which the corrections will be accomplished.
19. Upon the DFD's approval of a Corrective Action Plan, the county shall take immediate steps to correct the deficient performance.

**II. Duties and Functions of the DFD:**

1. The DFD shall provide sheriff staff the necessary account credentials to access NJKiDS. NJKiDS is a web-based application and authorized sheriff staff can access NJKiDS through their local computers via a DHS secured server.
2. The DFD shall provide trainings to sheriff staff who have access to NJKiDS. Trainings provided by DFD shall be solely relative to duties and functions as described within this Agreement.
3. The DFD shall review the County Expense Reports, which are submitted in accordance with Attachment B and Attachment B1, Procedures for the Submittal of Sheriff's Quarterly Expense Reports, and verify the accuracy of the information contained in the reports utilizing NJKiDS or where appropriate, field visits.
4. Accounting, Auditing and Purchasing will calculate the percentage of the reimbursement due to the County, according to the collection performance standards outlined in Attachment B.
5. Once the appropriate percentage has been determined, a check will be prepared for the calculated amount and mailed to the county in a timely manner.
6. If a county is found to have been reimbursed for a collection that should not have been claimed, the DFD will process the overpayment as follows:
  - a. The DFD will request in writing that the sheriff's office resubmit the quarterly report in which the overpayment was made, deducting the collection(s) which should not have been claimed.
  - b. The DFD will review the corrected report and ensure the inappropriate collection has been deducted; forwarding the correct report to Accounting, Auditing and Purchasing.
  - c. Accounting, Auditing and Purchasing will receive the corrected report and recalculate the cost/benefit ratio. The appropriate reimbursement rate will be determined by matching the cost/benefit ratio to the rate schedule on Attachment B, page 2 of the Sheriff's Cooperative Agreement (attached). Using the appropriate reimbursement rate Accounting, Auditing and Purchasing personnel will compute the reimbursable expenditure amount. The overpayment will be calculated by subtracting the reimbursable

expenditure amount from the amount actually paid to the county for that quarter. Accounting, Auditing and Purchasing will inform appropriate DFD staff of the amount of the overpayment.

- d. Accounting, Auditing and Purchasing will deduct the amount of the overpayment from the reimbursable expenditure amount from the next quarterly report submitted.
  - e. The DFD will send a letter to the County Sheriff's Office informing them that the amount of overpayment will be deducted from the reimbursement amount of their next quarterly report submitted.
7. The DFD will conduct a technical program review. A statistically valid sample of the IV-D cases will be reviewed to determine if appropriate action has been taken on 75% of the cases. Appropriate action is defined as the timely implementation of the requirements specified in Sections I and III of this Agreement, which address both specific duties and performance.
  8. The DFD will notify the Sheriff's Office in writing of the findings of the above review. If a Corrective Action Plan is required by the Sheriff's Office as a result of problems identified in the review, this plan must address those problems and provide steps to be taken for corrective action. If a Corrective Action Plan is required, the elements will be so stated.
  9. The DFD must approve the acceptability of any Corrective Action Plan deemed necessary within 15 working days. Upon DFD approval of said plan, the Sheriff's Office shall take immediate steps (not to exceed 90 calendar days) to correct the identified problem(s).
  10. The DFD will retain all records and documents relevant to this Agreement for six (6) years after final payment. However, if any investigation, claim, financial management review, or audit is started before the expiration of the 6-year period, the records shall be retained until they are resolved and final action taken.
  11. DFD will provide the Sheriff's Office with necessary materials required to execute the annual Title IV-D Confidentiality Agreement.

### III. Performance Standards

#### Sheriff's Office Shall:

1. Utilize NJKiDS daily, for warrants on Title IV-D cases including, but not limited to, the following purposes:
  - A. Retrieve and print electronic warrants signed and issued by the NJ Superior Court;
  - B. Review child support demographic and warrant case information;
  - C. Monitor the change in warrant status (active, negotiated settlement, executed, detained);
  - D. Enter data in required fields and making case notes;
  - E. Access and print the Sheriff Quarterly Report.
2. Have written procedures for receipting warrants on Title IV-D cases that are issued electronically via NJKiDS, or manually, by the NJ Superior Court. Procedures shall include, but not limited to the following:
  - A. A date and time stamp; (staff may utilize free form text on NJKiDS to denote receipt on a warrant case, however, this will not result in an automated receipt date on the physical warrant printed from NJKiDS)
  - B. Warrants shall be receipted, date and time stamped, within seven (7) business days of the warrant issue date on NJKiDS. Business day is defined as a Monday through Friday, excluding holidays (used hereafter).
  - C. Exceptions to meeting this timeframe must be submitted in writing to the DFD and approved by the DFD. Warrants shall be receipted in a reasonable timeframe and conducive to managing case volume of said particular county.
  - D. For purposes of establishing a case file under this Agreement, a warrant will not be deemed in sheriff receipt unless specified with a date and time stamped.
3. Monitor NJKiDS daily for alert notification of warrants issued by the NJ Superior Court on Title IV-D cases. Enter the warrant information on to the New Jersey Wanted Persons System (NJWPS) and/or other designated law enforcement system recognized by the law enforcement community within five (5) business days of the receipt of the warrant. Once completed, update NJKiDS with the date the warrant was entered on NJWPS within one (1) business day. All new cases shall be assigned to a sheriff staff person within two (2) business days thereafter.
4. Monitor NJKiDS daily for alert notification of changes to the Title IV-D warrant status. For any warrant that has been discharged or vacated by the New Jersey Superior Court, record the discharge of the warrant on to the NJWPS and/or other designated law enforcement system recognized by the law enforcement community within one (1) day of the alert notification. Once completed, update NJKiDS with the date the warrant was discharged or vacated on NJWPS within one (1) business day.
5. Initiate action to execute the warrant within fifteen (15) business days of case assignment. Utilize NJKiDS to verify warrant status and warrant case information, prior to any attempts to execute a warrant. Findings shall be documented in case file and on NJKiDS.

6. Follow-up on the execution of the warrant by attempting service within five (5) business days of receiving new information. Retain documentation of attempted service and/or any new information obtained in case file and on NJKiDS.
7. Attempt execution of the warrant one or more days each month for three consecutive months, if the initial execution of a warrant is unsuccessful and no sufficient location information is available. If further attempts to execute the warrant are unsuccessful, the Sheriff's Officer must attempt service at least once within a 12-month period, until the individual is apprehended or the Sheriff's Office is notified the bench warrant is vacated. Documentation should be retained in case file and on NJKiDS.
8. All Title IV-D warrants shall be executed in NJKiDS same day as arrest. Arrests that occur during night time hours, weekends and/or holidays must be executed in NJKiDS on the next business day. Exceptions to meeting this timeframe must be submitted in writing to the DFD and approved by the DFD.
9. Inform appropriate source of invalid address on warrant within three (3) business days of attempted service. Findings shall be documented in case file and on NJKiDS.
10. Participate in at least two (2) statewide coordinated raids and/or amnesty initiatives per Agreement year.
11. Maintain time and attendance records for individuals performing child support functions.
12. Submit a quarterly expense report to the DFD, within twenty (20) calendar days of the end of the quarter, in accordance with the elements in Attachment B.
13. Maintain a cost/benefit ratio of at least \$1: \$1.60.
14. Complete all necessary/appropriate action as provided under this Agreement on a minimum of 75% of the sample cases, unless good cause is determined for not doing so. Where this standard is not met and good cause is not demonstrated, a Corrective Action Plan addressing this problem shall be developed.
15. Provide the DFD with a Corrective Action Plan within thirty (30) calendar days after receiving a written notification from the DFD specifying a deficiency.
16. Provide the DFD with the name and telephone number of a contact person and an alternate within the agency.

**The DFD shall:**

1. Review county expense reports on a quarterly basis.
2. Mail the Sheriff's Office a check for reimbursable expenditures within thirty (30) calendar days of receipt of an approved expense report.
3. Conduct a triennial on-site audit.

4. Notify the Sheriff's Office in writing within thirty (30) calendar days of the findings resulting from the triennial audit.
5. Respond to the acceptability of a Corrective Action Plan within fifteen (15) calendar days when such a plan is necessary.

#### **IV. Special Provisions**

1. This Agreement is conditioned upon the availability of Federal Financial Participation from the DFD to reimburse the county fees in connection with arrest services in administering the State's Title IV-D laws within the county.
2. This Agreement may be amended by mutual consent of the parties. Any amendment shall be reduced to writing, executed in the same manner as this Agreement, and incorporated into this Agreement.
3. Raids and /or Amnesty programs may not be initiated without prior written approval of the DFD.
4. The DFD reserves the right to refuse to reimburse the county, or in the alternative, to terminate this Agreement entirely upon thirty (30) calendar days written notice, if the Sheriff's Office fails to provide services consistent with the State IV-D Plan or this Agreement. The DFD may refuse reimbursement of the following reasons:
  - a. Failure to perform (without good cause) within the parameters of the performance standards of this Agreement.
  - b. Failure to present Corrective Action Plan(s) as required by this Agreement.
  - c. Failure to provide correct and full reports as required by this Agreement.
5. The DFD may exercise its right to terminate the contract for the following reasons:
  - a. Violation of Federal and/or State Law.
  - b. Failure to take appropriate corrective action.
  - c. Repeated failure to perform (without good cause) within the parameters of the performance standards, as outlined in Section III of this Agreement.
6. This Agreement shall be terminated upon the decision of any court of competent jurisdiction to the effect that this Agreement is in violation of Federal or State law in its entirety. However, if any particular provision of this Agreement is found to be invalid, the remainder of this Agreement shall continue to be in effect, unless to do so would contravene the purpose of this Agreement.
7. This Agreement may be terminated upon thirty (30) days' written notice by either party based upon the occurrence of a change in applicable Federal law(s) or regulation(s) that would result in the unavailability of Federal funds for services to be provided under this Agreement.
8. In the event the Sheriff's Office is unable to perform under the conditions of this Agreement, the County and Sheriff's Office may terminate this Agreement upon thirty (30) days' written notice to the DFD.

