

**RESOLUTION ADOPTING THE RULES OF THE  
BOARD OF CHOSEN FREEHOLDERS OF THE COUNTY OF GLOUCESTER  
FOR THE YEAR 2013**

**BE IT RESOLVED** by the Board of Chosen Freeholders of the County of Gloucester that the Rules for the government of the Board of Chosen Freeholders of the County of Gloucester, a copy of which is annexed hereto and made a part hereof, consisting of Articles I through X, and consisting of 13 pages, be and hereby are adopted; and

**BE IT FURTHER RESOLVED** that inasmuch as copies of said rules have been distributed to all members of the Board of Chosen Freeholders in advance, and that same are lodged with the Clerk of the Board of Chosen Freeholders of the County of Gloucester and available for public inspection, that the reading of the rules in their entirety be dispensed with.

**ADOPTED** at the Annual Stated Meeting by the Board of Chosen Freeholders of the County of Gloucester held on January 4, 2013, at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

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

**ATTEST:**

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



**RULES OF THE BOARD**

**2013**

## ARTICLE I

All requests for Resolutions, with all supporting documentation, for both regular and special meetings shall be in the hands of the appropriate County Counsel prior to 12:00 noon on the Friday, two weeks preceding the next regularly scheduled meeting (when the next regularly scheduled meeting is held on the following Wednesday).

The County Counsel will be responsible for having the requested Resolution along with all supporting data in the Clerk's Office by 10:00 a.m. on the Friday of the week preceding the meeting. If the Friday preceding the meeting is a holiday, then all Proclamations and/or Resolutions shall be submitted to the Clerk of the Board's office by 10:00 a.m. on the Thursday preceding the meeting. The Department Head shall be responsible for obtaining a Certificate of Availability of Funds, where appropriate, which must be accompanied with the request for Resolution form.

All requests for Proclamations shall be prepared in accordance with the above stated schedule. All Proclamations shall be submitted under the Department of the Director, to be introduced by and in the name of the Director of the Board, and to include the name of the Freeholder sponsoring said Proclamation.

The Final Agenda shall be set by the Freeholder Director and will be prepared by the Clerk's Office and placed on each Freeholder's desk by Friday of the week preceding the regular meeting.

All Proclamations and Resolutions shall be approved as to form by County Counsel and so noted on the rear of the face sheet thereof prior to same being accepted by the Clerk of the Board.

Any item not received by the deadline may be placed on the Agenda with a majority vote of the Freeholders present. However, same still must be approved as to form by County Counsel prior to action by the Board.

Should a holiday occur, the schedule as outlined will be altered to allow for Freeholder receipt of the Agenda at least 24 hours prior to the meeting.

The Clerk shall call special meetings of the Board whenever the Director may direct or whenever four members of the Board shall file with the Clerk of the Board a written request therefor. The call for a special meeting shall be in writing and shall state the business to be transacted and the purpose thereof, and shall be given as provided by law.

## ARTICLE II

### Place of Meetings

All meetings shall be held in the County Buildings, in the City of Woodbury, as aforesaid, except when otherwise ordered by the Board or otherwise specified in the call for a special meeting.

## ARTICLE III

### Quorum

A majority of all members elected and qualified shall constitute a quorum to transact business and to decide every matter or questions, except as otherwise provided by law, but a less number may convene from time to time and take action to compel the attendance of absentees. All business transacted shall be in accordance with existing Statutes.

## ARTICLE IV

### Order of Business

The order of business shall be as follows:

1. Call to order
2. Flag salute
3. Open Public Meetings statement
4. Roll Call
5. Approval of Minutes of previous meeting
6. Changes to the agenda
7. Proclamations
8. Introduction and/or public hearings
9. Open meeting to the public
10. Department reports
11. Unfinished business
12. New business
13. Open meeting to the public
14. Adjournment

All Resolutions shall be read by title.

## ARTICLE V

### Rules of Order

1. Any member desiring to speak or present any petition, resolution, report or other matter to the Board shall address the Director, and if two or more members address the Director at the same time, the Director shall decide which one is entitled to the floor.

2. No member shall speak more than twice on any question at the same meeting of the Board without leave of a majority of the members present.

3. No motion shall be debated or discussed unless the same has been seconded, and when a motion shall have been made and seconded, it shall be stated by the Director before debate, and every motion or resolution shall be reduced to writing if any member shall desire it.

4. When a motion is under debate, no motion shall be received except:

- a. to adjourn,
- b. to lay on the table,
- c. for the previous questions,
- d. to postpone,
- e. to amend,

which questions shall have precedence in the order above named.

5. A motion to adjourn, lay on the table, to postpone, or for the previous question shall be decided without debate.

6. If any question in debate shall contain several distinct propositions, a division shall be made by the Director by the request of any Freeholder.

7. When a motion has once been put and decided, it shall be in order for a member who voted in the majority to move the reconsideration thereof, but no such motion shall be in order more than once, nor unless made on the same day in which the vote was taken, or on the day of the next subsequent meeting of the Board.

8. There shall be a roll call for attendance. All votes on ordinances shall be roll call votes. All other actions or resolutions shall be by roll call vote.

9. When a member shall be called to order by the Director or by a member, the member shall immediately resume his/her seat and the point of order shall be decided by the Director subject to an appeal to be determined by the members present.

The Director may call for the opinion of County Counsel upon any question of order.

10. No member shall speak to another or leave his/her seat while the minutes, reports, or any other papers are being read or any member is engaged in debate.

11. No member shall withdraw from the meeting room while the Board is in session without the permission of the Director or of the Board.

12. Unless as otherwise provided for by law, or by a rule of this Board, the Freeholder in charge of the Department or committee ordering any material or work done must examine the bills or vouchers therefor and approve or reject the same before the same shall be filed with the auditors and paid.

13. All reports from any Department or Standing or Special Committees shall be made in writing and filed with the Clerk of the Board prior to the meeting unless said reports are given orally.

14. All other questions of order and debate not herein enumerated shall be decided according to Robert's Rules of Order newly revised 10<sup>th</sup> edition as revised and amended from time to time.

15. Public participation at meetings of the Board of Chosen Freeholders shall be encouraged and shall be regulated as follows:

A. A member of the public wishing to address the Board may do so after being recognized by the Director of the Board;

B. The speaker must state his or her name and residence address for the record;

C. All persons recognized by the Director must engage in respectful and orderly discourse. In the event of disrespectful, vulgar or inflammatory discourse, repetitive the Director may exercise discretion and terminate the person's right to speak;

D. All statements to the Board of Chosen Freeholders or other members of the County administration must be addressed through the Director;

E. Members of the public addressing the Board shall be allotted up to five minutes to address members of the Board regardless of the number of issues to be addressed. Members of the public will be recognized only during the designated public participation segments of the meeting. Speakers shall not be entitled to "borrow" time from other speakers.

At the discretion of the Director and subject to the consent of a majority of the Board present at a given meeting, the time allocation may be relaxed and extended when in the best interest of the County and the business of the Board. Such relaxation or extension shall not constitute a binding precedent on the Board with regard to other speakers on the same or other issues.

16. No member of the Board of Chosen Freeholders shall engage in any text messaging, e-mailing, or use of a cell phone or other mode of electronic communication at any time during the course of a public meeting, with the exception of the use of County issued iPads, which shall not have wireless capabilities.

## ARTICLE VI

### Officers, Employees and Representatives

The Director and Deputy Director of this Board shall be elected at the annual meeting as aforesaid. In addition, the Board shall elect the following officers, employees and representatives:

#### Officers

County Administrator	3, 4 or 5 years
Clerk of the Board	3 years
County Treasurer	3 years
Chief Financial Officer	1 (if interim) or 3 years
County Counsel	3 years
County Engineer	5 years
County Road Supervisor	5 years
Assistant Road Supervisor	3 years
County Fire Marshal	3 years
County Purchasing Agent	3 or 5 years (if QPA)
Buildings & Grounds Supt.	5 years
Medical Examiner	5 years
Emergency Mgt. Coord.	3 years

#### Employees

#### Representative

Delegate to State Assoc.	1 year
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The Board may elect such other officers, employees or representatives as it deems necessary, which officers, employees or representatives shall be elected for the terms prescribed by law. In cases where no term is specified therein, then the officer, employee or representative shall serve at the pleasure of the Board for a term not to exceed December 31 of the year in which they are appointed.

All officers, employees and representatives to be elected by the Board shall be nominated from the floor and the nominees receiving the votes of a majority of the entire membership present of the Board shall be declared elected unless otherwise provided by law.

Any elected officer, employee or representative may be removed during his term of office for cause, subject to the Statutes in such case made and provided.

## ARTICLE VII

### Duties of Officers

#### 1. Director of the Board

The Director shall preside at all meetings of the Board, preserve order and decide questions or order subject to an appeal as herein provided. The Director shall vacate the chair only when moving a motion or resolution at which point he shall appoint some member of the Board as Director pro tem.

The Director shall appoint all standing and special committees with the consent of the Board, and shall be an ex-officio member of each such committee, as well as each and every department with the full right to vote.

The Director shall have no greater authority than other freeholders except as hereinabove provided.

#### 2. Deputy Director of the Board

The Deputy Director shall serve during the absence or temporary disability of the Director, and during the time of actual service the Deputy Director shall have all of the powers and duties given to the Director or imposed upon the Director.

#### 3. Clerk of the Board

It shall be the duty of the Clerk of the Board to attend all meetings of the Board, to keep full and accurate minutes of all proceedings and enter the same, with all orders and resolutions, in a book to be kept for that purpose. Said minutes to be taken from recorded meeting tapes, which shall be retained for a period of ninety (90) days or after the official minutes as kept by the Clerk are approved, whichever date is later. The Clerk of the Board shall make available to the public reproductions/copies of any tapes kept for a fee consistent with OPRA. The Clerk of the Board shall have custody of the Seal of the County and all books, papers, and documents belonging to or relating to the Board. The Clerk of the Board shall provide for all notices and advertisements as prescribed by law. The Clerk of the Board shall perform such other duties as the Board may order from time to time. For his/her service, the Clerk of the Board shall receive an annual salary to be fixed by the Board.

#### 4. County Administrator

The County Administrator shall be responsible to the Board of Chosen Freeholders for the efficient, orderly and economical administration of all administrative and executive affairs of the County. The County Administrator shall have the power to recommend, when and where appropriate, the appointment, promotion, removal, suspension, discipline, supervision and control of all department heads, consistent with Titles 4 and 11 of the Revised Statutes of New Jersey. The County Administrator will be authorized to sign-off on all personnel actions. The County Administrator will be the authorized Appointing Authority for the County of Gloucester.

The County Administrator shall assist in the preparation of the annual budget and capital program for each ensuing year and shall, upon the adoption thereof, guide and advise the execution of same in accordance with the appropriations, resolutions and ordinances adopted by the Board.

The County Administrator is authorized to approve any bill for payment prior to the date of audit for such purposes as would favor the County of Gloucester and/or provide for discounts, savings or enhance the orderly conduct of business. Such authorization shall be in writing. A record of any such authorizations for payment shall be included in the first audit subsequent to payment, for ratification by the Board of Freeholders.

The County Administrator shall review and offer recommendations regarding the supervision, direction and control of the internal organization and reorganization, where necessary, of each department or other administrative office and unit of the County except as herein otherwise provided.

The County Administrator shall attend all meetings of the Board with the right to take part in the discussions, but without the right to vote.

The County Administrator shall recommend for adoption by the Board such measure as he/she may deem necessary and proper for the efficient economical and lawful administration of the internal affairs of the County.

The County Administrator shall have the authority to examine or inquire into the affairs or operation of any division, department, office or employee of the County relating to the internal affairs of the County at any time, including any autonomous or semi-autonomous body or board whose operations are in part or in full financed by the County upon first notifying the freeholder in charge.

The County Administrator shall advise and recommend the establishment of personnel policies of the County.

The County Administrator shall have the authority with the concurrence of the Director of the Board of Freeholders to submit vouchers to the Department of Administration for audit and payment by the Board of Freeholders at times other than those described in Article X hereof.

The County Administrator shall perform such duties and have such other powers as permitted by statute or by the ordinance and resolutions of the County.

The County Administrator shall have all necessary and incidental powers to perform and exercise any of the duties and functions specified above and any others which are lawfully delegated to him/her by direction of the Board.

The County Administrator shall receive an annual salary as provided for in the annual salary resolution.

The County Administrator shall also have the power to sign any and all documents on behalf of the Clerk of the Board in the absence of the Clerk of the Board. In the absence of both the Clerk of the

Board and the County Administrator, the Deputy County Administrator shall have the power to sign any and all documents.

#### 5. County Treasurer

The County Treasurer shall attend such meetings of the Board as the Director of the Board so requests and shall report the condition of the finances of the County. He/she shall prepare, prior to each regular meeting, a monthly report showing the monies on hand in each of the accounts of the budget appropriations and present the same to the Board at the regular meeting. He/she shall receive all funds of the County of Gloucester and deposit said funds as prescribed by New Jersey Statutes 40A:5-15. He/she shall also prudently invest cash not immediately required in financial institutions qualified to receive such investments under the New Jersey GUDPA law. He/she shall certify all Purchase Orders issued by the County Purchasing Agent, only as to the availability of funds and shall encumber said amounts. He/she shall perform such other duties as prescribed by regulations of the Division of Local Government Services or by resolution of manner described by ordinance.

The Treasurer is authorized to pay insurance premiums prior to the date of audit if said payment is necessary to avoid loss of insurance coverage and/or the imposition of interest or other monetary charges. A record of all such insurance premium payments shall be included in the first audit subsequent to payment for ratification by the Board of Freeholders.

#### 6. Public Works Director

The Director of the Department of Public Works shall develop, coordinates and maintains daily responsibility and tasks of the divisions of County Engineer, the Road Supervisor, the Planning Director and the Superintendent of Fleet Management. The Director of Public Works shall be responsible for the preparation of the annual budget and shall work with and consult with each of the respective division heads on this component. The Director of the Department of Public Works shall be responsible for the effective management of all employees of each of the divisions within the Public Works Department. Such management shall include all recommendations for discipline which shall be made directly to the County Administrator. The Director of the Department of Public Works shall have oversight into the day to day operations of the Road Department, including project scheduling and any matters related thereto. The Director of the Department of Public Works shall receive and review operation reports of each of the divisions of the Department and shall be responsible for oversight to assure the effective coordination of all operations. The Director of the Department of Public Works shall participate in the review and approval of all road opening permits and subsequent approval of the release of all performance guarantees. The Director of the Department of Public Works shall receive an annual salary to be fixed by the board. He/she shall attend such meetings as the Director of the Board so requests.

#### 7. County Engineer

The County Engineer shall serve as the Deputy Director of the Department of Public Works. The County Engineer shall furnish all plans, specifications and estimates and perform the duties of an engineer in making all surveys necessary for road and bridge construction, maintenance and repairs. He/she shall supervise the construction and reconstruction of all County roads and bridges as required by law. The County Engineer shall participate in the review and approval of all road opening permits and subsequent approval of the release of all performance guarantees. The County Engineer shall attend such meetings of the Board as the Director of the Board so requests. He/she shall receive an annual salary to be fixed by the Board and such expenses may be reasonably incurred in the performance of his/her duties.

#### 8. County Road Supervisor

The County Road Supervisor shall have charge of the repair and maintenance of the County roads. He/she shall regularly inspect the roads, and report to the County Engineer any findings of roads, bridges or appurtenances that could require design improvements. The County Road Supervisor shall be responsible for daily and routine maintenance of all county roads, bridges and drainage ways. He/she shall approve all bills for expenses and repair of said road projects not under the jurisdiction of the County Engineer before the same shall be paid. He/she shall make out a statement of all expenditures and report to the Freeholder responsible for the Department of Public Works and the County Administrator on a monthly basis. He/she shall, as directed by the Freeholder responsible for the Department of Public Works, order and purchase all material for road purposes within the limitations provided by law and these rules and keep an accurate account thereof, and report the same to the Board monthly. He/she shall receive an annual salary to be fixed by the Board. He/she shall attend such meetings of the Board as the Director of the Board so requests. The Board of Freeholders shall establish policies, procedures and a permitting process for the opening or excavating of County Roads. It shall be the responsibility of the Road Supervisor to administer said policy. The Director of the Department of Public Works, the Road Supervisor, the County Engineer and the County Planning Director shall review and approve all requests for road opening permits and the release of all guarantees involved in the permitting process.

#### 9. Superintendent of Weights and Measures

The Superintendent of Weights and Measures shall perform his/her duties as prescribed by law, and shall at each meeting of the Board, make a written report of his/her operations for the past month. He/she shall receive an annual salary to be fixed by the Board of Chosen Freeholders. He/she shall attend such meetings of the Board as the Director of the Board so requests.

#### 10. County Counsel and Assistant County Counsel

The County Counsel, First Assistant County Counsel or any Assistant County Counsel shall attend all formal meetings of the Board and shall receive for such attendance and duties as to this

office an annual salary to be fixed by the Board. Absence shall be permissible upon approval of assigned Freeholder or Director of the Board. He/she shall conduct all of the legal business of the County except as hereinafter provided. Any attorney-at-law of this state may be employed by the Board to perform legal services on behalf of the County to serve at its pleasure and be paid such compensation as it may determine to be reasonable. Each such attorney shall be subject to the supervision of the Director.

The First Assistant County Counsel shall serve during the absence or the temporary disability of the County Counsel. The Assistant County Counsel shall perform such duties as may be delegated to them by the County Counsel or First Assistant County Counsel or by the Board, and in the absence of the County Counsel or First Assistant County Counsel shall perform their duties. All Counsel shall receive an annual salary to be fixed by the Board.

#### 11. Purchasing Agent

The Purchasing Agent shall purchase supplies, materials and equipment, and contract for services required by any department purchases made and contracts awarded for any supplies, materials or equipment or contractual services shall be pursuant to a written requisition from the department whose appropriation will be charged and the Certification of the Treasurer that a sufficient unencumbered balance of appropriation is available to pay therefor. He/she shall establish and enforce specifications with respect to such services, supplies, materials and equipment. He/she shall receive bids and recommend to the Freeholders the awarding of contracts other than those contracts where the Board of Freeholders, by resolution, have designated responsibility to another official. The County Purchasing Agent shall have the authority, with the advice of assigned Counsel, to reject any bids and rebid for goods and services. In case of the rejection of bids, the Purchasing Agent shall notify the Freeholder in charge of Administration, the Freeholder in charge of the department seeking the goods and/or services and the County Administrator. He/she shall have charge of any and all central storerooms which may be established pursuant to effectively carrying out his/her duties. He/she shall attend such meetings of the Board as the Director of the Board so requests.

#### 13. All other officers

All other officer, agents and employees of this Board as may be required to do the business of the County as may be appointed therefor shall do and perform such duties as are now or may hereafter be required by law, by the Board, or by the proper Director in charge thereof.

#### 14. Indemnification and liability

a. The Board of Chosen Freeholders of the County of Gloucester (hereinafter referred to as the Board) shall defend and indemnify any Freeholder member of said Board (hereinafter referred to as member), or officer described in Article VI (hereinafter referred to as officer) in accordance with the New Jersey Tort Claims Act, P.L. 1982, c. 45 (c. 59:1-1 et seq.). The Board shall pay or reimburse any

member or officer of the Board for any bona fide settlement agreement, and shall pay or reimburse all costs of defending the action, including reasonable attorney fees and expenses, together with costs of appeal, if any.

The Board shall not defend and indemnify any member or officer of the Board when the act of omission was not within the scope of employment or duties, or the act or omission was because of actual fraud, willful misconduct or actual malice.

b. When the Board defends an Action against any member or officer of the Board, the Board may assume exclusive control of the defense of such persons.

c. In any action undertaken by the Board on behalf of a member or officer of the Board, such person defended by the Board shall cooperate fully with the defense. The member or officer of the Board shall provide prompt notice to the Board and its legal counsel of any complaints or claims served upon such person or the Board. The Board shall provide timely information to the member or officer defended by the Board on the progress of the action.

d. No member of the Board or person executing bonds or notes as authorized by the Board shall be liable personally on the bonds or notes by reason of their issuance.

## ARTICLE VIII

### Departments

There are hereby created seven departments for the proper administration of the business of the County by this Board. Each department shall be under the direct control and supervision of a director thereof, who shall be appointed at the annual meeting by the Director of this Board. The Director of this Board may also appoint such other members to each department as the Director deems necessary. The various departments and their duties are as hereinafter set forth:

1. Department of Administration. The Department of Administration, through the Human Resources Department, shall have jurisdiction over all personnel policies of the County, and of its officers and employees, and all matters relating to Civil Service. This Department shall be responsible for all labor negotiations and shall also have jurisdiction over Administrator/Human Resources, Clerk of the Board, Treasurer, Purchasing, Improvement Authority, County Counsel, Insurance Commission, Information Technology, Wage and Hour and Tax Assessor.

2. Department of Health & Education shall have jurisdiction over the following sub-departments and/or committees: Health, Senior Services, Medical Examiner, Consumer Protection, Disability Services, Gloucester County Institute of Technology/Special Services School District, Gloucester County College, County Library, Disabled Persons Advisory Council, Mental Health Board, Superintendent of Schools.

3. Department of Public Safety, Veterans Affairs and Elections shall have jurisdiction over the following sub-departments and/or committees: Emergency Management, Emergency Response,

Emergency Management Council, Fire Marshal, Policy Academy Advisory Council, Veterans Affairs, Board of Election, and Superintendent of Elections.

4. Department of Social and Human Services shall have jurisdiction over the following sub-departments and/or committees: Department of Human Services, Youth Services Advisory Council, Human Services Advisory Council, Transportation Advisory Council, Social Services.

5. Department of Government Services shall have jurisdiction over the following sub-departments and/or committees: Cultural & Heritage Commission, Tri-County Water Quality Management Board, Probation, Construction Board of Appeals, Human Relations Commission, Commission for Women, Courts, Surrogate, County Clerk, Sheriff, Correctional Services and Prosecutor.

6. Department of Parks & Land Preservation shall have jurisdiction over the following sub-departments and/or committees: Parks & Recreation, Pitman Golf Course, Parks and Golf Advisory Council, Land Preservation, Agriculture Development Board, Rutgers Cooperative Extension Services, Animal Shelter and Utilities Authority.

7. Department of Economic Development and Public Works shall have jurisdiction over the following sub-departments and/or committees: Planning Board, Engineering, Planning, Roads, Fleet Management, Buildings and Grounds, SWAC, Economic Development and the Housing Authority.

## ARTICLE IX

### Auditing of Bills

The Treasurer shall examine all bills presented to it for payment by persons furnishing or selling the County goods or services of any kind in the different offices or the several departments thereof in the County. All bills and claims against the County shall be presented to the Treasurer not later than the close of business on the first day of each month, or they may be presented to the County Treasurer during regular office hours. All requests for payments thus presented shall be audited prior to the regular monthly meeting. The Treasurer may set more than one day to attend to its duties in connection with any one meeting if, in its judgment, such action is necessary. The Treasurer may in its sole discretion audit any bill presented at any time.

## ARTICLE X

### Suspension and Amendments

These rules and any order of the Board may be suspended upon the affirmative vote of at least four members of the entire Board. These rules may be amended by submitting the proposed amendments in writing to the Board at a meeting duly called in accordance with these rules, read aloud by the Clerk of the Board and laid over for a vote at the next regular meeting of the Board or at a special meeting duly called for the purpose, at which time a majority vote of the entire membership shall be required for the

adoption of the amendment, provided however, and rule may be altered or amended at any meeting by the unanimous consent of all members of the Board.

**RESOLUTION ADOPTING FREEHOLDER ASSIGNMENTS FOR  
THE BOARD OF CHOSEN FREEHOLDERS OF THE  
COUNTY OF GLOUCESTER FOR THE YEAR 2013**

**BE IT RESOLVED** by the Board of Chosen Freeholders of the County of Gloucester that the assignments of the Departments and areas of responsibility for the Board of Chosen Freeholders of the County of Gloucester, a copy of which is annexed hereto and made a part hereof, be and is hereby adopted; and

**BE IT FURTHER RESOLVED** that inasmuch as copies of said assignments have been distributed to all members of the Board of Chosen Freeholders of the County of Gloucester in advance, and that same are lodged with the Clerk of the Board of Chosen Freeholders of the County of Gloucester and available for public inspection, that the reading of the assignments in their entirety may be dispensed with at the discretion of the Director.

**ADOPTED** at the Annual Stated Meeting of the Board of Chosen Freeholders of the County of Gloucester held on January 4, 2013, at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

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

**ATTEST:**

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

**\*\*2013 FREEHOLDER DEPARTMENT ASSIGNMENTS\*\***

**DEPARTMENT OF ADMINISTRATION**

Administrator/Human Resources/Clerk of the Board  
Purchasing  
County Counsel  
Information Technology  
Tax Assessor

**DIRECTOR DAMMINGER  
FREEHOLDER CHILA**

Treasurer  
Improvement Authority  
Insurance Commission  
Wage & Hour

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

Emergency Management  
Emergency Management Council  
Police Academy  
Board of Elections

**FREEHOLDER CHILA  
FREEHOLDER TALIAFERRO**

Emergency Response  
Fire Marshal  
Veterans Affairs  
Superintendent of Elections

**DEPARTMENT OF HEALTH & EDUCATION**

Health  
Medical Examiner  
Disability Services  
County College  
Disabled Persons Advisory Council  
Superintendent of Schools

**FREEHOLDER BARNES  
FREEHOLDER SIMMONS**

Senior Services  
Consumer Protection  
GCIT/SSSD  
County Library  
Mental Health Board

**DEPARTMENT OF SOCIAL & HUMAN SERVICES**

Human Services  
Human Services Advisory Council  
Social Services

**FREEHOLDER NESTORE  
FREEHOLDER CHILA**

Youth Services Commission  
Transportation Advisory Council

**DEPARTMENT OF ECONOMIC DEVELOPMENT  
& PUBLIC WORKS**

Planning Board  
Buildings & Grounds  
SWAC

**FREEHOLDER SIMMONS  
FREEHOLDER BARNES**

Public Works  
Economic Development  
Housing Authority

**DEPARTMENT OF PARKS & LAND PRESERVATION**

Parks & Recreation  
Parks & Recreation Advisory Council  
Land Preservation  
Rutgers Cooperative Extension Service  
Utilities Authority

**FREEHOLDER TALIAFERRO  
FREEHOLDER BARNES**

Pitman Golf Course  
Pitman Golf Course Advisory Council  
Agriculture Development Board  
Animal Shelter  
Animal Shelter Advisory

**DEPARTMENT OF GOVERNMENT SERVICES**

Prosecutor  
Probation  
Human Relations Commission  
Courts  
County Clerk  
Correctional Services

**FREEHOLDER LARRY WALLACE  
FREEHOLDER SIMMONS**

Tri-County Water Quality Mgt Board  
Construction Board of Appeals  
Commission for Women  
Surrogate  
Sheriff

**RESOLUTION AUTHORIZING AND APPROVING THE TEMPORARY BUDGET FOR THE YEAR 2013 PURSUANT TO N.J.S.A. 40A:4-19**

**WHEREAS**, N.J.S.A. 40A:4-19 of the Local Budget Law provides that where any contracts, commitments or payments are to be made prior to final adoption of the 2013 Budget, temporary appropriations shall be made for the purposes and amounts required in the manner and time therein provided; and

**WHEREAS**, the date of this resolution is within the first thirty-one (31) days of January 2013; and

**WHEREAS**, 26.25% of the total appropriations in the 2012 Budget, exclusive of any appropriations made for the debt service, capital improvement funds, and public assistance in said 2012 Budget is the sum of \$46,846,699.99.