## ATTACHMENT A

The Sheriff's Office shall maintain individual case records sufficient to permit evaluation of progress on each case record. A record must be kept in a format that would allow for easy review as to the progress of the case. The following information must be included in the case file:

1. Complainant's name
2. Name and address of non-custodial parent
3. Date of birth of non-custodial parent
4. Social Security number of non-custodial parent
5. Name and address of employer
6. Arrears
7. Copy of the Warrant
8. Docket #
9. CS#
10. Action taken on case
11. Outcome of action
12. Special provisions - an example of a special provision would be if a wage execution were signed.
13. Officer's name
14. Other relevant information
  - a. NJKiDS inquiries
  - b. Any other source

**ATTACHMENT B**  
**Fiscal System and Reports**

This Attachment is applicable to the Sheriff's Office and is provided to ensure uniformity in the maintenance of a fiscal system and preparation of appropriate reports.

1. Total Sheriff's Officers' costs of arrest services, for the period October 1, 2012 through September 30, 2013, performed pursuant to this Agreement, shall not exceed \$634,906.63 which shall include not more than \$392,213.00 in salaries and \$242,693.63 in fringe benefits for the officer assigned to the serving of warrants.
2. Appropriations for Sheriff's Officers shall constitute in whole or in part the non-federal share of each fee for service to satisfy the Federal requirement of State financial participation.
3. The DFD shall make payments to the county for the Federal share of allocated fees for service provided by the Sheriff's Office within the limits set forth in Items 1 and 6 of this Attachment to the extent that such payment does not exceed actual expenditures. Allowable expenditures are limited to salaries and fringe benefits.
4. In order to receive payment, the Sheriff's Office shall file a Quarterly Budget Report identifying those services performed by the Sheriff's Office in a case-specific format as well as the actual expense incurred by the Sheriff's Office in performing those activities. The Quarterly Budget Report contains the following: the SQCR Sheriff Quarterly Collection Report and the Summary of Federally Reimbursable Expenditures form.
5. The Quarterly Budget Report shall be filed within twenty (20) calendar days of the end of the quarter. Late submission of these reports may result in a delay, penalty or reduction in the rate of reimbursement.
6. The DFD will make a payment at the end of the quarter for a federal share of all approved fees, based upon the required reports filed with the DFD for the quarter. All funds collected, as the result of a warrant action will be counted as follows:
  - a. The value of lump sum collections on arrears as a result of the warrant arrest and received within five (5) calendar days of the date of arrest and additional payments made up until ninety (90) calendar days of the date of arrest. Payments are recorded within the Quarter reviewed.
  - b. Any regular payment whether consecutive or not made by the obligor which includes the following receipt sources from NJKiDS--EW (employer wage); RE (regular pymt); PM (release amount); QR (QDRO/EDRO) and VL (voluntary payment).
  - c. Excludes payments resulting from enforcement actions initiated by any other entity, independent of information received as a result of the Sheriff's Office action.
  - d. The value of all new orders paid within the quarter.
  - e. The value of an upward modification to an existing support order paid within the quarter.
  - f. Support collected by one county at the request of another county will be treated as having been collected in full by each county.

**ATTACHMENT B Cont'd.**

The reimbursement rate shall be in accordance with the following schedule:

**COLLECTION PERFORMANCE STANDARDS**

<b>Quarterly Collections</b>	<b>Reimbursement Rate</b>
\$1: \$4.00	Maximum FFP rate: 66%
\$1: \$3.60	60%
\$1: \$3.20	50%
\$1: \$2.80	40%
\$1: \$2.40	30%
\$1: \$2.00	20%
\$1: \$1.60	10%

ATTACHMENT B Cont'd.

	<b>SALARIES</b>	<b>FRINGE</b>	<b>TOTAL</b>
<b>Rich Arena, Detective</b>	<b>\$84,375.00</b>	<b>\$53,274.38</b>	<b>\$137,649.38</b>
<b>Tom Atkinson, Detective</b>	<b>\$84,375.00</b>	<b>\$53,274.38</b>	<b>\$137,649.38</b>
<b>John Hamilton, Detective</b>	<b>\$85,923.00</b>	<b>\$54,251.78</b>	<b>\$140,174.78</b>
<b>Mike Petruz, Detective</b>	<b>\$84,375.00</b>	<b>\$53,274.38</b>	<b>\$137,649.38</b>
<b>Kimberly D. Alvarado, Secretarial Assistant</b>	<b><u>\$53,165.00</u></b>	<b><u>\$28,618.72</u></b>	<b><u>\$81,783.72</u></b>
<b>TOTAL</b>	<b>\$392,213.00</b>	<b>\$242,693.63</b>	<b>\$634,906.63</b>

**ATTACHMENT B1**  
**PROCEDURES FOR THE SUBMITTAL OF SHERIFF'S**  
**QUARTERLY EXPENSE REPORTS**

1. Utilization of Standardized Reports: In order to report collections/payments and expenses and to be reimbursed according to the signed Cooperative Agreement, the following two approved DFD documents must be submitted on a quarterly basis:
  - NJKiDS SQCR Sheriff Quarterly Report: an automated report accessed via the SQCR screen of NJKiDS. There is no manual data entry necessary. Staff can access and print this report at the close of each Federal Fiscal Quarter.
  - Summary of Federally Reimbursable Expenditures form: a form created via an Excel spreadsheet. This form requires minimal manual data entry.
2. Required Data Entry on NJKiDS and Sheriff Quarterly Reports: Sheriff staff are required to enter certain data elements on the NJKiDS BWLT Screen (bench warrant screen) upon execution of a Title IV-D child support warrant. By doing so, NJKiDS is programmed to auto-populate the SQCR Sheriff Quarterly Report with collection information as set forth in the collection criteria listed in *Attachment B.6, Fiscal and Systems Reports*.
3. Automated Calculation and Recording of Collections: If sheriff staff do not utilize NJKiDS to execute warrants, NJKiDS will not record the collection on the SQCR Sheriff Quarterly Report and it will not be included in the calculations associated to the county for reimbursement.
4. Daily time reports should be retained on file for audit purposes.
5. All required reports shall be submitted on a quarterly basis no later than twenty (20) calendar days after the end of the quarter to:

Attention: Joyce Frigen, Child Support Specialist 2  
Department of Human Services  
Office of Child Support Services  
PO Box 716  
Trenton, New Jersey  
(609) 631-2691

Late submission may result in a delay, penalty, or reduction in the reimbursement, pursuant to the Sheriff's Cooperative Agreement Addendum.

6. Federal Fiscal Year (FFY) 2013 quarterly reporting due dates are:

First quarter:	10/01/12 to 12/31/12; Due by: 01/21/13
Second quarter:	01/01/13 to 03/31/13; Due by: 04/22/13
Third Quarter:	04/01/13 to 06/30/13; Due by: 07/22/13
Fourth Quarter:	07/01/13 to 09/30/13; Due by: 10/21/13

## **ATTACHMENT C**

### **Disclosure of information**

1. Any staff that performs IV-D functions, or accesses NJKiDS must sign a Confidentiality Agreement annually, as stated in the requirements of the New Jersey Privacy and Confidentiality Manual. This manual is accessible on the New Jersey Child Support website, njchildsupport.org.
2. Any staff that performs IV-D functions, or accesses NJKiDS must view, on an annual basis, the IRS webinar video as stated in the requirements of the New Jersey Privacy and Confidentiality Manual. These videos and /or the text for the videos are accessible on the New Jersey Child Support website, njchildsupport.org.
3. Disclosure of information concerning Title IV-D clients shall be limited to the administration of Title IV-D Program as it relates to the establishment of paternity and collection of child support.
4. Information applicable to this program may be provided to appropriate staff of the Probation Division, State and local prosecutors, the DHS staff, the State and county IV-D staff, and the State Attorney General's Office.
5. Nothing in this Agreement shall be construed to conflict with the regulations of safeguarding information as stated in the requirements set forth in the Title IV-D Confidentiality Agreement, provided by DFD.