**NOW, THEREFORE, BE IT RESOLVED** that the following Temporary Appropriations in the total amount of \$46,489,783.50, exclusive of debt service, capital improvement funds and Public Assistance are hereby authorized and approved, and that a certified copy of this Resolution shall be transmitted to the Chief Financial Officer for his records.

**BE IT FURTHER RESOLVED** that the Temporary Appropriation for debt service, capital improvement funds and public assistance shall be \$33,826,221.00, and that the total Temporary Appropriation in the amount of \$80,316,004.50 is hereby authorized and approved as follows:

**GENERAL APPROPRIATIONS**

(a.) Operations

A. General Administration

1. County Administrator	
Salaries and Wages	140,224.00
Other Expenses	4,918.75
2. Human Resources	
Salaries & Wages	171,157.50
Other Expenses	24,098.00
3. Board of Chosen Freeholders	
Salaries & Wages	130,792.75
Other Expenses	10,812.50
4. Clerk of the Board	
Salaries & Wages	34,691.00
Other Expenses	4,125.00
5. Advertising Board	
Other Expenses	5,000.00
6. County Clerk	
Salaries & Wages	372,674.25
Other Expenses	85,223.50
7. Superintendent of Elections	
Salaries & Wages	160,974.75
Other Expenses	141,798.75

8. Financial Administration	
Salaries & Wages	163,358.50
Other Expenses	20,074.50
9. Purchasing Department	
Salaries & Wages	95,879.75
Other Expenses	3,805.50
10. Information Technology	
Salaries & Wages	281,974.25
Other Expenses	251,563.75
11. Board of Taxation	
Salaries & Wages	23,162.00
Other Expenses	575.00
12. County Assessor	
Salaries & Wages	295,976.75
Other Expenses	323,026.75
13. Legal Department	
Salaries & Wages	207,273.00
Other Expenses	104,555.00
14. County Adjusters	
Salaries & Wages	24,943.75
Other Expenses	1,318.50
15. Surrogate	
Salaries & Wages	132,798.00
Other Expenses	9,096.25
16. Engineering	
Salaries & Wages	268,253.25
Other Expenses	20,821.25
17. Department of Economic Development	
Salaries & Wages	48,579.00
Other Expenses	9,360.00
18. Historical Society	
Other Expenses	3,000.00

#### B. LAND USE ADMINISTRATION

1. Planning	
Salaries & Wages	67,202.50
Other Expenses	18,797.00
2. Construction Board of Appeals	
Salaries and Wages	11,877.50
Other Expenses	443.75

#### C. CODE ENFORCEMENT AND ADMINISTRATION

1. Consumer Protection	
Salaries & Wages	89,790.75
Other Expenses	1,078.25

D. INSURANCE

1. Liability Insurance	
Other Expenses	1,500,000.00
2. Workman's Compensation Insurance	
Other Expenses	700,000.00
3. Employee Group Insurance	
Other Expenses	5,250,000.00
4. Unemployment Insurance	
Other Expenses	100,000.00

E. PUBLIC SAFETY FUNCTIONS

1. Emergency Response	
Salaries & Wages	3,730,394.00
Other Expenses	442,162.50
2. Medical Examiner	
Salaries & Wages	230,824.75
Other Expenses	70,188.00
3. Sheriff's Office	
Salaries & Wages	1,864,277.50
Other Expenses	68,921.25
4. Prosecutor's Office	
Salaries & Wages	1,780,304.50
Other Expenses	112,857.00
5. Department of Corrections	
Salaries & Wages	3,157,894.50
Other Expenses	1,009,532.50

F. PUBLIC WORKS FUNCTION

1. Roads and Bridges	
Salaries & Wages	786,981.50
Other Expenses	186,871.50
2. Buildings & Grounds	
Salaries & Wages	729,283.75
Other Expenses	226,159.25
3. Fleet Management	
Salaries & Wages	150,846.50
Other Expenses	136,537.50

G. HEALTH AND HUMAN SERVICES

1. County Health Services – Interlocal Agreements (40:8A-1 et seq.)	
Salaries & Wages	559,833.50
Other Expenses	39,444.00
2. Educational & Disability Services	
Salaries & Wages	66,904.25
Other Expense	1,543.75

3. Senior Services	
Salaries & Wages	268,433.25
Other Expenses	57,500.00
4. Human Services	
Salaries & Wages	180,815.25
Other Expenses	44,222.50
5. Veterans Affairs	
Salaries & Wages	91,228.75
Other Expenses	4,950.75
6. Commission on Women	
Other Expenses	700.00
7. Animal Shelter	
Salaries & Wages	383,754.25
Other Expenses	38,864.00
8. Division of Social Services	
Salaries & Wages	2,360,000.00
Other Expenses	2,461,901.00
Aid to Dependent Children	115,000.00
Supplemental Social Security	145,000.00
9. Cerebral Palsy Clinic	
Other Expenses	3,750.00
10. Family Support Center (40:5-2.9)	
Other Expenses	20,615.00
11. Mental Health Outpost	
Other Expenses	53,375.00
12. The Arc Gloucester	
Other Expenses	5,500.00
13. Aid to Occupational Center of Gloucester County (40:23-8.11)	
Other Expenses	6,250.00
14. Juveniles in Need of Supervision (2A:4-42)	
Other Expenses	38,225.00
15. Support of Non-Profit Child Care Center	
Other Expenses	9,970.50
G. PARKS AND RECREATION FUNCTIONS	
1. Parks and Recreation	
Salaries & Wages	244,629.00
Other Expenses	43,352.50
2. Golf Course	
Salaries & Wages	92,006.00
Other Expenses	83,611.75
H. EDUCATION FUNCTIONS	
1. Gloucester County College	
Other Expenses	1,913,736.00

2. County Vocational School	
Other Expenses	2,000,000.00
3. Special Services School District	
Other Expenses	515,769.50
4. Office of the Superintendent of Schools	
Salaries & Wages	74,165.50
Other Expenses	2,710.00
5. County Extension Services	
Salaries & Wages	92,771.25
Other Expenses	17,105.00
I. UTILITIES	
Electricity	430,000.00
Street Lighting	8,647.75
Water	40,625.00
Gas (Natural or Propane)	116,957.75
Heating Oil	15,000.00
Telephone	700,000.00
Sewer	37,500.00
Gasoline & Diesel	200,000.00
J. LANDFILL/SOLID WASTE DISPOSAL	
1. Soil Safe – Contractual Obligation Logan Township	
Other Expenses	67,500.00
K. UNCLASSIFIED	
1. Prior Year Bills	15,069.00
2. Matching Funds for Grants	
a. Comprehensive Alcohol & Drug Abuse	84,550.00
b. Juvenile Accountability Block Grant	987.00
CAPITAL IMPROVEMENTS	
Capital Improvement Fund	350,000.00
COUNTY DEBT SERVICE	
1. Principal on College Bonds	1,550,500.00
2. Principal on Vocational School Bonds	262,895.00
3. Interest on College Bonds	193,721.00
4. Interest on Other Bonds	4,183,348.00
5. Interest on Vocational School Bonds	3,944.00
6. Principal on Other Bonds	15,281,500.00
7. Improvement Authority Lease Purchase	
Principal	3,800,000.00
Interest	2,200,000.00
8. Bond Anticipation Note Interest	64,820.00

9. Green Acres-Principal & Interest	208,735.00
10. EIT Loans – Principal & Interest	650,808.00
11. Justice Complex Loan – Principle	1,785,000.00
12. Justice Complex Loan – Interest	3,030,950.00

STATUTORY EXPENDITURES

1. Public Employee’s Retirement System	3,483,027.00
2. Social Security	1,450,000.00
3. Police & Fire Retirement System	2,063,171.00

TOTAL TEMPORARY BUDGET FOR THE YEAR 2013 \$80,316,004.50

**ADOPTED** at a regular meeting of the Gloucester County Board of Chosen Freeholders, County of Gloucester and State of New Jersey held on Friday, January 4, 2013 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT N. DI LELLA, CLERK**

*THIS IS TO CERTIFY that this is a true copy of the Resolution introduced and adopted by the Board of Chosen Freeholders of the County of Gloucester, New Jersey at the Annual Meeting of this Board held at Woodbury, New Jersey on January 4, 2013.*

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

**RESOLUTION AUTHORIZING EMERGENCY TEMPORARY APPROPRIATIONS**

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

**WHEREAS**, there is a need to include additional monies in the 2013 Gloucester County temporary budget; and

**WHEREAS**, because no adequate provision has been made in the 2013 temporary appropriations for the aforesaid purpose, and N.J.S. 40A:4-20 provides for the creation of an emergency temporary appropriation for the purpose above mentioned; and

**WHEREAS**, the total emergency temporary resolutions adopted in the year 2013, pursuant to the provisions of Chapter 96, P.L. 1951 (N.J.S. 40A:4-20) including this resolution total \$9,135,048.00.

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

- 1. An emergency temporary appropriation shall be:

Statutory Expenditures

- |  |              |
|--|--------------|
| 1. Public Employee's Retirement System | 3,000,000.00 |
| 2. Police & Fire Retirement System     | 2,000,000.00 |

State & Federal Grants

- |   |              |
|---|--------------|
| 1. Municipal Alliance                             | 346,965.00   |
| 2. Comprehensive Alcohol & Drug Abuse             | 578,995.00   |
| 3. 2010-2012 Area Plan Update                     | 1,461,684.00 |
| 4. Workforce Investment Board                     | 20,000.00    |
| 5. Workfirst New Jersey                           | 3,210.00     |
| 6. State/Community Partnership                    | 285,430.00   |
| 7. Family Court                                   | 144,135.00   |
| 8. Juvenile Accountability Block Grant            | 8,880.00     |
| 9. Sr. Citizen & Disabled Resident Transportation | 645,506.00   |
| 10. Title XX Transportation                       | 60,733.00    |
| 11. Abused and Missing Children                   | 3,234.00     |
| 12. Human Services Planning Grant                 | 62,770.00    |
| 13. Human Services Planning/YIP                   | 38,442.00    |
| 14. Human Services Planning/Teen Pregnancy        | 1,000.00     |
| 15. Social Services for the Homeless (State)      | 216,546.00   |
| 16. Social Services for the Homeless (TANF)       | 71,220.00    |
| 17. Insurance Fraud Reimbursement                 | 156,967.00   |
| 18. Homeless Assistance Program                   | 29,331.00    |

2. That said emergency temporary appropriations have been provided for in the 2013 budget under the same titles.

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

**ADOPTED** at a regular meeting of the Gloucester County Board of Chosen Freeholders, County of Gloucester and State of New Jersey held on Friday, January 4, 2013 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ATTEST:**

**ROBERT DAMMINGER, DIRECTOR**

**ROBERT N. DI LELLA, CLERK**

**RESOLUTION ADOPTING A SCHEDULE OF REGULAR MEETINGS OF THE BOARD OF CHOSEN FREEHOLDERS FOR THE YEAR 2013**

**WHEREAS**, the Open Public Meetings Act of the State of New Jersey, N.J.S.A. 10:4-9(a) requires public bodies to adopt an annual schedule of regular meetings and to furnish the public with notice of said schedule in a manner more specifically set forth in said Act.

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

1. The schedule of regular meetings of the Board of Chosen Freeholders of the County of Gloucester for the year 2013 annexed hereto and made a part hereof be and is hereby adopted;
2. Copies of said annual schedule of regular meetings shall be posted and shall continue to be posted throughout the year on the bulletin board in the vestibule of the Court House, Woodbury, New Jersey;
3. Copies of said annual schedule of regular meetings shall be made to the South Jersey Times and the Courier Post;
4. A copy of said annual schedule shall be filed with the Gloucester County Clerk.

**ADOPTED** at the Annual Stated Meeting of the Board of Chosen Freeholders of the County of Gloucester held on January 4, 2013, at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

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

**ATTEST:**

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



**2013 FREEHOLDER MEETING SCHEDULE**

<b>Meeting Date</b>	<b>Meeting Type</b>
January 4 FRIDAY	Annual Reorganization
January 23	Regular Meeting
February 6	Regular Meeting
February 20	Regular Meeting
March 13	Regular Meeting
March 27	Regular Meeting
April 10	Regular Meeting
April 24	Regular Meeting
May 8	Regular Meeting
May 22	Regular Meeting
June 12	Regular Meeting
June 26	Regular Meeting
July 10	Regular Meeting
July 24	Regular Meeting
August 7	Regular Meeting
August 21	Regular Meeting
September 4	Regular Meeting
September 18	Regular Meeting
October 2	Regular Meeting
October 16	Regular Meeting
November 6	Regular Meeting
November 26 TUESDAY	Regular Meeting
December 4	Regular Meeting
December 18	Regular Meeting
December 27 FRIDAY	Close Out Meeting 12:00 noon

**\*\*ALL MEETINGS SHALL BE HELD IN COURT ROOM 201 (THE CEREMONIAL COURT ROOM) IN THE COUNTY COURTHOUSE, UNLESS OTHERWISE STATED OR ADVERTISED\*\***

**\*\*ALL REGULAR MEETINGS SHALL COMMENCE AT 7:30 P.M. UNLESS OTHERWISE STATED OR ADVERTISED\*\***

**RESOLUTION FIXING A FEE TO BE PAID BY MEMBERS  
OF THE PUBLIC FOR RECEIVING PERSONAL NOTICE  
OF MEETINGS PURSUANT TO THE OPEN PUBLIC  
MEETINGS ACT**

**WHEREAS**, the Open Public Meetings Act of the state of New Jersey provides, at N.J.S.A. 10:4-19, that any person may request a public body to mail to him or her copies of any regular meeting schedule or revision thereof and any advance written notices required to be given in said Act of any regular, special or rescheduled meeting; and

**WHEREAS**, said provision of the Act also permits a public body to fix, by resolution, a reasonable fee to be prepaid by any such person requesting that said notices be forwarded to him or her to cover the costs of providing such notice.

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

1. Any member of the public wishing to receive personal notice of meetings as provided in the Open Public Meetings Act shall file his or her name and address with the Clerk of the Board of Chosen Freeholders of the County of Gloucester for said purpose and shall be required to pay, in advance, a fee in the amount of \$12 for the year 2013 to cover the costs of providing such notice;
2. As permitted by the Open Public Meetings Act, such notices requested by the news media shall be mailed free of charge.

**ADOPTED** at the Annual Stated Meeting by the Board of Chosen Freeholders of the County of Gloucester held on January 4, 2013 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

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

**ATTEST:**

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

7

**RESOLUTION AUTHORIZING CASH MANAGEMENT PLAN  
FOR THE COUNTY OF GLOUCESTER PURSUANT TO N.J.S.A. 40A:5-14, et seq.**

**WHEREAS**, N.J.S.A. 40A:5-14, et seq., requires the County of Gloucester to designate a “Cash Management Plan” to assure that all public funds are deposited in interest bearing Deposits or otherwise invested in Permitted Investments; and

**WHEREAS**, the Cash Management Plan has been prepared for the County of Gloucester by Gary Schwarz, Treasurer, and same is attached hereto and made a part hereof.

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

**SECTION 1:** That the Cash Management Plan prepared by Gary Schwarz, County Treasurer, and attached hereto, is hereby adopted by the County of Gloucester, effective January 1, 2013 through December 31, 2013.

**ADOPTED** at the Annual Stated Meeting of the Board of Chosen Freeholders of the County of Gloucester held on January 4, 2013, at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ATTEST:**

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

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

8

**RESOLUTION AUTHORIZING A CONTRACT WITH NICK L. PETRONI, CPA,  
RMA, T/A PETRONI & ASSOCIATES, FOR PROFESSIONAL ACCOUNTING  
SERVICES FROM JULY 1, 2013 TO JUNE 30, 2014, WHICH CONTRACT SHALL  
BE OPEN ENDED WITH A MINIMUM CONTRACT AMOUNT OF ZERO  
AND A MAXIMUM CONTRACT AMOUNT OF \$115,000.00**

**WHEREAS**, there is a need by Gloucester County (hereinafter the "County") for professional accounting services; and

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

**WHEREAS**, the evaluation, based on the established criteria, concluded that Nick L. Petroni, CPA, RMA, T/A Petroni & Associates, (hereinafter "Petroni") with offices at 21 W. High Street, Glassboro, New Jersey 08028, made the most advantageous proposal; and

**WHEREAS**, the contract shall be for estimated units of service, with a minimum contract amount of Zero and a maximum contract amount of \$115,000.00. Petroni shall be paid at the following hourly rates: \$165.00 for Nick L. Petroni; \$145.00 for RMA and/or CPA; \$130.00 for Senior Accountant; \$105.00 for Staff Accountant; \$67.00 for Paraprofessional and \$50.00 for Clerical/Secretarial Staff. The contract is therefore open ended, which does not obligate the County of Gloucester to make any purchase; and, therefore, no Certificate of Availability of Funds is required at this time; and

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

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

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Chosen Freeholders of the County of Gloucester that the Director of the Board and the Clerk of the Board are hereby authorized to execute the contract between the County and Petroni, for professional accounting services for the period beginning July 1, 2013 and concluding June 30, 2014, for a minimum contract amount of zero and a maximum contract amount of \$110,500.00. Petroni shall be paid at the following hourly rates: \$165.00 for Nick L. Petroni; \$145.00 for RMA and/or CPA; \$130.00 for Senior Accountant; \$105.00 for Staff Accountant; \$67.00 for Paraprofessional and \$50.00 for Clerical/Secretarial Staff; and

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

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

**ADOPTED** at the Annual Stated Meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Friday, January 4, 2013, at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT N. DI LELLA, CLERK**

**PROFESSIONAL SERVICES CONTRACT  
 BETWEEN  
 COUNTY OF GLOUCESTER  
 AND  
 NICK L. PETRONI, CPA, RMA, T/A PETRONI & ASSOCIATES**

**THIS CONTRACT** is made effective this 1<sup>st</sup> day of July, 2013, by and between **THE COUNTY OF GLOUCESTER**, a body politic and corporate, with offices in Woodbury, New Jersey, (hereinafter referred to as "**County**"), and **NICK L. PETRONI, CPA, RMA, T/A PETRONI & ASSOCIATES**, (Sole Proprietorship) with offices at 21 West High Street, Glassboro, NJ 08028, (hereinafter referred to as "**Vendor**").

**RECITALS**

**WHEREAS**, there exists a need by the County of Gloucester for professional accounting services; 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. 19:44A-20.4; and

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

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

**TERMS OF AGREEMENT**

1. **TERM.** The term of the contract shall be for the period beginning July 1, 2013 and concluding June 30, 2014.
2. **COMPENSATION.** Contract shall be for estimated units of service, with the minimum contract amount of zero and a maximum contract amount of \$110,500.00. Vendor shall be paid at the following hourly rates: \$165.00 for Nick L. Petroni; \$145.00 for RMA and/or CPA; \$130.00 for Senior Accountant; \$105.00 for Staff Accountant; \$67.00 for Paraprofessional and \$50.00 for Clerical/Secretarial Staff.

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

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

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

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

3. **DUTIES OF VENDOR.** The specific duties of the Vendor shall be as set forth in the County's RFP #13-005, and Vendor's responsive proposal, dated November 21, 2012, which are incorporated in their entirety and made a part of this Contract. Should there occur a conflict between this form of contract and RFP #13-005, 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 of the RFP documents.

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

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

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

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

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

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

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

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

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

A. Pursuant to the termination provisions set forth in RFP# 13-005, which are specifically referred to and incorporated herein by reference.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

21. **CONTRACT PARTS.** This Contract consists of this Contract document, RFP #13-005 issued by the County of Gloucester and Vendor's responsive proposal dated November 21, 2012. Should there occur a conflict between this form of contract and the County's RFP #13-005, then this Contract shall prevail. If there should occur a conflict between this Contract or RFP #13-005 issued by the County of Gloucester and the Vendor's Proposal dated November 21, 2012, then this Contract or the RFP, as the case may be, shall prevail.

**THIS CONTRACT** is effective as of this 1<sup>st</sup> day of July, 2013.

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

**ATTEST:**

**COUNTY OF GLOUCESTER**

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

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

**WITNESS:**

\_\_\_\_\_  
**BY:** \_\_\_\_\_  
**NICK L. PETRONI, CPA, RMA**

9

**RESOLUTION AUTHORIZING A CONTRACT WITH PARKER MCCAY,  
P.A. FOR PROFESSIONAL BOND COUNSEL LEGAL SERVICES AND  
OTHER LEGAL SERVICES OF A SPECIALIZED NATURE FROM  
JANUARY 1, 2013 TO DECEMBER 31, 2013, WHICH CONTRACT SHALL  
BE OPEN ENDED WITH A MINIMUM CONTRACT AMOUNT OF  
ZERO AND A MAXIMUM CONTRACT AMOUNT OF \$200,000.00**

**WHEREAS**, there is a need by Gloucester County for professional bond counsel legal services and other legal services of a specialized nature; and

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

**WHEREAS**, the evaluation, based on the established criteria, concluded that Parker McCay, P.A., with offices at 9000 Midlantic Drive, Suite 300, Mt. Laurel, New Jersey 08054-1539, made the most advantageous proposal; and

**WHEREAS**, the contract shall be for estimated units of service, with a minimum contract amount of Zero and a maximum contract amount of \$200,000.00 for the following hourly rates: \$95.00 for paralegals; \$155.00 to \$200.00 for associates; \$205.00 to \$240.00 for senior associates/counsel and \$250.00 to \$265.00 for shareholders; and

**WHEREAS**, the contract is therefore open ended, which does not obligate the County of Gloucester to make any purchase; and, therefore, no Certificate of Availability of Funds is required at this time; and

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

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

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Chosen Freeholders of the County of Gloucester that the Director of the Board of Chosen Freeholders and the Clerk of the Board of Chosen Freeholders are hereby authorized to execute the contract between the County of Gloucester and Parker McCay, P.A., for the provision of professional bond counsel legal services and other legal services of a specialized nature for the period beginning January 1, 2013 and concluding December 31, 2013, for a minimum contract amount of zero and a maximum contract amount of \$200,000.00 at the following hourly rates: \$95.00 for paralegals; \$155.00 to \$200.00 for associates; \$205.00 to \$240.00 for senior associates/counsel and \$250.00 to \$265.00 for shareholders; and

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

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

**ADOPTED** at the Annual Stated Meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Friday, January 4, 2013, at Woodbury, New Jersey.



**THE COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT N. DI LELLA, CLERK**

9

**CONTRACT FOR PROFESSIONAL SERVICES  
BETWEEN  
COUNTY OF GLOUCESTER  
AND  
PARKER MCCAY, P. A.**

**THIS CONTRACT** is made effective this 1<sup>st</sup> day of January, 2013, by and between **COUNTY OF GLOUCESTER**, a body politic and corporate, with offices in Woodbury, New Jersey, (hereinafter referred to as "**County**"), and **PARKER MCCAY, P.A.**, with offices at 9000 Midlantic Drive, Suite 300, Mt. Laurel, New Jersey 08054-1539, (hereinafter referred to as "**Attorney**").

**RECITALS**

**WHEREAS**, there exists a need by the County of Gloucester for professional bond counsel legal services and other legal services of a specialized nature; 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. 19:44A-20.4; and

**WHEREAS**, Attorney 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 Attorney do hereby agree as follows:

**TERMS OF AGREEMENT**

1. **TERM.** The term of the contract shall be for the period beginning January 1, 2013 and concluding December 31, 2013.

2. **COMPENSATION:**

A. Contract shall be for estimated units of services, with the minimum contract amount of zero and a maximum contract amount of \$200,000.00 for the following hourly rates: \$95.00 for paralegals; \$155.00 to \$200.00 for associates; \$205.00 to \$240.00 for senior associates/counsel and \$250.00 to \$265.00 for shareholders, as per the RFP submitted by Vendor dated November 15, 2012.

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

C. Attorney 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.

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

It is also agreed and understood that the acceptance of the final payment by Attorney 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.

- E. Attorneys shall submit detailed billings on a monthly basis. The bill submitted should indicate the following:
- a. Date of service
  - b. Name of attorney providing the service.
  - c. Amount of time spent on service
  - d. Detailed description of the service provided

Attorneys shall not bill for travel time unless specifically authorized by the County. Billing for travel time shall not be at the attorney's normal rate of pay;

F. In house office conferences between two or more attorneys of the same firm shall be limited to the reasonably necessary time of conference. Billing for in-house conferences shall be for the time of one attorney only;

G. The County shall not be billed for the initial review by a newly assigned attorney in the firm prior to beginning to work on the file;

H. For attendance at meetings, if two attorneys from the same firm attend, the county should only be billed for one attorney's attendance (unless the county specifically requests more than one attorney to attend these meetings);

I. All bills of service are subject to review by County for reasonableness.

3. **DUTIES OF ATTORNEY.** The specific duties of the Attorney shall be as set forth in the RFP #13-001 and Attorney's responsive proposal dated November 15, 2012, which are incorporated in their entirety and made a part of this Contract. Should there occur a conflict between this form of contract and RFP #13-001, this contract shall prevail.