**STATE OF NEW JERSEY  
DIVISION OF FAMILY DEVELOPMENT**

DATE: \_\_\_\_\_ BY: \_\_\_\_\_  
Jeanette Page-Hawkins, Director

**COUNTY OF GLOUCESTER**

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

DATE: \_\_\_\_\_ BY: \_\_\_\_\_  
Carmel M. Morina, County Sheriff

**RESOLUTION AUTHORIZING A SHARED SERVICES AGREEMENT WITH THE GCIA TO CARRY OUT N.J. CLEAN COMMUNITIES GRANT PROGRAM ACTIVITIES AND TRANSFERRING 2012 CLEAN COMMUNITIES GRANT FUNDS IN THE AMOUNT OF \$105,944.00 TO THE GCIA FOR SAID ACTIVITIES**

**WHEREAS**, the County of Gloucester (hereinafter the "County") is eligible for and does receive from the State of New Jersey funds pursuant to the N.J. Clean Communities Grant Program; and

**WHEREAS**, the Gloucester County Improvement Authority maintains the Office of Recycling with the expertise and equipment to effectively administer the program pursuant to the Act and grant regulations; and

**WHEREAS**, as it has in the past, the County desires to transfer the Clean Communities grant funds received by it for the year 2012 to the GCIA, and to provide that the GCIA will administer the said grant funds consistent with the terms and provisions of the New Jersey Clean Communities Program Act, N.J.S.A.13:1E-213, et seq. (hereinafter the "Act"), and related statutory and regulatory provisions; and

**WHEREAS**, the actual grant funds received by the County total \$105,944.00; and

**WHEREAS**, it is appropriate to authorize the execution of a Shared Services Agreement in accordance with the Uniform Shared Services Consolidation Act, N.J.S.A. 40A:65-1 et seq., by and between the County, and the GCIA, pursuant to which the GCIA shall provide services consistent with the requirements of the Clean Communities Grant Program under the Act for and on behalf of the County.

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

1. That the County shall transfer to the GCIA the total sum of \$105,944.00, representing the N.J. Clean Communities grant funds received by the County from the State of New Jersey for purposes of the GCIA providing Clean Communities activities in the County in accordance with the terms of the Act, and the grant itself; and
2. That the Director of the Board of Chosen Freeholders, and the Clerk of the Board, be, and the same are hereby are, authorized to execute a Shared Services Agreement with the GCIA delegating to the GCIA responsibility for the provision of the activities pursuant to the Clean Communities Grant Program, and the Act.

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, September 5, 2012 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ATTEST:**

**ROBERT M. DAMMINGER, DIRECTOR**

**ROBERT N. DILELLA, CLERK**

**SHARED SERVICES AGREEMENT BETWEEN THE  
GLOUCESTER COUNTY IMPROVEMENT AUTHORITY AND THE COUNTY OF  
GLOUCESTER FOR THE ADMINISTRATION OF THE N.J. CLEAN  
COMMUNITIES GRANT PROGRAM ACTIVITIES FOR THE YEAR 2012**

**THIS UNIFORM SHARED SERVICES AGREEMENT** (“Shared Services Agreement”), dated this 5<sup>th</sup> day of September, 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, New Jersey 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, New Jersey, 08096; and

**WHEREAS**, the State of New Jersey has provided funds to the County through the New Jersey Department of Environmental Protection (hereinafter the “NJDEP”) in the amount of One Hundred Five Thousand Nine Hundred Forty Four Dollars and Zero Cents (\$105,944.00) (hereinafter the “Grant”) under and pursuant to the New Jersey Clean Communities Program Act, N.J.S.A.13:1E-213, et seq. (hereinafter the “Act”); and

**WHEREAS**, the County is therefore required by the Grant, and the Act, to provide Clean Communities Program activities consistent with the terms of the Grant and the Act (hereinafter the “Activities”); and

**WHEREAS**, the GCIA maintains and operates an Office of Recycling, so that it employs personnel that are qualified, capable and willing to provide the Activities that the County is responsible to provide consistent with the terms of the Grant and the Act; and

**WHEREAS**, the GCIA is then able through its Office of Recycling, and its staff, based on its experience, to provide the Activities within the County in accordance with the terms of the Grant and the Act; and

**WHEREAS**, the GCIA has in the past provided such Activities for and on behalf of the County under prior agreements; and

**WHEREAS**, the County is desirous of delegating to the GCIA the responsibility for provision of the Activities that the County may be required to undertake in accordance with the Grant and the Act throughout the County; and

**WHEREAS**, the County and the GCIA desire to enter into this Shared Services Agreement for the purpose of having the GCIA provide for and in the County for the year 2012 the Activities, consistent with the terms and provisions of the Grant, the Act, and the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1, et seq. (hereinafter the "Shared Services Act"); and

**WHEREAS**, the Shared Services Act, N.J.S.A. 40A:65-1, et seq., specifically authorizes local government units, including, but not limited to, counties and authorities such as the GCIA to enter agreements for the provisions 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**

#### **A. DESCRIPTION OF THE PROJECT AND SERVICES.**

(a) The GCIA shall provide through its Office of Recycling, its staff and personnel, all services necessary and appropriate to provide Activities that comply with, and are in accordance with, the Grant and the Act, as more specifically described in the statutory, regulatory and Grant program provisions for the year 2012. Such services shall include, but not be limited to, the preparation and submission to the County of, any and all financial and performance reports, plans, schedules, accountings or other documents, that may be required by either the Grant or the Act for submission to the NJDEP, or other appropriate agencies, in order to establish compliance with the requirements of the Grant and/or the Act.

(b) The GCIA warrants that it is aware of the requirements of the Grant, and the Act, and thereby of the work required to be performed under this Shared Services Agreement. The GCIA further warrants that it has the capabilities and credentials required by this Shared Services Agreement, and that it will faithfully perform the services required hereunder, and abide by the terms, conditions and other requirements of this Shared Services Agreement, the Grant, and the Act.

#### **B. PAYMENT FROM COUNTY TO GCIA; NO PAYMENT FROM GCIA TO COUNTY.**

The parties agree that the entire payment from the County to the GCIA shall consist of a transfer from the County to the GCIA of funds in the amount of One Hundred and Five Thousand Nine Hundred and Forty Four Dollars and Zero Cents (\$105,944.00), i.e. the Grant, which constitutes the entire amount received by the County from the NJDEP under and pursuant to the Act. The County shall have no obligation to make any payment or transfer of any funds to the GCIA other than the transfer of the funds of the Grant received by the County from the NJDEP for 2012. The parties further agree that neither the County, nor the GCIA, shall be obligated to reimburse the other for the cost of any services rendered by either in processing, administering, or closing out the Grant in accordance with its terms, and in accordance with the requirements of the Act.

**C. DURATION OF AGREEMENT.**

This Shared Services Agreement shall be effective upon the effective date noted herein below, and shall conclude on December 31, 2012, or until the Grant funds for 2012 have been exhausted, whichever is later. To the extent that additional reporting or administrative activities are necessary or required to conclude the administration of the Activities for calendar year 2012 after this Shared Services Agreement has concluded, the GCIA shall be authorized to take such action on behalf of the County, and the County on behalf of the GCIA; and both parties agree to do so.

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

Neither County nor GCIA intends by this Shared Services Agreement to create any agency relationship other than that which may be specifically required by the Shared Services Act for the limited purpose of the GCIA providing the services in connection with the project described in this Shared Services Agreement, including, but not limited to, the provision of the Activities for the year 2012. To the extent that this Shared Services Agreement constitutes a delegation of authority by the County, this Shared Services Agreement shall not be construed to delegate any authority other than the authority to provide the Activities, including satisfaction of any reporting requirements necessary and appropriate to carry out the requirements of the Grant and the Act.

Notwithstanding any such agency relationship which may be created by the Shared Services Act, the GCIA 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 GCIA and/or any of its agents, servants, employees, or contractors in connection with the performance of the services which are the subject of this Shared Services Agreement.

The GCIA represents that it maintains General Liability and all other necessary and appropriate insurances related to the services to be performed under this Shared Services Agreement. Simultaneously with the execution of this Shared Services Agreement, the GCIA shall provide the County with Certificates of Insurance for the relevant policies; and shall provide that the County shall be named as an additional insured on all such policies.

**E. COMPLIANCE WITH LAWS AND REGULATIONS.**

The GCIA and the County agree that they will at their own cost and expense promptly comply with, or cause to be complied with, all laws, statutes, ordinances, rules, regulations and other governmental requirements which may be applicable to the services being performed, as described and set forth in this Shared Services Agreement.

The GCIA and the County agree in the performance of this Shared Services Agreement to comply with all applicable Federal, State and Municipal laws, rules, regulations, ordinances, and written policies including, but not limited to, that which are set forth in the Grant and/or the Act.

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 GCIA, 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 GCIA 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.

10. **Notices.** Notices required by the Shared Services Agreement shall be effective upon notice of mailing by regular and certified mail to the addresses set forth above, or by personal service, or if such notices can not be delivered or personally served, then by any procedure for notices pursuant to the Rules of Court of the State of New Jersey.
11. **Binding Effect.** This Shared Services Agreement shall be binding on the undersigned, and their successors and assigns.
12. **Gender and Number.** Use of the singular or plural includes the other, and use of any gender includes all genders, as the context requires or permits.

**G. SHARED SERVICES AGREEMENT PARTS.** This Shared Services Agreement consists of this agreement document, and any and all of the documents, including amendments and supplements thereto, that make up the Grant package (hereinafter the "Grant Documents"), all of which are referred to, and incorporated herein in their entirety by reference. The GCIA warrants that it is familiar with, has read, and understands, the Grant Documents.

Should there occur a conflict between this Shared Services Agreement, and the Grant Documents or the Act, then the Grant Documents and Act shall prevail.