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

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

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

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

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

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

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

5. **LICENSING AND PERMITTING.** If the Attorney 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, Attorney 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.

Attorney 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 Attorney or its agents.

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

A. Pursuant to the termination provisions set forth in the RFP#13-001, which are specifically referred to and incorporated herein by reference.

B. If Attorney 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 Attorney'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 Attorney or subcontractor, where applicable, shall fail to fulfill in timely and proper manner his obligations under this Contract, or if the Attorney 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 Attorney of such termination and specifying the effective date thereof. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Attorney 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 Attorney. If the Contract is terminated by the County as provided herein, the Attorney will be paid for the services rendered to the time of termination.

E. Notwithstanding the above, the Attorney 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 Attorney, and the County may withhold any payments to the Attorney for the purpose of set off until such time as the exact amount of damages due the County from the Attorney is determined.

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

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

8. **INDEMNIFICATION.** The Attorney or subcontractor, where applicable, shall be responsible for, shall keep, save and hold the County of Gloucester harmless from, and shall indemnify and shall defend the County of Gloucester against any claim, loss, liability, expense (specifically including but not limited to costs, counsel fees and/or experts' fees), or damage resulting from all mental or physical injuries or disabilities, including death, to employees or recipients of the Attorney'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 Attorney's failure to provide for the safety and protection of its employees, or from Attorney's performance or failure to perform pursuant to the terms and provisions of this Contract. The Attorney's liability under this agreement shall continue after the termination of this agreement with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

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

If Attorney is a member of a profession that is subject to suit for professional malpractice, then Attorney shall maintain and continue in full force and effect an insurance policy for professional liability/malpractice with limits of liability acceptable to the County. Attorney 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. Attorney also hereby agrees to continue said policy in force and effect for the period of the applicable statute of limitations following the termination of this Contract and shall provide the County with copies of certificates of insurance as the certificates may be renewed during that period of time.

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

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

12. **METHODS OF WORK.** Attorney agrees that in performing its work, it shall employ such methods or means as will not cause any interruption or interference with the operations of County or infringe on the rights of the public.
13. **NON-WAIVER.** The failure by the County to enforce any particular provision of this Contract, or to act upon a breach of this Contract by Attorney, shall not operate as or be construed as a waiver of any subsequent breach, nor a bar to any subsequent enforcement.
14. **PARTIAL INVALIDITY.** In the event that any provision of this Contract shall be or become invalid under any law or applicable regulation, such invalidity shall not affect the validity or enforceability of any other provision of this Contract.
15. **CHANGES.** This Contract may be modified by approved change orders, consistent with applicable laws, rules and regulations. The County, without invalidating this Contract, may order changes consisting of additions, deletions, and/or modifications, and the contract sum shall be adjusted accordingly. This Contract and the contract terms may be changed only by change order. The cost or credit to the County from change in this Contract shall be determined by mutual agreement before executing the change involved.
16. **NOTICES.** Notices required by this Contract shall be effective upon mailing of notice by regular and certified mail to the addresses set forth above, or by personal service, or if such notice cannot be delivered or personally served, then by any procedure for notice pursuant to the Rules of Court of the State of New Jersey.
17. **COMPLIANCE WITH APPLICABLE LAW.** Attorney shall at all times during the course of the effective period of this Contract comply with and be subject to all applicable laws, rules and regulations of the State of New Jersey and of any other entity having jurisdiction pertaining to the performance of Attorney's services.
18. **INDEPENDENT CONTRACTOR STATUS.** The parties acknowledge that Attorney is an independent contractor and is not an agent of the County.
19. **CONFIDENTIALITY.** Attorney agrees not to divulge or release any information, reports, or recommendations developed or obtained in connection with the performance of this Contract, during the term of this Contract, except to authorized County personnel or upon prior approval of the County.
20. **BINDING EFFECT.** This Contract shall be binding on the undersigned and their successors and assigns.
21. **CONTRACT PARTS.** This Contract consists of this Contract document, RFP#13-001 issued by the County of Gloucester and Attorney's responsive proposal dated November 15, 2012. Should there occur a conflict between this form of contract and RFP#13-001 and the Attorney's responsive Proposal dated November 15, 2012, then this Contract shall prevail. If there should occur a conflict between either this form of Contract or RFP#13-001 and the Attorney's responsive proposal dated November 15, 2012, then this Contract or the RFP, as the case may be, shall prevail.

**THIS CONTRACT** is effective as of this 1<sup>st</sup> day of January, 2013.

**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 Attorney has caused this instrument to be signed by its properly authorized representative and its corporate seal affixed the day and year first above written.

**ATTEST:**

**COUNTY OF GLOUCESTER**

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

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

**ATTEST:**

**PARKER MCCAY, P.A.**

\_\_\_\_\_  
**BY:** \_\_\_\_\_  
**PHILIP A. NORCROSS, MANAGING**  
**SHAREHOLDER AND CHIEF**  
**EXECUTIVE OFFICER**

**RESOLUTION AUTHORIZING A CONTRACT WITH BROWN AND CONNERY, LLP FOR PROFESSIONAL LABOR ATTORNEY LEGAL SERVICES AND OTHER LEGAL SERVICES OF A SPECIALIZED NATURE FROM JANUARY 1, 2013 TO DECEMBER 31, 2013, WHICH CONTRACT SHALL BE OPEN ENDED WITH A MINIMUM CONTRACT AMOUNT OF ZERO AND A MAXIMUM CONTRACT AMOUNT OF \$160,000.00**

**WHEREAS**, there is a need by Gloucester County for professional labor attorney legal services and other legal services of a specialized nature; and

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

**WHEREAS**, the evaluation, based on the established criteria, concluded that Brown and Connery, LLP, with offices at 360 Haddon Avenue, Westmont, NJ 08108, made the most advantageous proposal; and

**WHEREAS**, the contract shall be for estimated units of service, with a minimum contract amount of zero and a maximum contract amount of \$160,000.00 at the hourly rate of \$190.00. The contract is therefore open ended, which does not obligate the County of Gloucester to make any purchase; and therefore, no Certificate of Availability of Funds is required at this time; and

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

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

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Chosen Freeholders of the County of Gloucester that the Director of the Board and the Clerk of the Board are hereby authorized to execute a contract with Brown and Connery, LLP, for the provision of professional labor attorney legal services and other services of a specialized nature from January 1, 2013 to December 31, 2013, for a minimum contract amount of zero and a maximum contract amount of \$160,000.00 at the hourly rate of \$190.00; and

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

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

**ADOPTED** at the Annual Stated Meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Friday, January 4, 2013, at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT N. DI LELLA, CLERK**

**CONTRACT FOR PROFESSIONAL SERVICES  
BETWEEN  
COUNTY OF GLOUCESTER  
AND  
BROWN & CONNERY, LLP**

**THIS CONTRACT** is made effective this 1<sup>st</sup> day of January, 2013, by and between **THE COUNTY OF GLOUCESTER**, a body politic and corporate, with offices in Woodbury, New Jersey, (hereinafter referred to as "**County**"), and **BROWN & CONNERY, LLP**, (a limited liability partnership) with offices at 360 Haddon Avenue, Westmont, NJ 08108, (hereinafter referred to as ("**Attorney**").

**RECITALS**

**WHEREAS**, there exists a need by the County of Gloucester for professional labor attorney legal services and other legal services of a specialized nature; 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. 19:44A-20.4; and

**WHEREAS**, Attorney 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 Attorney do hereby agree as follows:

**TERMS OF AGREEMENT**

1. **TERM.** The term of the contract shall be for the period beginning January 1, 2013 and concluding December 31, 2013.

2. **COMPENSATION AND BILLING.**

A. Contract shall be for estimated units of services, with the minimum contract amount of zero and a maximum contract amount of \$160,000.00, as more specifically described in the RFP submitted by Attorney dated November 26, 2012. Attorney shall be paid an hourly rate of \$190.00 for all such services.

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

C. Attorney 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.

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

It is also agreed and understood that the acceptance of the final payment by Attorney 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.

- E. Attorneys shall submit detailed billings on a monthly basis. The bill submitted should indicate the following:
- a. Date of service
  - b. Name of attorney providing the service.
  - c. Amount of time spent on service
  - d. Detailed description of the service provided

Attorneys shall not bill for travel time unless specifically authorized by the County. Billing for travel time shall not be at the attorney's normal rate of pay;

F. In house office conferences between two or more attorneys of the same firm shall be limited to the reasonably necessary time of conference. Billing for in-house conferences shall be for the time of one attorney only;

G. The County shall not be billed for the initial review by a newly assigned attorney in the firm prior to beginning to work on the file;

H. For attendance at meetings, if two attorneys from the same firm attend, the county should only be billed for one attorney's attendance (unless the county specifically requests more than one attorney to attend these meetings);

I. All bills of service are subject to review by County for reasonableness.

3. **DUTIES OF ATTORNEY.** The specific duties of the Attorney shall be as set forth in the RFP#13-004 and Attorney's responsive proposal dated November 26, 2012, which are incorporated in their entirety and made a part of this contract. Should there occur a conflict between this form of contract and the RFP#13-004, this contract shall prevail.

Attorney agrees that it has or will comply with, and where applicable shall continue throughout the period of this Contract to comply with, all of the requirements of the request for proposal.

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

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

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

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

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

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

5. **LICENSING AND PERMITTING.** If the Attorney 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, Attorney 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.

Attorney 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 Attorney or its agents.

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

A. Pursuant to the termination provisions set forth in RFP#13-004, which are specifically referred to and incorporated herein by reference.

B. If Attorney 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 Attorney'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 Attorney or subcontractor, where applicable, shall fail to fulfill in timely and proper manner his obligations under this Contract, or if the Attorney 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 Attorney of such termination and specifying the effective date thereof. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Attorney under this Contract, shall be forthwith delivered to the County.

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

E. Notwithstanding the above, the Attorney 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 Attorney, and the County may withhold any payments to the Attorney for the purpose of set off until such time as the exact amount of damages due the County from the Attorney is determined.

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

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

**8. INDEMNIFICATION.** The Attorney or subcontractor, where applicable, shall be responsible for, shall keep, save and hold the County of Gloucester harmless from, and shall indemnify and shall defend the County of Gloucester against any claim, loss, liability, expense (specifically including but not limited to costs, counsel fees and/or experts' fees), or damage resulting from all mental or physical injuries or disabilities, including death, to employees or recipients of the Attorney'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 Attorney's failure to provide for the safety and protection of its employees, or from Attorney's performance or failure to perform pursuant to the terms and provisions of this Contract. The Attorney's liability under this agreement shall continue after the termination of this agreement with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

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

If Attorney is a member of a profession that is subject to suit for professional malpractice, then Attorney shall maintain and continue in full force and effect an insurance policy for professional liability/malpractice with limits of liability acceptable to the County. Attorney 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. Attorney also hereby agrees to continue said policy in force and effect for the period of the applicable statute of limitations following the termination of this Contract and shall provide the County with copies of certificates of insurance as the certificates may be renewed during that period of time.

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

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

12. **METHODS OF WORK.** Attorney agrees that in performing its work, it shall employ such methods or means as will not cause any interruption or interference with the operations of County or infringe on the rights of the public.
13. **NON-WAIVER.** The failure by the County to enforce any particular provision of this Contract, or to act upon a breach of this Contract by Attorney, shall not operate as or be construed as a waiver of any subsequent breach, nor a bar to any subsequent enforcement.
14. **PARTIAL INVALIDITY.** In the event that any provision of this Contract shall be or become invalid under any law or applicable regulation, such invalidity shall not affect the validity or enforceability of any other provision of this Contract.
15. **CHANGES.** This Contract may be modified by approved change orders, consistent with applicable laws, rules and regulations. The County, without invalidating this Contract, may order changes consisting of additions, deletions, and/or modifications, and the contract sum shall be adjusted accordingly. This Contract and the contract terms may be changed only by change order. The cost or credit to the County from change in this Contract shall be determined by mutual agreement before executing the change involved.
16. **NOTICES.** Notices required by this Contract shall be effective upon mailing of notice by regular and certified mail to the addresses set forth above, or by personal service, or if such notice cannot be delivered or personally served, then by any procedure for notice pursuant to the Rules of Court of the State of New Jersey.
17. **COMPLIANCE WITH APPLICABLE LAW.** Attorney shall at all times during the course of the effective period of this Contract comply with and be subject to all applicable laws, rules and regulations of the State of New Jersey and of any other entity having jurisdiction pertaining to the performance of Attorney's services.
18. **INDEPENDENT CONTRACTOR STATUS.** The parties acknowledge that Attorney is an independent contractor and is not an agent of the County.
19. **CONFIDENTIALITY.** Attorney agrees not to divulge or release any information, reports, or recommendations developed or obtained in connection with the performance of this Contract, during the term of this Contract, except to authorized County personnel or upon prior approval of the County.
20. **BINDING EFFECT.** This Contract shall be binding on the undersigned and their successors and assigns.
21. **CONTRACT PARTS.** This Contract consists of this Contract document, RFP#13-004 issued by the County of Gloucester and Attorney's responsive Proposal dated November 26, 2012. Should there occur a conflict between this form of contract and RFP #13-004, this contract shall prevail. Should there occur a conflict between this Contract or RFP #13-004 and the Attorney's responsive Proposal dated November 26, 2011, then this Contract or RFP #13-004, as the case may be, shall prevail.