**H. EFFECTIVE DATE.** This Shared Services Agreement shall be effective as of September 5, 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:**

**GLOUCESTER COUNTY  
IMPROVEMENT AUTHORITY**

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

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

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**RESOLUTION AUTHORIZING TERMINATION OF DRAINAGE EASEMENTS  
PREVIOUSLY TRANSFERRED AND CONVEYED TO THE COUNTY BY SANTO  
JOSEPH MACCHERONE IN, OVER AND ACROSS HIS PROPERTY IN THE  
TOWNSHIP OF SOUTH HARRISON KNOWN AS BLOCK 1, LOT 3, AND BLOCK 5,  
LOT 4**

**WHEREAS**, in connection with a certain application for subdivision approval previously made to the South Harrison Township Planning Board (hereinafter the "SHPB"), and the Gloucester County Planning Board (hereinafter the "GCPB"), Santo Joseph Maccherone (hereinafter "Maccherone") transferred and conveyed an easement for drainage in, over and across his property known as Lot 3, Block 1 in South Harrison Township by and through an instrument titled Drainage Easement dated August 3, 2006 to the County of Gloucester (hereinafter the "County"), which was recorded August 21, 2006 in the Gloucester County Clerk's Office in Deed Book 4262 at Page 279 (hereinafter the "Easement I"); and

**WHEREAS**, in connection with a certain application for subdivision approval made to the SHPB, and the GCPB, Maccherone transferred and conveyed an easement for drainage in, over and across his property known as Lot 4, Block 5 in South Harrison Township by and through an instrument titled Drainage Easement dated August 3, 2006 to the County, which was recorded August 21, 2006 in the County Clerk's Office in Deed Book 4262 at Page 281 (hereinafter the "Easement II"); and

**WHEREAS**, in connection with a certain application for subdivision approval made to the SHPB, and the GCPB, Maccherone transferred and conveyed an easement for drainage in, over and across his property known as Lot 4, Block 5 in South Harrison Township by and through an instrument titled Drainage Easement dated August 3, 2006 to the County, which was recorded August 21, 2006 in the County Clerk's Office in Deed Book 4262 at Page 283 (hereinafter the "Easement III"); and

**WHEREAS**, Maccherone reserved for himself the right to utilize the property burdened by the Easement I known as Lot 3, Block 1 on the Official Tax Map of Township of South Harrison, and the property burdened by the Easement II and the Easement III known as Lot 4, Block 5 on the Official Tax Map of Township of South Harrison, (hereinafter collectively the "Easement Properties"); and

**WHEREAS**, Maccherone continues to own, and is currently the record owner of, the Easement Properties; and

**WHEREAS**, Easement I, Easement II, and Easement III are no longer needed by the County, as Maccherone has made application to the County to place the Easement Properties into the County's Farmland Preservation Program; and

**WHEREAS**, the Easement Properties are not now contemplated to be utilized for development in connection with the certain applications for subdivision approval previously made by Maccherone to the SHPB and GCPB, as Development Easements forever preserving as farmland the Easement Properties are now contemplated to be transferred and conveyed by Maccherone to the County; so that the said properties will be forever preserved through the County's Farmland Preservation Program; and

**WHEREAS**, since the Easement Properties will be permanently preserved farmland, the County no longer requires Easement I, Easement II, or Easement III; and thereby, it is not necessary that any of the said drainage easements remain of record; and

**WHEREAS**, since Easement I, Easement II and Easement III are not needed, the County, and Maccherone, agree that each of the said easements may be terminated; and

**WHEREAS**, the termination of Easement I, Easement II and Easement III will be conditioned upon the Easement Properties being placed into the County's Farmland Preservation Program; so that the termination agreements will only be recorded immediately prior to the County recording a Development Easement Deed, wherein development easements in, over and across the Easement Properties are conveyed to the County.

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

1. The County hereby agrees to terminate, to and hereby authorizes termination of, Easement I, Easement II and Easement III, and to thereby forever release, remise and discharge the Easement Properties from the encumbrance of said easements.

2. The termination and release of Easement I, Easement II and Easement III by the County shall be conditioned upon the Easement Properties being placed into the County's Farmland Preservation Program, and being permanently preserved as farmland by and through the recording of a Development Easement Deed in favor of the County; with any termination agreement only being recorded immediately prior to the recording of such a Development Easement Deed.

3. The Freeholder Director, and the Clerk of the Board, be, and the same hereby are, authorized to execute the Termination of Drainage Easement Agreements attached hereto, along with any other documents necessary to effectuate the purposes of this Resolution.

**ADOPTED** at the regular meeting of the Gloucester County Board of Chosen Freeholders held on Wednesday, September 5, 2012, at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT N. DILELLA, CLERK**

**TERMINATION OF DRAINAGE EASEMENTS AGREEMENT**

**THIS TERMINATION OF DRAINAGE EASEMENTS AGREEMENT** is made as of this day of \_\_\_\_\_, 2012 by **Santo Joseph Maccherone**, whose address is 233 Franklinville Road, Woolwich Township, NJ 08085 (hereinafter "Maccherone") **and the County of Gloucester**, a body politic and corporate organized under the laws of the State of New Jersey, whose address is 2 South Broad Street, Woodbury, New Jersey 08096 (hereinafter the "County").

**WITNESSETH:**

**WHEREAS**, in connection with a certain application for subdivision approval previously made to the South Harrison Township Planning Board (hereinafter the "SHPB"), and the Gloucester County Planning Board (hereinafter the "GCPB"), Santo Joseph Maccherone (hereinafter "Maccherone") transferred and conveyed an easement for drainage in, over and across his property known as Lot 3, Block 1 in South Harrison Township by and through an instrument titled Drainage Easement dated August 3, 2006 to the County of Gloucester (hereinafter the "County"), which was recorded August 21, 2006 in the Gloucester County Clerk's Office in Deed Book 4262 at Page 279 (hereinafter the "Easement I"); and

**WHEREAS**, in connection with a certain application for subdivision approval made to the SHPB, and the GCPB, Maccherone transferred and conveyed an easement for drainage in, over and across his property known as Lot 4, Block 5 in South Harrison Township by and through an instrument titled Drainage Easement dated August 3, 2006 to the County, which was recorded August 21, 2006 in the County Clerk's Office in Deed Book 4262 at Page 281 (hereinafter the "Easement II"); and

**WHEREAS**, in connection with a certain application for subdivision approval made to the SHPB, and the GCPB, Maccherone transferred and conveyed an easement for drainage in, over and across his property known as Lot 4, Block 5 in South Harrison Township by and through an instrument titled Drainage Easement dated August 3, 2006 to the County, which was recorded August 21, 2006 in the County Clerk's Office in Deed Book 4262 at Page 283 (hereinafter the "Easement III"); and

**WHEREAS**, Maccherone reserved for himself the right to utilize the property burdened by the Easement I known as Lot 3, Block 1 on the Official Tax Map of Township of South Harrison, and the property burdened by the Easement II and the Easement III known as Lot 4, Block 5 on the Official Tax Map of Township of South Harrison, (hereinafter collectively the "Easement Properties"); and

**WHEREAS**, Maccherone continues to own, and is currently the record owner of, the Easement Properties; and

**WHEREAS**, Easement I, Easement II, and Easement III are no longer needed by the County, as Maccherone has made application to the County to place the Easement Properties into the County's Farmland Preservation Program; and

**WHEREAS**, the Easement Properties are not now contemplated to be utilized for development in connection with the certain applications for subdivision approval previously made by Maccherone to the SHPB and GCPB, as Development Easements forever preserving as farmland the Easement Properties are now contemplated to be transferred and conveyed by Maccherone to the County; so that the said properties will be forever preserved through the County's Farmland Preservation Program; and

**WHEREAS**, since the Easement Properties will be permanently preserved farmland, the County no longer requires Easement I, Easement II, or Easement III; and thereby, it is not necessary that any of the said drainage easements remain of record; and

**WHEREAS**, since Easement I, Easement II and Easement III are not needed, the County, and Maccherone, agree that each of the said easements may be terminated; and

**WHEREAS**, the termination of Easement I, Easement II and Easement III will be conditioned upon the Easement Properties being placed into the County's Farmland Preservation Program; so that this termination agreement will only be recorded immediately prior to the County recording a Development Easement Deed, wherein development easements in, over and across the Easement Properties are conveyed to the County.

**NOW, THEREFORE**, the County, for and in consideration of the sum of One Dollar (\$1.00), and other good and valuable consideration, the receipt of which is hereby acknowledged by the parties, hereby agrees that Easement I, Easement II and Easement III in, over and across the Easement Properties be, and the same hereby are, terminated, extinguished and released; and the County further agrees that the Easement Properties are and forever released and discharged of and from the encumbrance of such easements.

**THIS AGREEMENT** shall be binding upon and in favor of the successors and assigns of the respective parties hereto.

**IN WITNESS THEREOF**, the parties hereto have caused this Termination of Drainage Easements Agreement to be executed as of the day and year first above written.

**COUNTY OF GLOUCESTER**

By: \_\_\_\_\_  
ROBERT M. DAMMINGER, Director  
Gloucester County Board of Chosen Freeholders

**STATE OF NEW JERSEY  
COUNTY OF GLOUCESTER SS.:**

I CERTIFY that on \_\_\_\_\_, 2012, the subscriber ROBERT M. DAMMINGER, personally came before me and acknowledged under oath, to my satisfaction that this person:

- (a) is named in and personally signed this Termination of Drainage Easements Agreement;
- (b) signed, sealed and delivered this Termination of Drainage Easements Agreement as the County's act and deed, per a Resolution duly adopted by the Gloucester County Board of Chosen Freeholders; and
- (c) is the Director of the Gloucester County Board of Chosen Freeholders.

Signed and sworn to before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2012.

\_\_\_\_\_  
(Notary Public)

I, **Santo Joseph Maccherone**, the record owner of the Easement Properties, and the Grantor of Easement I, Easement II, and Easement III, hereby agrees and consents to this Termination Of Drainage Easements Agreement; and further agrees that I, as well as my successors and assigns, are bound by the terms of same.

**Witness:**

\_\_\_\_\_

By: \_\_\_\_\_  
**Santo Joseph Maccherone**

**STATE OF NEW JERSEY            ss:**  
**COUNTY OF GLOUCESTER**

I certify on the \_\_\_\_ day of \_\_\_\_\_, 2012, **Santo Joseph Maccherone**, personally appeared before me, and stated to my satisfaction that this person was a person authorized to, and did execute this Termination Of Drainage Easement Agreements as his free and voluntary act for the purposes set forth herein.

\_\_\_\_\_  
NOTARY

**RESOLUTION AUTHORIZING TERMINATION OF DRAINAGE AND SIGHT TRIANGLE EASEMENTS PREVIOUSLY TRANSFERRED AND CONVEYED TO THE COUNTY BY BEZR HOMES, LLC IN, OVER AND ACROSS ITS PROPERTY IN THE TOWNSHIP OF EAST GREENWICH KNOWN AS BLOCK 1102, LOTS 2, 2.01, AND 3**

**WHEREAS**, in connection with a certain application for subdivision approval previously made to the East Greenwich Township Planning Board (hereinafter the "EGPB"), and the Gloucester County Planning Board (hereinafter the "GCPB"), BEZR Homes LLC (hereinafter "BEZR") transferred and conveyed an easement for drainage in, over and across its property known as Lot 3, Block 1102 in East Greenwich Township (hereinafter "East Greenwich") by and through an instrument titled Drainage Easement dated November 16, 2006 to the County of Gloucester (hereinafter the "County"), which was recorded November 29, 2006 in the County Clerk's Office in Deed Book 4311 at Page 318 (hereinafter the "Easement I"); and

**WHEREAS**, in connection with a certain application for subdivision approval previously made to the EGPB, and the GCPB, BEZR transferred and conveyed an easement for drainage in, over and across its property known as Lot 2, Block 1102 in East Greenwich by and through an instrument titled Drainage Easement dated November 16, 2006 to the County, which was recorded November 29, 2006 in the County Clerk's Office in Deed Book 4311 at Page 320 (hereinafter the "Easement II"); and

**WHEREAS**, in connection with a certain application for subdivision approval previously made to the EGPB, and the GCPB, BEZR transferred and conveyed an easement for drainage in, over and across its property known as Lot 2, Block 1102 in East Greenwich by and through an instrument titled Drainage Easement dated November 16, 2006 to the County, which was recorded November 29, 2006 in the County Clerk's Office in Deed Book 4311 at Page 322 (hereinafter the "Easement III"); and

**WHEREAS**, in connection with a certain application for subdivision approval previously made to the EGPB, and the GCPB, BEZR transferred and conveyed an easement for drainage in, over and across its property known as Lot 2, Block 1102 in East Greenwich by and through an instrument titled Drainage Easement dated November 16, 2006 to the County, which was recorded November 29, 2006 in the County Clerk's Office in Deed Book 4311 at Page 324 (hereinafter the "Easement IV"); and

**WHEREAS**, in connection with a certain application for subdivision approval previously made to the EGPB, and the GCPB, BEZR transferred and conveyed an easement for a sight triangle in, over and across its property known as Lot 3, Block 1102 in East Greenwich by and through an instrument titled Sight Triangle Easement dated November 16, 2006 to the County, which was recorded November 29, 2006 in the County Clerk's Office in Deed Book 4311 at Page 326 (hereinafter the "Easement V"); and

**WHEREAS**, in connection with a certain application for subdivision approval previously made to the EGPB, and the GCPB, BEZR transferred and conveyed an easement for a sight triangle in, over and across its property known as Lots 2.01 and 3, Block 1102 in East Greenwich by and through an instrument titled Sight Triangle Easement dated November 16, 2006 to the County, which was recorded November 29, 2006 in the County Clerk's Office in Deed Book 4311 at Page 328 (hereinafter the "Easement VI"); and

**WHEREAS**, in connection with a certain application for subdivision approval previously made to the EGPB, and the GCPB, BEZR transferred and conveyed an easement for a sight triangle in, over and across its property known as Lot 3, Block 1102 in East Greenwich by and through an instrument titled Sight Triangle Easement dated November 16, 2006 to the County, which was recorded November 29, 2006 in the County Clerk's Office in Deed Book 4311 at Page 330 (hereinafter the "Easement VII"); and

**WHEREAS**, in connection with a certain application for subdivision approval previously made to the EGPB, and the GCPB, BEZR transferred and conveyed an easement for a sight triangle in, over and across its property known as Lot 3, Block 1102 in East Greenwich by and through an instrument titled Sight Triangle Easement dated November 16, 2006 to the County, which was recorded November 29, 2006 in the County Clerk's Office in Deed Book 4311 at Page 332 (hereinafter the "Easement VIII"); and

**WHEREAS**, BEZR reserved for itself the right to utilize the property burdened by Easement I, Easement V, Easement VII, and Easement VIII, which is known as Lot 3, Block 1102 on the Official Tax Map of East Greenwich; and the property burdened by Easement II, Easement III, and Easement IV, which is known as Lot 2, Block 1102 on the Official Tax Map of East Greenwich; and Easement VI, which is known as Lots 2.01 and 3, Block 1102 on the Official Tax Map of East Greenwich (hereinafter collectively the "Easement Properties"); and

**WHEREAS**, BEZR continues to own, and is currently the record owner of, the Easement Properties; and

**WHEREAS**, Easement I, Easement II, Easement III, Easement IV, Easement V, Easement VI, Easement VII, and Easement VIII are no longer needed by the County, as BEZR has made application to the County to place the Easement Properties into the County's Farmland Preservation Program; and

**WHEREAS**, the Easement Properties are not now contemplated to be utilized for development in connection with the certain applications for subdivision approval previously made by BEZR to the EGPB and GCPB, as Development Easements forever preserving as farmland the Easement Properties are now contemplated to be transferred and conveyed by BEZR to the County; so that the said properties will be forever preserved through the County's Farmland Preservation Program; and

**WHEREAS**, since the Easement Properties will be permanently preserved farmland, the County no longer requires Easement I, Easement II, Easement III, Easement IV, Easement V, Easement VI, Easement VII, and Easement VIII; and thereby, it is not necessary that any of the said drainage and sight triangle easements remain of record; and

**WHEREAS**, since Easement I, Easement II, Easement III, Easement IV, Easement V, Easement VI, Easement VII, and Easement VIII are not needed, the County, and BEZR, agree that each of the said easements may be terminated; and

**WHEREAS**, the termination of Easement I, Easement II, Easement III, Easement IV, Easement V, Easement VI, Easement VII, and Easement VIII will be conditioned upon the Easement Properties being placed into the County's Farmland Preservation Program; so that a termination agreement regarding said easements would only be recorded immediately prior to the County recording a Development Easement Deed, wherein development easements in, over and across the Easement Properties are conveyed to the County.

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

1. The County hereby agrees to terminate, and hereby authorizes termination of, Easement I, Easement II, Easement III, Easement IV, Easement V, Easement VI, Easement VII, and Easement VIII; and to thereby forever release, remise and discharge the Easement Properties from the encumbrance of said easements.
2. The termination and release of Easement I, Easement II, Easement III, Easement IV, Easement V, Easement VI, Easement VII, and Easement VIII by the County shall be conditioned upon the Easement Properties being placed into the County's Farmland Preservation Program, and being permanently preserved as farmland by and through the recording of a Development Easement Deed in favor of the County; with any termination agreement only being recorded immediately prior to the recording of such a Development Easement Deed.
3. The Freeholder Director, and the Clerk of the Board, be, and the same hereby are, authorized to execute the Termination of Drainage and Sight Triangle Easement Agreements attached hereto, along with any other documents necessary to effectuate the purposes of this Resolution.

**ADOPTED** at the regular meeting of the Gloucester County Board of Chosen Freeholders held on Wednesday, September 5, 2012, at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT N. DILELLA, CLERK**

**TERMINATION OF DRAINAGE AND SIGHT TRIANGLE EASEMENTS AGREEMENT**

**THIS TERMINATION OF DRAINAGE AND SIGHT TRIANGLE EASEMENTS AGREEMENT** is made as of this \_\_\_\_\_ day of \_\_\_\_\_, 2012 by **BEZR Homes, LLC**, a New Jersey Limited Liability Company, whose address is 33 East Rattling Run Road, Mickleton, NJ 08056 (hereinafter "BEZR"), and **the County of Gloucester**, a body politic and corporate organized under the laws of the State of New Jersey, whose address is 2 South Broad Street, Woodbury, New Jersey 08096 (hereinafter "The County").