**THIS CONTRACT** is effective as of this 1<sup>st</sup> day of January, 2013.

**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 Attorney has caused this instrument to be signed by its properly authorized representative and its corporate seal affixed the day and year first above written.

**ATTEST:**

**COUNTY OF GLOUCESTER**

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

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

**ATTEST:**

**BROWN & CONNERY, LLP**

\_\_\_\_\_  
**BY:** \_\_\_\_\_  
**WILLIAM M. TAMBUSSI, PARTNER**

11

**RESOLUTION AUTHORIZING A CONTRACT WITH PHOENIX  
ADVISORS, LLC, FOR PROFESSIONAL FINANCIAL ADVISOR SERVICES  
FROM JANUARY 1, 2013, TO DECEMBER 31, 2013, WHICH CONTRACT  
SHALL BE OPEN ENDED WITH A MINIMUM CONTRACT AMOUNT OF  
ZERO AND A MAXIMUM CONTRACT AMOUNT OF \$50,000.00**

**WHEREAS**, there is a need by Gloucester County for professional financial advisor services; and

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

**WHEREAS**, the evaluation, based on the established criteria, concluded that Phoenix Advisors, LLC, with offices at 5 Third Street, Bordentown, NJ 08505, made the most advantageous proposal; and

**WHEREAS**, the contract shall be for estimated units of service, with a minimum contract amount of Zero and a maximum contract amount of \$50,000.00 at the following hourly rates: \$175.00 for Chief Executive Officer; \$150.00 for Managing Director and \$95.00 for Associate/Analyst. The contract is therefore open ended, which does not obligate the County of Gloucester to make any purchase; and, therefore, no Certificate of Availability of Funds is required at this time; and

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

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

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Chosen Freeholders of the County of Gloucester that the Director of the Board of Chosen Freeholders and the Clerk of the Board of Chosen Freeholders are hereby authorized to execute the contract between the County of Gloucester and Phoenix Advisors, LLC, for the provision of professional financial advisor services for the period beginning January 1, 2013 and concluding December 31, 2013, for a minimum contract amount of zero and a maximum contract amount of \$50,000.00, at the following hourly rates: \$175.00 for Chief Executive Officer; \$150.00 for Managing Director and \$95.00 for Associate/Analyst; and

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

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

**ADOPTED** at the Annual Stated Meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Friday, January 4, 2013, at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT N. DI LELLA, CLERK**

**CONTRACT  
BETWEEN  
COUNTY OF GLOUCESTER  
AND  
PHOENIX ADVISORS, LLC**

**THIS CONTRACT** is made effective this 1<sup>st</sup> day of January, 2013, by and between **THE COUNTY OF GLOUCESTER**, a body politic and corporate, with offices in Woodbury, New Jersey, (hereinafter referred to as "**County**"), and **PHOENIX ADVISORS, LLC**, (a Limited Liability Company) with offices at 5 Third Street, Bordentown, New Jersey 08505, (hereinafter referred to as "**Vendor**").

**RECITALS**

**WHEREAS**, there exists a need by the County of Gloucester for professional financial advisor services; 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. 19:44A-20.4; and

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

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

**TERMS OF AGREEMENT**

1. **TERM**. The term of the contract shall be for the period beginning January 1, 2013 and concluding December 31, 2013.
2. **COMPENSATION**. Contract shall be for estimated units of service, with the minimum contract amount of zero and a maximum contract amount of \$50,000.00, at the following hourly rates: \$175.00 for Chief Executive Officer; \$150.00 for Managing Director; and \$95.00 for Associate/Analyst as per the RFP submitted by Vendor dated November 29, 2012.

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

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

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

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

**3. DUTIES OF VENDOR.** The specific duties of the Vendor shall be as set forth in the RFP #13-006, and Vendor's responsive proposal dated November 29, 2012, which are incorporated in their entirety and made a part of this Contract. Should there occur a conflict between this form of contract and RFP #13-006, 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 of the RFP documents.

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

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

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

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

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

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

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

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

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

A. Pursuant to the termination provisions set forth in RFP #13-006, which are specifically referred to and incorporated herein by reference.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

21. **CONTRACT PARTS.** This Contract consists of this Contract document, RFP #13-006 issued by the County of Gloucester and Vendor's responsive proposal dated November 29, 2012. Should there occur a conflict between this form of contract and the County's RFP #13-006 and Vendor's responsive Proposal dated November 29, 2012, then this Contract shall prevail. Should there occur a conflict between this Contract or the RFP #13-006 and the Vendor's responsive Proposal dated November 29, 2012, this Contract or the RFP, as the case may be, shall prevail.

**THIS CONTRACT** is effective as of this 1<sup>st</sup> day of January, 2013.

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

**ATTEST:**

**COUNTY OF GLOUCESTER**

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

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

**ATTEST:**

**PHOENIX ADVISORS, LLC**

\_\_\_\_\_

**BY:** \_\_\_\_\_  
**DAVID B. THOMPSON, CHIEF  
EXECUTIVE OFFICER**

**RESOLUTION AUTHORIZING A CONTRACT WITH WEIR & PARTNERS,  
LLP, FOR THE PROVISION OF A COUNTY HEARING OFFICER AND OTHER  
LEGAL SERVICES OF A SPECIALIZED NATURE FROM JANUARY 1, 2013  
TO DECEMBER 31, 2013, WHICH CONTRACT SHALL BE OPEN ENDED WITH  
A MINIMUM CONTRACT AMOUNT OF ZERO AND A MAXIMUM  
CONTRACT AMOUNT OF \$15,000.00**

**WHEREAS**, there is a need by Gloucester County of a County Hearing Officer, and for other legal services of a specialized nature; and

**WHEREAS**, it has been determined that these services shall be provided by John Eastlack of Weir & Partners, LLP, with offices at Suite 310, Liberty View Bldg., 457 Haddonfield Road, Cherry Hill, New Jersey 08002 for a minimum contract amount of Zero and a maximum contract amount of \$15,000.00 for the period from January 1, 2013 and concluding December 31, 2013; and

**WHEREAS**, the contract shall be for estimated units of service, for the hourly rate of \$150.00 for a minimum contract amount of Zero and a maximum contract amount of \$15,000.00. The contract is therefore open ended, which does not obligate the County of Gloucester to make any purchase; and, therefore, no Certificate of Availability of funds is required at this time; and

**WHEREAS**, this contract may be awarded without public advertising for bids pursuant to the provisions of the Local Public Contracts Law of the State of New Jersey in that the contract amount is below the bid threshold.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Chosen Freeholders of the County of Gloucester that the Director of the Board and the Clerk of the Board are hereby authorized to execute the Contract with Weir & Partners, LLP, for the provision of County Hearing Officer and for other legal services of a specialized nature at the rate of \$150.00 per hour for a minimum contract amount of Zero and a maximum contract amount of \$15,000.00 for the period from January 1, 2013 to December 31, 2013; and

**BE IT FURTHER RESOLVED** that John Eastlack of Weir & Partners, LLP shall serve as the County Hearing Officer; and

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

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

**ADOPTED** at the Annual Stated Meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Friday, January 4, 2013, at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT N. DI LELLA, CLERK**

**CONTRACT FOR PROFESSIONAL SERVICES  
BETWEEN  
COUNTY OF GLOUCESTER  
AND  
WEIR & PARTNERS, LLP**

**THIS CONTRACT** is made effective this 1<sup>st</sup> day of January, 2013, by and between **THE COUNTY OF GLOUCESTER**, a body politic and corporate, with offices in Woodbury, New Jersey, hereinafter referred to as "**County**", and **WEIR & PARTNERS, LLP**, with offices at Suite 310, Liberty View Bldg., 457 Haddonfield Road, Cherry Hill, New Jersey 08002, hereinafter referred to as "**Attorney**".

**RECITALS**

**WHEREAS**, there exists a need by the County of Gloucester for professional services for the provision of a County Hearing Officer and other legal services of a specialized nature; and

**WHEREAS**, this contract may be awarded without public advertising for bids pursuant to the provisions of the Local Public Contracts Law of the State of New Jersey in that the contract amount is below the bid threshold; and

**WHEREAS**, Attorney 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 Attorney do hereby agree as follows:

**TERMS OF AGREEMENT**

1. **TERM.** The term of the contract shall be for the period beginning January 1, 2013 and concluding December 31, 2013.

2. **COMPENSATION AND BILLING.**

A. Contract shall be for estimated units of services for a minimum contract amount of zero and a maximum contract amount of \$15,000.00. Attorney shall be paid an hourly rate of \$150.00 for all such services.

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

C. Attorney 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.

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

It is also agreed and understood that the acceptance of the final payment by Attorney 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.

- E. Attorneys shall submit detailed billings on a monthly basis. The bill submitted should indicate the following:
- a. Date of service
  - b. Name of attorney providing the service.
  - c. Amount of time spent on service
  - d. Detailed description of the service provided

Attorneys shall not bill for travel time unless specifically authorized by the County. Billing for travel time shall not be at the attorney's normal rate of pay;

F. In house office conferences between two or more attorneys of the same firm shall be limited to the reasonably necessary time of conference. Billing for in-house conferences shall be for the time of one attorney only;

G. The County shall not be billed for the initial review by a newly assigned attorney in the firm prior to beginning to work on the file;

H. For attendance at meetings, if two attorneys from the same firm attend, the county should only be billed for one attorney's attendance (unless the county specifically requests more than one attorney to attend these meetings);

- I. All bills of service are subject to review by County for reasonableness.

3. **DUTIES OF ATTORNEY.** The specific duties of the Attorney shall be as Hearing Officer in connection with major disciplinary cases for rank and file employees covered by the rules of New Jersey Administrative Code, Section 4-A.

Attorney agrees that it has or will comply with, and where applicable shall continue throughout the period of this Contract to comply with, all of the requirements of the request for proposal.

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

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

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

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

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

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

**5. LICENSING AND PERMITTING.** If the Attorney 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, Attorney 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.

Attorney 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 Attorney or its agents.

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

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

B. If Attorney 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 Attorney'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 Attorney or subcontractor, where applicable, shall fail to fulfill in timely and proper manner his obligations under this Contract, or if the Attorney 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 Attorney of such termination and specifying the effective date thereof. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Attorney under this Contract, shall be forthwith delivered to the County.

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

E. Notwithstanding the above, the Attorney 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 Attorney, and the County may withhold any payments to the Attorney for the purpose of set off until such time as the exact amount of damages due the County from the Attorney is determined.

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

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

8. **INDEMNIFICATION.** The Attorney or subcontractor, where applicable, shall be responsible for, shall keep, save and hold the County of Gloucester harmless from, and shall indemnify and shall defend the County of Gloucester against any claim, loss, liability, expense (specifically including but not limited to costs, counsel fees and/or experts' fees), or damage resulting from all mental or physical injuries or disabilities, including death, to employees or recipients of the Attorney'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 Attorney's failure to provide for the safety and protection of its employees, or from Attorney's performance or failure to perform pursuant to the terms and provisions of this Contract. The Attorney's liability under this agreement shall continue after the termination of this agreement with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

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

If Attorney is a member of a profession that is subject to suit for professional malpractice, then Attorney shall maintain and continue in full force and effect an insurance policy for professional liability/malpractice with limits of liability acceptable to the County. Attorney 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. Attorney also hereby agrees to continue said policy in force and effect for the period of the applicable statute of limitations following the termination of this Contract and shall provide the County with copies of certificates of insurance as the certificates may be renewed during that period of time.

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

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

12. **METHODS OF WORK.** Attorney agrees that in performing its work, it shall employ such methods or means as will not cause any interruption or interference with the operations of County or infringe on the rights of the public.
13. **NON-WAIVER.** The failure by the County to enforce any particular provision of this Contract, or to act upon a breach of this Contract by Attorney, shall not operate as or be construed as a waiver of any subsequent breach, nor a bar to any subsequent enforcement.
14. **PARTIAL INVALIDITY.** In the event that any provision of this Contract shall be or become invalid under any law or applicable regulation, such invalidity shall not affect the validity or enforceability of any other provision of this Contract.
15. **CHANGES.** This Contract may be modified by approved change orders, consistent with applicable laws, rules and regulations. The County, without invalidating this Contract, may order changes consisting of additions, deletions, and/or modifications, and the contract sum shall be adjusted accordingly. This Contract and the contract terms may be changed only by change order. The cost or credit to the County from change in this Contract shall be determined by mutual agreement before executing the change involved.
16. **NOTICES.** Notices required by this Contract shall be effective upon mailing of notice by regular and certified mail to the addresses set forth above, or by personal service, or if such notice cannot be delivered or personally served, then by any procedure for notice pursuant to the Rules of Court of the State of New Jersey.
17. **COMPLIANCE WITH APPLICABLE LAW.** Attorney shall at all times during the course of the effective period of this Contract comply with and be subject to all applicable laws, rules and regulations of the State of New Jersey and of any other entity having jurisdiction pertaining to the performance of Attorney's services.
18. **INDEPENDENT CONTRACTOR STATUS.** The parties acknowledge that Attorney is an independent contractor and is not an agent of the County.
19. **CONFIDENTIALITY.** Attorney agrees not to divulge or release any information, reports, or recommendations developed or obtained in connection with the performance of this Contract, during the term of this Contract, except to authorized County personnel or upon prior approval of the County.