**WITNESSETH:**

**WHEREAS**, in connection with a certain application for subdivision approval previously made to the East Greenwich Township Planning Board (hereinafter the "EGPB"), and the Gloucester County Planning Board (hereinafter the "GCPB"), BEZR Homes, LLC (hereinafter "BEZR") transferred and conveyed an easement for drainage in, over and across its property known as Lot 3, Block 1102 in East Greenwich Township (hereinafter "East Greenwich") by and through an instrument titled Drainage Easement dated November 16, 2006 to the County of Gloucester (hereinafter the "County"), which was recorded November 29, 2006 in the County Clerk's Office in Deed Book 4311 at Page 318 (hereinafter the "Easement I"); and

**WHEREAS**, in connection with a certain application for subdivision approval previously made to the EGPB, and the GCPB, BEZR transferred and conveyed an easement for drainage in, over and across its property known as Lot 2, Block 1102 in East Greenwich by and through an instrument titled Drainage Easement dated November 16, 2006 to the County, which was recorded November 29, 2006 in the County Clerk's Office in Deed Book 4311 at Page 320 (hereinafter the "Easement II"); and

**WHEREAS**, in connection with a certain application for subdivision approval previously made to the EGPB, and the GCPB, BEZR transferred and conveyed an easement for drainage in, over and across its property known as Lot 2, Block 1102 in East Greenwich by and through an instrument titled Drainage Easement dated November 16, 2006 to the County, which was recorded November 29, 2006 in the County Clerk's Office in Deed Book 4311 at Page 322 (hereinafter the "Easement III"); and

**WHEREAS**, in connection with a certain application for subdivision approval previously made to the EGPB, and the GCPB, BEZR transferred and conveyed an easement for drainage in, over and across its property known as Lot 2, Block 1102 in East Greenwich by and through an instrument titled Drainage Easement dated November 16, 2006 to the County, which was recorded November 29, 2006 in the County Clerk's Office in Deed Book 4311 at Page 324 (hereinafter the "Easement IV"); and

**WHEREAS**, in connection with a certain application for subdivision approval previously made to the EGPB, and the GCPB, BEZR transferred and conveyed an easement for a sight triangle in, over and across its property known as Lot 3, Block 1102 in East Greenwich by and through an instrument titled Sight Triangle Easement dated November 16, 2006 to the County, which was recorded November 29, 2006 in the County Clerk's Office in Deed Book 4311 at Page 326 (hereinafter the "Easement V"); and

**WHEREAS**, in connection with a certain application for subdivision approval previously made to the EGPB, and the GCPB, BEZR transferred and conveyed an easement for a sight triangle in, over and across its property known as Lots 2.01 and 3, Block 1102 in East Greenwich by and through an instrument titled Sight Triangle Easement dated November 16, 2006 to the County, which was recorded November 29, 2006 in the County Clerk's Office in Deed Book 4311 at Page 328 (hereinafter the "Easement VI"); and

**WHEREAS**, in connection with a certain application for subdivision approval previously made to the EGPB, and the GCPB, BEZR transferred and conveyed an easement for a sight triangle in, over and across its property known as Lot 3, Block 1102 in East Greenwich by and through an instrument titled Sight Triangle Easement dated November 16, 2006 to the County, which was recorded November 29, 2006 in the County Clerk's Office in Deed Book 4311 at Page 330 (hereinafter the "Easement VII"); and

**WHEREAS**, in connection with a certain application for subdivision approval previously made to the EGPB, and the GCPB, BEZR transferred and conveyed an easement for a sight triangle in, over and across its property known as Lot 3, Block 1102 in East Greenwich by and through an instrument titled Sight Triangle Easement dated November 16, 2006 to the County, which was recorded November 29, 2006 in the County Clerk's Office in Deed Book 4311 at Page 332 (hereinafter the "Easement VIII"); and

**WHEREAS**, BEZR reserved for itself the right to utilize the property burdened by Easement I, Easement V, Easement VII, and Easement VIII, which is known as Lot 3, Block 1102 on the Official Tax Map of East Greenwich; and the property burdened by Easement II, Easement III, and Easement IV, which is known as Lot 2, Block 1102 on the Official Tax Map of East Greenwich; and, the property burdened by Easement VI, which is known as Lots 2.01 and 3, Block 1102 on the Official Tax Map of East Greenwich (hereinafter collectively the "Easement Properties"); and

**WHEREAS**, BEZR continues to own, and is currently the record owner of, the Easement Properties; and

**WHEREAS**, Easement I, Easement II, Easement III, Easement IV, Easement V, Easement VI, Easement VII, and Easement VIII are no longer needed by the County, as BEZR has made application to the County to place the Easement Properties into the County's Farmland Preservation Program; and

**WHEREAS**, the Easement Properties are not now contemplated to be utilized for development in connection with the certain applications for subdivision approval previously made by BEZR to the EGPB, and GCPB, as Development Easements forever preserving as farmland the Easement Properties are now contemplated to be transferred and conveyed by BEZR to the County; so that the said properties will be forever preserved through the County's Farmland Preservation Program; and

**WHEREAS**, since the Easement Properties will be permanently preserved farmland, the County no longer requires Easement I, Easement II, Easement III, Easement IV, Easement V, Easement VI, Easement VII, and Easement VIII; and thereby, it is not necessary that any of the said drainage and sight triangle easements remain of record; and

**WHEREAS**, since Easement I, Easement II, Easement III, Easement IV, Easement V, Easement VI, Easement VII, and Easement VIII are not needed, the County, and BEZR, agree that each of the said easements may be terminated; and

**WHEREAS**, the termination of Easement I, Easement II, Easement III, Easement IV, Easement V, Easement VI, Easement VII, and Easement VIII will be conditioned upon the Easement Properties being placed into the County's Farmland Preservation Program; so that a termination agreement regarding said easements would only be recorded immediately prior to the County recording a Development Easement Deed, wherein development easements in, over and across the Easement Properties are conveyed to the County.

**NOW, THEREFORE**, the County, for and in consideration of the sum of One Dollar (\$1.00), and other good and valuable consideration, the receipt of which is hereby acknowledged by the parties, hereby agrees that Easement I, Easement II, Easement III, Easement IV, Easement V, Easement VI, Easement VII, and Easement VIII in, over and across the Easement Properties be, and the same hereby are, terminated, extinguished and released; and the County further agrees that the Easement Properties be and are forever released and discharged of and from the encumbrance of such easements.

**THIS AGREEMENT** shall be binding upon and in favor of the successors and assigns of the respective parties hereto.

**IN WITNESS THEREOF**, the parties hereto have caused this Termination of Drainage and Sight Triangle Easements Agreement to be executed as of the day and year first above written.

**COUNTY OF GLOUCESTER**

By: \_\_\_\_\_  
ROBERT M. DAMMINGER, Director  
Gloucester County Board of Chosen Freeholders

**STATE OF NEW JERSEY  
COUNTY OF GLOUCESTER SS.:**

I CERTIFY that on \_\_\_\_\_, 2012, the subscriber ROBERT M. DAMMINGER, personally came before me and acknowledged under oath, to my satisfaction that this person:

- (a) is named in and personally signed this Termination of Drainage Easements Agreement;
- (b) signed, sealed and delivered this Termination of Drainage and Sight Triangle Easements Agreement as the County's act and deed, per a Resolution duly adopted by the Gloucester County Board of Chosen Freeholders; and
- (c) is the Director of the Gloucester County Board of Chosen Freeholders.

Signed and sworn to before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2012.

\_\_\_\_\_  
(Notary Public)

I, **Ronald Zeck, Jr., President of BEZR Homes, LLC, a New Jersey Limited Liability Company**, the record owner of the Easement Properties, and the Grantor of the Easement I, Easement II, Easement III, Easement IV, Easement V, Easement VI, Easement VII, and Easement VIII, hereby agrees and consents to this Termination Of Drainage and Sight Triangle Easements Agreement; and further agrees that BEZR Homes, LLC, as well as its successors and assigns, are bound by the terms of same.

**Witness:**

**BEZR Homes LLC**

\_\_\_\_\_

By: \_\_\_\_\_  
**Ronald Zeck, Jr., President**

**STATE OF NEW JERSEY                    ss:**  
**COUNTY OF GLOUCESTER**

I certify on the \_\_\_\_\_ day of \_\_\_\_\_, 2012, **Ronald Zeck, Jr., President of BEZR Homes LLC, a New Jersey Limited Liability Company**, personally appeared before me, and stated to my satisfaction that this person was a person authorized to, and did execute this Termination Of Drainage and Sight Triangle Easements Agreement as the free and voluntary act of the said limited liability company for the purposes set forth herein.

\_\_\_\_\_  
NOTARY

**RESOLUTION AUTHORIZING THE ACQUISITION, AND THE SIGNING OF AN AGREEMENT OF SALE AND ALL OTHER NECESSARY DOCUMENTS FOR THE PURCHASE, OF BLOCK 2105, LOTS 24 AND 24.01 IN THE BOROUGH OF CLAYTON, AND BLOCK 12801, LOT 9, IN THE TOWNSHIP OF MONROE, OWNED BY THE ESTATE OF MARY TAYLOR, AS OPEN SPACE, FOR \$580,000.00 UTILIZING OPEN SPACE PRESERVATION TRUST FUNDS**

**WHEREAS**, the County of Gloucester (hereinafter the "County"), a body politic and corporate of the State of New Jersey, has determined that it would be in the best interests of the County to purchase the property known as Block 2105, Lots 24 and 24.01 in the Borough of Clayton, and Block 12801, Lot 9, in the Township of Monroe (hereinafter collectively the "Property") using Open Space Preservation Funds; and

**WHEREAS**, the Estate of Mary Taylor (hereinafter "Taylor"), who holds title to the Property, which is approximately 37.6 acres, and located in both the Borough of Clayton and the Township of Monroe, previously made application to the County seeking to have the County purchase same, and preserve it permanently as open space; and

**WHEREAS**, Taylor has indicated a willingness to execute a conditional Agreement of Sale to convey the Property to the County, so that it may be preserved as such; and

**WHEREAS**, the County would be providing all the funds needed for the purchase of the Property in the amount of \$580,000.00; and

**WHEREAS**, a Certificate of Availability of Funds (hereinafter "CAF") has been issued by the County's Purchasing Agent certifying that sufficient funds to purchase the Property have been appropriated, as follows:

CAF # 12-07662 in the amount of \$580,000.00, which amount shall be charged against Budget line item T-03-08-509-372-20548.

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

1. That the conditional Agreement of Sale attached hereto, between the County and Christine Turner, Executrix of the Estate of Mary Taylor, deceased, in regard to the County's purchase of the Property for the sum of \$580,000.00 is hereby approved; and the execution of same by the Freeholder Director, or his designee, and the Clerk of the Board, be, and the same hereby is, authorized and directed.
2. That the Freeholder Director or his designee, the Clerk of the Board, County Counsel and Assistant County Counsel, be, and the same hereby are, authorized to execute any and all other documents necessary for the County to complete the purchase of the Property, including any documents required to close title.
3. That County Counsel, and any Assistant County Counsel, be, and the same hereby are, authorized to sign all documents necessary to complete closing of this transaction.

**ADOPTED** at a regular meeting of the Gloucester County Board of Chosen Freeholders held on September 5, 2012 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT N. DILELLA, CLERK**

G4

Prepared By: AUGUST E. KNESTAUT  
Assistant County Counsel,  
County of Gloucester

**AGREEMENT OF SALE FOR REAL ESTATE**

**CHRISTINE TURNER, EXECUTRIX OF THE  
ESTATE OF MARY TAYLOR, DECEASED**

**(SELLER)**

**TO**

**COUNTY OF GLOUCESTER**

**(BUYER)**

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

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

**SELLER: Christine Turner, Executrix of the Estate of Mary Taylor, deceased,**  
148 Waddell Avenue  
Franklinville, NJ 08322,

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

**BUYER: County of Gloucester, a body politic and corporate of the State of New Jersey,**  
2 South Broad Street  
Woodbury, NJ 08096,

(hereinafter referred to as "Buyer").

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

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

**Tax Map Reference:** Block 2105, Lots 24 and 24.01, Borough of Clayton

**Street Address:** Clayton-Williamstown Road

**Municipality:** Borough of Clayton

**County:** Gloucester

**State:** New Jersey, **and,**

**Tax Map Reference:** Block 12801, Lot 9, Township of Monroe

**Street Address:** Clayton-Williamstown Road

**Municipality:** Township of Monroe

**County:** Gloucester

**State:** New Jersey,

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

**3. Payment.** The Buyer agrees to pay Seller the purchase price of Five Hundred Eighty Thousand Dollars and Zero Cents (\$580,000.00) for the Property, as follows:

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

(a) Buyer, **County of Gloucester,** will pay Five Hundred Eighty Thousand Dollars and Zero Cents (\$580,000.00).

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

5. **Physical Condition of Property.**

- A. **Risk of Damage.** The property is being sold in "as is" condition. The 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 ninety (90) days of the full execution of this Agreement. If such audit and report reveal environmental conditions that would cost more than \$10,000.00 to further investigate and/or remediate, and Seller is unwilling to pay such costs, Buyer may elect to terminate this Agreement, or proceed with a Phase II investigation with the understanding that Buyer may then terminate this Agreement within ninety (90) 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 \$10,000.00 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 ("Buyer's Representatives") to inspect the Property at any reasonable time before closing. Buyer shall indemnify, defend and hold Seller harmless for any liability, claims or damages of any kind suffered as a result of inspections by Buyer or Buyer's Representatives on the Property.

6. **Quality of Title.**

- A. **Type of Deed.** Seller agrees to transfer title to the Property by a Bargain and Sale Deed. It is understood by the Seller that the lands being conveyed herein are being purchased with Green Acres restrictions, and the Buyer herein agrees to accept these lands with the Green Acres restrictions against disposal, or diversion to a use for other than recreation and conservation purposes. Seller shall also provide a customary Affidavit of Title.
- B. **Quality and Insurability of Title.**
  - (1) The title to be transferred shall be marketable title, and insurable at regular rates by a reputable title insurance company authorized and licensed to do business in the State of New Jersey. Title shall be subject to all existing utility easements and restrictions of record, if any. A violation of any restriction shall not be a reason for the Buyer refusing to complete settlement, as long as the title company insures the Buyer against actual loss at regular rates.
  - (2) Seller states to the best of Seller's knowledge, and without investigation, that there are no restrictions in any conveyance or plans or instruments of record which will prohibit the use of the Property for recreation and conservation purposes. Buyer shall be responsible to investigate and satisfy itself that there are no restrictions that would conflict with its intentions to use the Property for recreation and conservation purposes.

Buyer shall within ninety (90) days of the full execution of this Agreement, investigate if any restrictions so exist that would restrict Buyer from using the Property for recreation and conservation purposes; and if any such restrictions exist, to cancel this Agreement.

(3) Seller states to the best of Seller's knowledge that any buildings or other improvements on the Property are within its boundary lines. Seller also states to the best of its knowledge that no improvements on adjoining properties extend across the boundary lines of the Property. This shall not apply to any fences or hedgerow which may coincide with the boundary lines.

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

7. **Other Contingencies.** The Seller's obligation to perform its obligations, including but not limited to closing of title in accordance with this Agreement, is contingent upon the purchase price being sufficient to pay all of the Seller's obligations related to the Property, including but not limited to broker's commissions, Seller's portion of pro-rated taxes and assessments, and satisfaction of any outstanding claims or liens upon the Property.
8. **Closing.** The closing under this Agreement shall be held at a reputable title company of the Buyer's choosing within one hundred and fifty (150) days after Buyer's receipt of the Phase I environmental audit, unless a Phase II environmental audit is required, and ordered by the Buyer, as set forth herein. If a Phase II environmental audit is received, then closing shall be held within one hundred fifty (150) days of the Buyer's receipt of same. The parties agree to use best efforts to ensure that these dates will be met, or agree to a reasonable extension. Time is of the essence.
9. **Possession.** At closing, Buyer will be given possession of the Property. The Property shall be sold free of any leases, licenses, tenancies or other contracts or agreements providing rights of possession; and possession of the Property shall be delivered at closing free and clear of all tenancies and other occupancies.
10. **Broker's Commission.** Buyer represents that it did not engage any real estate broker or brokerage organization to represent its interests with respect to the within contemplated sale. Seller represents that it did not engage or authorize any real estate broker to display, show or offer the premises to the Buyer. The parties agree to save, hold harmless, indemnify and defend each other from and against any claims made by any real estate broker for commissions or for damages resulting from a failure to pay real estate commission, where such claim is based in whole or in part on facts which are contrary to the representation herein made by the party against whom such indemnification is sought. The provisions of this Section 10 shall survive closing, and delivery of the Deed.

**11. Default.**

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

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

(3)

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

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

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

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

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

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

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

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

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

**A. Notices.** All notices or cancellations given under this Agreement shall be in writing. They may be given by:

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

- B. Assignment.** The Buyer may not transfer the Buyer's rights under this Agreement to another without the written consent of the Seller. The Seller shall not unreasonably withhold this consent, provided assignee is financially responsible.
- C. Recording of Agreement.** This Agreement shall not be recorded.
- D. Complete Agreement.** This Agreement is the entire agreement between the parties. This Agreement replaces and cancels any previous agreements or negotiations between the parties. This Agreement can only be changed by an agreement in writing signed by all parties. Seller has not made any other agreement to sell the Property to anyone else.
- E. Headings.** The headings of the sections herein are for convenience only, and shall not affect the meaning or interpretation of the contents of this Agreement.
- F. Parties Liable.** This Agreement shall be binding upon all parties who sign it, and all who succeed to their rights and responsibilities.
- G. Merger.** At closing, all of the promises and obligations contained in this Agreement shall be merged into and replaced by the settlement papers and the transfer of title. The only exception to this shall be material violations, material misrepresentations, material concealments, material undisclosed violations of this Agreement, or except as provided in this Agreement.
- H. Governing Law.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of New Jersey.
- I. Counterparts.** This Agreement may be signed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Agreement.

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

Witnessed or Attested By:

**(SELLER)**

**Christine Turner, Executrix  
of the Estate of Mary Taylor, deceased**

BY: \_\_\_\_\_  
**Christine Turner, Executrix**

**(BUYER)**

Witnessed or Attested By:

**COUNTY OF GLOUCESTER**

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

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

GA

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

Certificate of Availability of Funds

TREASURER'S NO. 12-07662

DATE August 21, 2012

T-03-08-509-372-20548

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

AMOUNT OF CERTIFICATION \$580,000.00 COUNTY COUNSEL August Knestaut

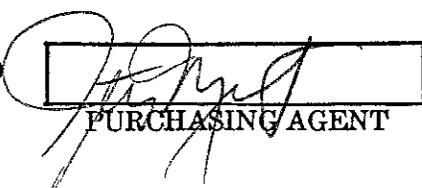
DESCRIPTION: Resolution authorizing the signing of an Agreement of Sale, and all other documents for the purchase of Block 2105, Lots 24 and 24.01 in the Borough of Clayton, and Block 12801, Lot 9 in the Township of Monroe ( Estate of Mary Taylor) for \$580,000.00 as open space utilizing Open Space Preservation Trust funds).