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

**THIS CONTRACT** is effective as of this 1<sup>st</sup> day of January, 2013.

**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 Attorney has caused this instrument to be signed by its properly authorized representative.

**ATTEST:**

**COUNTY OF GLOUCESTER**

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

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

**WITNESS:**

\_\_\_\_\_  
**BY:** \_\_\_\_\_  
**WEIR & PARTNERS, LLP, ESQUIRE**

**RESOLUTION APPOINTING GARY SCHWARZ AS CHIEF FINANCIAL OFFICER FOR THE COUNTY OF GLOUCESTER**

**WHEREAS, N.J.S.A. 40A:9-28.4a,** requires that in every County there shall be a Chief Financial Officer appointed; and

**WHEREAS,** Gary Schwarz has demonstrated the skill and possesses the qualifications to perform the duties of the Office of Chief Financial Officer for the County of Gloucester; and

**WHEREAS, N.J.S.A. 40A:9-28.4** provides that the term of office of a Chief Financial Officer shall be for a period of three years, which term shall run from January 1 in the year in which the Chief Financial Officer is appointed; and

**WHEREAS, N.J.S.A. 40A:9-28.4** further provides that the compensation for the Chief Financial Officer shall be set forth in a county salary resolution.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Chosen Freeholders of the County of Gloucester that Gary Schwarz be and is hereby appointed Chief Financial Officer of the County of Gloucester for a term of three years, which term shall be deemed to have commenced on January 1, 2013 and conclude December 31, 2016; and

**BE IT FURTHER RESOLVED** that the compensation of Gary Schwarz as Chief Financial Officer of the County of Gloucester shall be as set forth in the Gloucester County salary resolution; and

**BE IT FURTHER RESOLVED** that Gary Schwarz shall either cause his appropriate bond to be presented to the Board or shall confirm for the Board that his performance is the subject of a blanket County bond.

**ADOPTED** at the Annual Stated Meeting by the Board of Chosen Freeholders of the County of Gloucester, State of New Jersey held on January 4, 2013 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT N. DIELLA, CLERK**

**RESOLUTION APPOINTING A SUPERINTENDENT OF THE DEPARTMENT OF BUILDINGS AND GROUNDS FOR A FIVE YEAR TERM**

**WHEREAS**, the County of Gloucester has previously created the Gloucester County Department of Buildings and Grounds; and

**WHEREAS**, N.J.S. 40A:9-32 specifically provides that in any County the governing body may provide for the appointment of a County Superintendent of Buildings and Grounds; and

**WHEREAS**, Peter Scirrotto currently an employee in the Department of Buildings and Grounds is capable and qualified by training and experience to perform the duties of the County Superintendent of Buildings and Grounds which specific powers, duties and functions are as described in the description which is attached to and made a part of this resolution.

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

1. Peter Scirrotto be and is hereby appointed the Gloucester County Superintendent of Buildings and Grounds;
2. Peter Scirrotto is hereby appointed for a term of 5 years, or until his successor is chosen and qualified, which term shall commence on April 2, 2013;
3. Peter Scirrotto's compensation shall be as determined by the Board of Chosen Freeholders, within the range established by ordinance and for the specific compensation determined by the Board;
4. Peter Scirrotto as the Superintendent of Buildings and Grounds shall furnish an appropriate bond in the amount of \$5,000.00, the form of which bond shall be subject to approval by the Board of Chosen Freeholders and/or the Gloucester County Counsel.

**ADOPTED** at the Annual Stated Meeting by the Board of Chosen Freeholders of the County of Gloucester, State of New Jersey held on January 4, 2013 at Woodbury, New Jersey



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT N. DIELLA, CLERK**

**RESOLUTION DESIGNATING GLOUCESTER COUNTY PURCHASING AGENT  
PETER MERCANTI AS GLOUCESTER COUNTY'S PUBLIC AGENCY  
COMPLIANCE OFFICER AS REQUIRED BY THE NEW JERSEY  
ADMINISTRATIVE CODE 17:27-3.2 FOR CALENDAR YEAR 2013**

**WHEREAS**, the New Jersey Administrative Code Section 17:27-3.2 requires that each public agency designate an officer or employee to serve as its Public Agency Compliance Officer (PACO); and

**WHEREAS**, the PACO shall specifically perform the duties prescribed in New Jersey's affirmative action rules; and

**WHEREAS**, the PACO shall be responsible for ensuring the County's compliance with these rules; and

**WHEREAS**, the PACO shall further perform any other liaison and assistance functions as may be requested by the New Jersey Department of the Treasury, Division of Contract Compliance; and

**WHEREAS**, the Gloucester County Purchasing Agent, Peter Mercanti, is knowledgeable and qualified to fulfill the duties of the PACO.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Chosen Freeholders of the County of Gloucester that Peter Mercanti, Gloucester County Purchasing Agent is hereby designated Gloucester County Public Agency Compliance Officer for the calendar year 2013; and

**BE IT FURTHER RESOLVED** that the Division of Contract Compliance shall be notified of Mr. Mercanti's appointment.

**ADOPTED** at the Annual Stated Meeting of the Board of Chosen Freeholders of the County of Gloucester, held on January 4, 2013, at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT N. DI LELLA, CLERK**

**RESOLUTION APPOINTING A COUNTY DEPUTY TAX ASSESSOR  
FOR THE COUNTY OF GLOUCESTER**

**WHEREAS**, the State of New Jersey has enacted the Property Tax Assessment Reform Act; and

**WHEREAS**, pursuant to the Act, Gloucester County was designated as the Pilot County; and

**WHEREAS**, in accordance with N.J.S.A. 54:1-86 et seq., known as the Property Tax Assessment Reform Act, the County Assessor's Office took over the assessments of municipalities in certain Counties and more specifically County of Gloucester; and

**WHEREAS**, N.J.S.A. 54:1-91(a) provides "the governing body shall appoint Deputy County Assessor as needed"; and

**WHEREAS**, Bonnie L. Longo satisfies the qualifications of the position of County Deputy Tax Assessor, which appointment shall be for a three year term.

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

1. Bonnie L. Longo be and is hereby appointed as the Gloucester County Deputy Tax Assessor, pursuant to the Property Tax Assessment Reform Act; and
2. Bonnie L. Longo shall serve as County Deputy Tax Assessor on a full-time basis for a term of three years, commencing on May 1, 2013 and concluding on April 30, 2016; and
3. For performing the services of County Deputy Tax Assessor, Bonnie Longo shall be paid a salary established by the Board of Chosen Freeholders of the County of Gloucester and modified time to time as employee's salaries are considered; and
4. Bonnie L. Longo shall perform the duties as described in and subject to the terms and conditions of the Property Tax Assessment Reform Act.

**ADOPTED** at the Annual Stated Meeting by the Board of Chosen Freeholders of the County of Gloucester, State of New Jersey held on January 4, 2013 at Woodbury, New Jersey



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT N. DIELLA, CLERK**

**RESOLUTION AUTHORIZING THE APPOINTMENT OF A ONE STOP OPERATOR TO OVERSEE THE SERVICES PROVIDED AT THE GLOUCESTER COUNTY ONE STOP CAREER CENTER**

**WHEREAS**, consistent with the State plan, the local Workforce Investment Board with agreement of the chief elected official for Gloucester County, shall conduct oversight with respect to the one-stop delivery system in the local area; and

**WHEREAS**, a coordinated workforce readiness system in concert with an economic strategy has been developed by the Workforce Investment Board; and

**WHEREAS**, services delivered through the workforce readiness system are being delivered by personnel of the established Gloucester County One Stop Career Center; and

**WHEREAS**, the Gloucester County One Stop Career Center is in need of a One Stop Operator to assure that said services of the workforce readiness system are delivered to county residents in an effective and efficient manner; and

**WHEREAS**, the Workforce Investment Board with the agreement of the chief elected official shall designate or certify the One Stop Operator; and

**WHEREAS**, it has been further determined that the individual to be appointed is qualified and desirous of serving the Workforce Investment Board and the Board of Chosen Freeholders; and

**WHEREAS**, the Workforce Investment Board recommends Daniel Angelucci as the One Stop Operator.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Chosen Freeholders of the County of Gloucester that Daniel Angelucci be appointed as the One Stop Operator of the Gloucester County One Stop Career Center with no additional salary or benefit.

**ADOPTED** at the Annual Stated Meeting of the Board of Chosen Freeholders of the County of Gloucester and the State of New Jersey, held on January 4, 2013 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT N. DILELLA, CLERK**

**RESOLUTION ESTABLISHING THE OFFICIAL NEWSPAPERS  
FOR THE COUNTY OF GLOUCESTER FOR THE YEAR 2013**

**WHEREAS**, there exists a need to designate the official newspapers of record for the County of Gloucester; and

**WHEREAS**, the SOUTH JERSEY TIMES is published daily and located within the city of Woodbury, County of Gloucester, and has a circulation sufficient to meet all requirements to be appointed a newspaper of record for the County of Gloucester; and

**WHEREAS**, the COURIER POST is published daily in the Township of Cherry Hill, Camden County, and circulated on a daily basis within the City of Woodbury, County of Gloucester and adjacent municipalities of the County of Gloucester, and has a circulation sufficient to meet all requirements to be appointed a newspaper of record for the County of Gloucester.

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

1. The SOUTH JERSEY TIMES, of 309 S. Broad Street, Woodbury, New Jersey is hereby named and designated as an official newspaper of record of the County of Gloucester for the year 2013;
2. The COURIER POST, situated at Cuthbert Boulevard and Hampton Road, Cherry Hill, New Jersey, is hereby named and designated an official newspaper of record of the County of Gloucester for the year 2013;

This resolution shall take effect immediately.

**ADOPTED** at the Annual Stated Meeting of the Board of Chosen Freeholders of the County of Gloucester held at Woodbury, New Jersey on January 4, 2013.



**COUNTY OF GLOUCESTER**

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

**ATTEST:**

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

**RESOLUTION APPOINTING PERSONS TO THE ANIMAL SHELTER ADVISORY COMMITTEE**

**WHEREAS**, there currently exists an Animal Shelter Advisory Committee which provides valuable services to the Board of Chosen Freeholders and the County of Gloucester; and

**WHEREAS**, the Board of Chosen Freeholders desires to designate persons to serve on the Animal Shelter Advisory Committee.

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

1. **BARBARA CANCIO AND MICHAEL NICHOLLS** are hereby appointed to serve as members of the Animal Shelter Advisory Committee for the terms of three years and commencing on March 7, 2013 and terminating on March 6, 2016;
2. Said appointments are subject to and contingent upon strict compliance by the appointee to all applicable State and County financial/ethical disclosure laws, rules, regulations and requirements.

**ADOPTED** at the Annual Stated Meeting of the Board of Chosen Freeholders of the County of Gloucester held on January 4, 2013, at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

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

**ATTEST:**

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

**RESOLUTION APPOINTING MEMBERS TO  
THE GLOUCESTER COUNTY AGRICULTURAL DEVELOPMENT BOARD**

**WHEREAS**, there presently exists an Agricultural Development Board, which provides valuable services to the Board of Chosen Freeholders of the County of Gloucester; and

**WHEREAS**, the appointments of **ROBERT CURTIS and GEORGE DEAN** to the Gloucester County Agricultural Development Board expire on March 21, 2013; and

**WHEREAS**, the Board of Chosen Freeholders desires to appoint individuals to the Gloucester County Agricultural Development Board to fill said terms upon their expiration.

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

**SECTION 1: ROBERT CURTIS and GEORGE DEAN** be reappointed to the Gloucester County Agricultural Development Board for four year terms commencing March 22, 2013 and terminating March 21, 2017.

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

**ADOPTED** at the Annual Stated Meeting of the Board of Chosen Freeholders of the County of Gloucester held at Woodbury, New Jersey on January 4, 2013.