VENDOR: West Jersey Title Agency

ADDRESS: 151 South Main Street

Woodstown, NJ 08098

  
DEPARTMENT HEAD APPROVAL

APPROVED   
PURCHASING AGENT

RETURNED TO DEPARTMENT  
 NOT APPROVED

DATE PROCESSED 8-24-12

9/5/12  
Meeting

**RESOLUTION AUTHORIZING THE ACQUISITION, AND THE SIGNING OF AN AGREEMENT OF SALE AND ALL OTHER NECESSARY DOCUMENTS FOR THE PURCHASE, OF BLOCK 2105, LOT 24.02 IN THE BOROUGH OF CLAYTON OWNED BY LEROY C. WILLIAMS, JR., AS OPEN SPACE, FOR \$140,000.00 UTILIZING OPEN SPACE PRESERVATION TRUST FUNDS**

**WHEREAS**, the County of Gloucester (hereinafter the "County"), a body politic and corporate of the State of New Jersey, has determined that it would be in the best interests of the County to purchase the property known as Block 2105, Lot 24.02 in the Borough of Clayton (hereinafter the "Property") using Open Space Preservation Funds; and

**WHEREAS**, Leroy C. Williams, Jr., (hereinafter "Williams"), who holds title to the Property, which is approximately 1.03 acres, and located in the Borough of Clayton, previously made application to the County seeking to have the County purchase same, and preserve it permanently as open space; and

**WHEREAS**, Williams has indicated a willingness to execute a conditional Agreement of Sale to convey the Property to the County, so that it may be preserved as such; and

**WHEREAS**, the County would be providing all the funds needed for the purchase of the Property in the amount of \$140,000.00; and

**WHEREAS**, a Certificate of Availability of Funds (hereinafter "CAF") has been issued by the County's Purchasing Agent certifying that sufficient funds to purchase the Property have been appropriated, as follows:

CAF # 12-07663 in the amount of \$140,000.00, which amount shall be charged against Budget line item T-03-08-509-372-20548.

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

1. That the conditional Agreement of Sale attached hereto between the County and Williams in regard to the County's purchase of the Property for the sum of \$140,000.00 is hereby approved; and the execution of same by the Freeholder Director, or his designee, and the Clerk of the Board, be, and the same hereby is, authorized and directed.
2. That the Freeholder Director or his designee, the Clerk of the Board, County Counsel and Assistant County Counsel, be, and the same hereby are, authorized to execute any and all other documents necessary for the County to complete the purchase of the Property, including any documents required to close title.
3. That County Counsel, and any Assistant County Counsel, be, and the same hereby are, authorized to sign all documents necessary to complete closing of this transaction.

**ADOPTED** at a regular meeting of the Gloucester County Board of Chosen Freeholders held on September 5, 2012 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT N. DILELLA, CLERK**

65

Prepared By: AUGUST E. KNESTAUT  
Assistant County Counsel,  
County of Gloucester

**AGREEMENT OF SALE FOR REAL ESTATE**

**LEROY C. WILLIAMS, JR.**

**(SELLER)**

**TO**

**COUNTY OF GLOUCESTER**

**(BUYER)**

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

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

**SELLER: Leroy C. Williams, Jr.**  
641 Clayton Rd.  
Franklinville, NJ 08322,

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

**BUYER: County of Gloucester, a body politic and corporate of the State of New Jersey,**  
2 South Broad Street  
Woodbury, NJ 08096,

(hereinafter referred to as "Buyer").

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

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

**Tax Map Reference:** Block 2105, Lot 24.02, Borough of Clayton  
**Street Address:** Clayton-Williamstown Road  
**Municipality:** Borough of Clayton  
**County:** Gloucester  
**State:** New Jersey,

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

**3. Payment.** The Buyer agrees to pay Seller the purchase price of One Hundred Forty Thousand Dollars and Zero Cents (\$140,000.00) for the Property, as follows:

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

(a) Buyer, **County of Gloucester**, will pay One Hundred Forty Thousand Dollars and Zero Cents (\$140,000.00).

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

5. **Physical Condition of Property.**

A. **Risk of Damage.** The property is being sold in "as is" condition. The 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 ninety (90) days of the full execution of this Agreement. If such audit and report reveal environmental conditions that would cost more than \$10,000.00 to further investigate and/or remediate, and Seller is unwilling to pay such costs, Buyer may elect to terminate this Agreement, or proceed with a Phase II investigation with the understanding that Buyer may then terminate this Agreement within ninety (90) 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 \$10,000.00 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 ("Buyer's Representatives") to inspect the Property at any reasonable time before closing. Buyer shall indemnify, defend and hold Seller harmless for any liability, claims or damages of any kind suffered as a result of inspections by Buyer or Buyer's Representatives on the Property.

6. **Quality of Title.**

A. **Type of Deed.** Seller agrees to transfer title to the Property by a Bargain and Sale Deed. It is understood by the Seller that the lands being conveyed herein are being purchased with Green Acres restrictions, and the Buyer herein agrees to accept these lands with the Green Acres restrictions against disposal, or diversion to a use for other than recreation and conservation purposes. Seller shall also provide a customary Affidavit of Title.

B. **Quality and Insurability of Title.**

(1) The title to be transferred shall be marketable title, and insurable at regular rates by a reputable title insurance company authorized and licensed to do business in the State of New Jersey. Title shall be subject to all existing utility easements and restrictions of record, if any. A violation of any restriction shall not be a reason for the Buyer refusing to complete settlement, as long as the title company insures the Buyer against actual loss at regular rates.

(2) Seller states to the best of Seller's knowledge, and without investigation, that there are no restrictions in any conveyance or plans or instruments of record which will prohibit the use of the Property for recreation and conservation purposes. Buyer shall be responsible to investigate and satisfy itself that there are no restrictions that would conflict with its intentions to use the Property for recreation and conservation purposes.

Buyer shall within ninety (90) days of the full execution of this Agreement, investigate if any restrictions so exist that would restrict Buyer from using the Property for recreation and conservation purposes; and if any such restrictions exist, to cancel this Agreement.

(3) Seller states to the best of Seller's knowledge that any buildings or other improvements on the Property are within its boundary lines. Seller also states to the best of its knowledge that no improvements on adjoining properties extend across the boundary lines of the Property. This shall not apply to any fences or hedgerow which may coincide with the boundary lines.

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

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

**8. Closing.** The closing under this Agreement shall be held at a reputable title company of the Buyer's choosing within one hundred and fifty (150) days after Buyer's receipt of the Phase I environmental audit, unless a Phase II environmental audit is required, and ordered by the Buyer, as set forth herein. If a Phase II environmental audit is received, then closing shall be held within one hundred fifty (150) days of the Buyer's receipt of same. The parties agree to use best efforts to ensure that these dates will be met, or agree to a reasonable extension. Time is of the essence.

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

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

**11. Default.**

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

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

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

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

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

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

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

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

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

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

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

**A. Notices.** All notices or cancellations given under this Agreement shall be in writing. They may be given by:

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

- B. Assignment.** The Buyer may not transfer the Buyer's rights under this Agreement to another without the written consent of the Seller. The Seller shall not unreasonably withhold this consent, provided assignee is financially responsible.
- C. Recording of Agreement.** This Agreement shall not be recorded.
- D. Complete Agreement.** This Agreement is the entire agreement between the parties. This Agreement replaces and cancels any previous agreements or negotiations between the parties. This Agreement can only be changed by an agreement in writing signed by all parties. Seller has not made any other agreement to sell the Property to anyone else.
- E. Headings.** The headings of the sections herein are for convenience only, and shall not affect the meaning or interpretation of the contents of this Agreement.
- F. Parties Liable.** This Agreement shall be binding upon all parties who sign it, and all who succeed to their rights and responsibilities.
- G. Merger.** At closing, all of the promises and obligations contained in this Agreement shall be merged into and replaced by the settlement papers and the transfer of title. The only exception to this shall be material violations, material misrepresentations, material concealments, material undisclosed violations of this Agreement, or except as provided in the Agreement.
- H. Governing Law.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of New Jersey.
- I. Counterparts.** This Agreement may be signed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Agreement.

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

Witnessed or Attested By:

**(SELLER)**

\_\_\_\_\_

BY: \_\_\_\_\_  
**Leroy C. Williams, Jr.**

**(BUYER)**

Witnessed or Attested By:

**COUNTY OF GLOUCESTER**

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

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

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

Certificate of Availability of Funds

TREASURER'S NO. 12-07663

DATE August 23, 2012

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

AMOUNT OF CERTIFICATION \$140,000.00 COUNTY COUNSEL August Knestaut

DESCRIPTION: Resolution authorizing the signing of an Agreement of Sale, and all other necessary documents for the purchase of Block 2105; Lot 24.02 in the Borough of Clayton ( Leroy C. Williams, Jr. ) for \$140,000.00 as open space utilizing Open Space Preservation Trust funds.

VENDOR: West Jersey Title Agency

ADDRESS: 15 South Main Street

Woodstown, NJ 08098

  
DEPARTMENT HEAD APPROVAL

APPROVED   
PURCHASING AGENT

RETURNED TO DEPARTMENT  
 NOT APPROVED

DATE PROCESSED 8-24-12

9/5/12  
Meeting