**COUNTY OF GLOUCESTER**

**ATTEST:**

**ROBERT M. DAMMINGER, DIRECTOR**

**ROBERT N. DILELLA, CLERK**

**RESOLUTION APPOINTING PERSONS TO THE  
COLLEGE BOARD OF TRUSTEES SEARCH COMMITTEE**

**WHEREAS**, there currently exists a **GLOUCESTER COUNTY COLLEGE BOARD OF TRUSTEES SEARCH COMMITTEE** which provides valuable services to the Board of Chosen Freeholders and the County of Gloucester; and

**WHEREAS**, the Board of Chosen Freeholders desires to designate persons to serve on this Committee.

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

1. The following persons are hereby appointed to serve as members of the Gloucester County College Board of Trustees Search Committee for the year 2013:

**VICKI McCALL**

**PHILLIP TARTAGLIONE**

**DR. GERALDINE MARTIN**

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

3. This resolution shall take effect immediately.

**ADOPTED** at the Annual Stated Meeting of the Board of Chosen Freeholders of the County of Gloucester held on January 4, 2013, at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

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

**ATTEST:**

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

**RESOLUTION APPOINTING MEMBERS, A CHAIRMAN AND A SECRETARY FOR THE GLOUCESTER COUNTY CONSTRUCTION BOARD OF APPEALS**

**WHEREAS**, there presently exists the Gloucester County Construction Board of Appeals which provides important services to the County of Gloucester; and

**WHEREAS**, there exists a need to appoint members, a chairman and a secretary for the Gloucester County Construction Board of Appeals; and

**WHEREAS**, funds are available for this purpose.

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

1. **JOSEPH HEITMAN and MICHAEL ROZANSKI** are hereby appointed as members, to serve four (4) year terms, effective March 21, 2013 and terminating March 20, 2017;
2. **ROBERT A. DE ANGELO** is hereby appointed Chairman and **JEANNE GIAMPOLA** is hereby appointed Secretary of the Construction Board of Appeals, effective January 1, 2013 and terminating December 31, 2013, at salaries to be determined by the Board of Chosen Freeholders of the County of Gloucester;
3. **SAID APPOINTMENTS** are subject to and contingent upon strict compliance by the Appointee with all applicable State and County financial/ethical disclosure laws, rules, regulations and requirements.

**ADOPTED** at the Annual Stated Meeting of the Board of Chosen Freeholders of the County of Gloucester held at Woodbury, New Jersey on January 4, 2013.



**COUNTY OF GLOUCESTER**

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

**ATTEST:**

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

**RESOLUTION APPOINTING REPRESENTATIVES TO THE DELAWARE VALLEY REGIONAL PLANNING COMMISSION**

**WHEREAS**, the Delaware Valley Regional Planning Commission is established by N.J.S. 32:27-8; and

**WHEREAS**, N.J.S. 32:27-9 provides that the Commission shall include as members a representative from each of the four New Jersey counties included in the Commission's area; and

**WHEREAS**, N.J.S. 32:27-10 provides that the representative from each political subdivision represented on the Commission shall be appointed by the governing body of that political subdivision. Accordingly, the Gloucester County representative is, pursuant to statute, to be appointed by the Gloucester County Board of Chosen Freeholders; and

**WHEREAS**, the appropriate representative, with knowledge of County operations and interests germane to the business of the Commission, is County Planner **RICHARD WESTERGAARD**, and the appropriate alternate is Freeholder Giuseppe Chila.

**NOW THEREFORE, BE IT RESOLVED** by the Board of Chosen Freeholders of the County of Gloucester that Richard Westergaard be and is hereby appointed as the Gloucester County representative to the Delaware Valley Regional Planning Commission, and Giuseppe (Joe) Chila is hereby appointed as the alternate, with each appointee serving, pursuant to N.J.S.32:27-10, at the pleasure of the Board of Chosen Freeholders of the County of Gloucester.

**ADOPTED** at the Annual Stated Meeting of the Board of Chosen Freeholders of the County of Gloucester held on January 4, 2013 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT N. DILELLA, CLERK**

**RESOLUTION APPOINTING MEMBERS TO THE  
EMERGENCY MANAGEMENT COUNCIL**

**WHEREAS**, the Emergency Management Council provides important services to the Board of Chosen Freeholders of the County of Gloucester; and

**WHEREAS**, the Emergency Management Council's members serve at the pleasure of the Board of Chosen Freeholders of the County of Gloucester; and

**WHEREAS**, the Board of Chosen Freeholders desires to name and appoint an individual to the Emergency Management Council for the year 2013.

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

1. The following are hereby appointed to the Emergency Management Services Council of the County of Gloucester to serve at the pleasure of the Board of Chosen Freeholders:

- |  |   |
|--|---|
| <b>Emerg. Mgt. Coord.</b>              | <b>Red Cross Director</b>                   |
| <b>Health Department</b>               | <b>Dep. Emerg. Mgt. Coord.</b>              |
| <b>Public Works Dept.</b>              | <b>Div. of Special Transportation</b>       |
| <b>Public Information Officer</b>      | <b>County Medical Examiner</b>              |
| <b>Economic Development Director</b>   | <b>County EMS Chief</b>                     |
| <b>CBRNE Team</b>                      | <b>County Prosecutor</b>                    |
| <b>Sheriff</b>                         | <b>Freeholder Liaison</b>                   |
| <b>Division of Social Services</b>     | <b>Haz. Mat. Mitigation Officer</b>         |
| <b>Co. Fire Marshal</b>                | <b>Edward Kovalevich, PSE&amp;G</b>         |
| <b>Co. Mental Health Administrator</b> | <b>Pat Robinson, Paulsboro Refining Co.</b> |
| <b>Charles Jones, Solvay Solexis</b>   | <b>John Molner, PSE&amp;G</b>               |

2. Said appointment is subject to and contingent upon strict compliance by the appointee to all applicable State and County financial/ethical disclosure laws, rules, regulations and requirements;

3. This Resolution shall take effect immediately.

**ADOPTED** at the Annual Stated Meeting of the Board of Chosen Freeholders of the County of Gloucester held on January 4, 2013, at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

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

**ATTEST:**

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

**RESOLUTION APPOINTING MEMBERS TO THE  
HUMAN RELATIONS COMMISSION FOR GLOUCESTER COUNTY**

**WHEREAS**, there has been established a Human Relations Commission for the County of Gloucester: and

**WHEREAS**, the members serve at the pleasure of the Board;

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Chosen Freeholders of the County of Gloucester that the following persons serve on the Commission for the year 2012:

- |                   |                        |
|-------------------|------------------------|
| WARDEN            | MIKE BURKE             |
| BARBARA CARTER    | MARJORIE GLICK         |
| ISABELITA ABELE   | REV. A.B. FRAZIER      |
| JACQUELINE CABAN  | W. LARRY COOPER        |
| TAWFIQ BARQAWI    | BARBARA PORDY          |
| MARY BROWN        | SHARADORA LESLIE SISCO |
| RABBI AVI RICHLER | RAFAEL MUNIZ           |
| KEN RIDINGER      | FREEHOLDER LIAISON     |
| DONNA ADAIR       |                        |

**EX OFFICIO MEMBERS:**

- |                             |                                |
|-----------------------------|--------------------------------|
| Co. Supt. Of Schools        | Pres. Rowan University         |
| Dir GC Social Services      | County Prosecutor              |
| Dir. GC Dept. of Hum. Serv. | Pres. GC College               |
| Supt. GCIT                  | Supt. GC SSSD                  |
| Pres. GC Mayor's Assoc.     | Pres. GC Police Chief's Assoc. |

**BE IT FURTHER RESOLVED** that said appointments are subject to and contingent upon strict compliance by the appointee to all applicable State and County financial/ethical disclosure laws, rules, regulations and requirements.

**ADOPTED** at the Annual Stated Meeting of the Board of Chosen Freeholders of the County of Gloucester held on January 4, 2013, at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

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

**ATTEST:**

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

26

**RESOLUTION APPOINTING MEMBERS TO THE COUNTY  
INTERAGENCY COORDINATING COUNCIL FOR CHILDREN**

**WHEREAS**, the Board of Chosen Freeholders established an INTER-AGENCY COORDINATING COUNCIL FOR CHILDREN in 1991 to assist in coordinating and providing of services to emotionally disturbed children and adolescents; and

**WHEREAS**, the members of said Council serve from year to year at the pleasure of the Board.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Chosen Freeholders of the County of Gloucester that the following persons be appointed and serve as members of said Council for a one year term beginning January 1, 2013 and terminating December 31, 2013:

**Charles Goldstein**  
State-funded agency \*

**Lisa Cerny**

**Rick Gaydos**

**Chapman Vail**

Non-profit agency

**John Zukauskas**

Non-profit agency

**Tracy Foy**

Non-profit agency

**Michael Dindak**

State-funded agency\*

**Susan Buchwald**

Provider

**Margaret Kroger**

Parent \*

**Nancy Chard-Jones**

JJC \*

**Lisa Haya**

Non-profit agency

**Beverly Lynch**

Non-profit agency

**Robert Marts**

State-funded family support org. \*

**Marguerite Howard**

Parent

**ADOPTED** at the Annual Stated Meeting of the Board of Chosen Freeholders of the County of Gloucester held on January 4, 2013 in Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

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

**ATTEST:**

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

**RESOLUTION APPOINTING A MEMBER TO THE  
GLOUCESTER COUNTY LIBRARY COMMISSION.**

**WHEREAS**, a five year term of one member of the Gloucester County Library Commission will expire on January 17, 2013; and

**WHEREAS**, the Board of Chosen Freeholders of the County of Gloucester desires to reappoint **DONNA RAGONESE** to the Gloucester County Library Commission to fill this term.

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

1. **DONNA RAGONESE** is hereby appointed to a five-year term on the Gloucester County Library Commission, said term commencing on January 18, 2013 and terminating on January 17, 2018;
2. Said appointments are subject to and contingent upon strict compliance by the appointees to all applicable State and County financial/ethical disclosure laws, rules, regulations and requirements.

**ADOPTED** at the Annual Stated Meeting of the Board of Chosen Freeholders of the County of Gloucester held on January 4, 2013, at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

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

**ATTEST:**

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

**RESOLUTION APPOINTING MEMBERS TO THE  
LOCAL ADVISORY COMMITTEE ON  
ALCOHOL & DRUG ABUSE**

**WHEREAS**, the Local Advisory Committee on Alcohol and Drug Abuse performs an important service for the Board of Chosen Freeholders; and

**WHEREAS**, the members of the Local Advisory Committee on Alcohol and Drug Abuse serve at the pleasure of the Board of Chosen; and

**WHEREAS**, the Board of Chosen Freeholders desires to appoint persons to serve on the Local Advisory Committee on Alcohol and Drug Abuse for the year 2013.

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

1. The following persons are designated as members of the Local Advisory Committee on Alcohol and Drug Abuse at the pleasure of the Board of Chosen Freeholders:

- |                                |                                      |
|--------------------------------|--------------------------------------|
| <b>Gail Slimm</b>              | <b>Annette DiBartolomeo</b>          |
| <b>Norma Ryley</b>             | <b>Clyde Eugene Isner</b>            |
| <b>Kathleen Foster</b>         | <b>Denise Welsh</b>                  |
| <b>Joyce Brown</b>             | <b>Louise Habicht</b>                |
| <b>Prosecutor's Office Rep</b> | <b>Linda Tramo</b>                   |
| <b>William Dougherty</b>       | <b>Superintendent of Schools Rep</b> |

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

3. This resolution shall take effect immediately.

**ADOPTED** at the Annual Stated Meeting of the Board of Chosen Freeholders of the County of Gloucester held on January 4, 2013 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT N. DILELLA, CLERK**

**RESOLUTION APPOINTING MEMBERS TO THE  
GLOUCESTER COUNTY LOCAL CITIZENS TRANSPORTATION  
ADVISORY BOARD**

**WHEREAS**, Gloucester County receives funds under the Senior Citizen and Disabled Resident Transportation Assistance Act for expanded transportation service for elderly and disabled residents; and

**WHEREAS**, the above referenced legislation mandates that a special committee of at least 51% consumers (senior citizens and/or handicapped persons) be established on a County level to oversee the distribution of these funds and to advise the County Board of Freeholders on any other transportation matters; and

**WHEREAS**, the Board of Chosen Freeholders of the County of Gloucester desires to appoint persons to this Committee to serve at the pleasure of the Board of Chosen Freeholders.

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

1. The following persons are hereby appointed to the Gloucester County Local Citizens Transportation Advisory Committee to serve at the pleasure of the Board of Chosen Freeholders, for a term commencing January 1, 2013 and terminating December 31, 2013:

- |  |  |
|--|--|
| Dennis Ledger<br><b>DISABLED CONSUMER</b>            | Dale Benesh<br><b>60+ DISABLED CONSUMER</b>            |
| Annette DiBartolomeo<br><b>60+ DISABLED CONSUMER</b> | Elaine Vets<br><b>60+ DISABLED CONSUMER</b>            |
| Robert Dazlich<br><b>DISABLED CONSUMER</b>           | Ronald Bowers<br><b>60+ DISABLED CONSUMER</b>          |
| Anna Marie Gonnella<br><b>TRANSPORTATION PROF.</b>   | Dennis Cook, Alternate<br><b>DISABILITY SPECIALIST</b> |
| Inez Nelson, Alternate<br><b>DISABILITY SERVICES</b> |  |

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

3. This Resolution shall take effect immediately.

**ADOPTED** at the Annual Stated Meeting of the Board of Chosen Freeholders of the County of Gloucester held at Woodbury, New Jersey on January 4, 2013.



**COUNTY OF GLOUCESTER**

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

**ATTEST:**

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

**RESOLUTION APPOINTING PERSONS TO THE  
GLOUCESTER COUNTY MENTAL HEALTH BOARD**

**WHEREAS**, there currently exists a Mental Health Board which provides valuable services to the Board of Chosen Freeholders and the County of Gloucester; and

**WHEREAS**, the Board of Chosen Freeholders desires to designate persons to serve on the Mental Health Board.

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

1. The following persons are hereby appointed to serve as members of the Gloucester County Mental Health Board for three year terms commencing on January 1, 2013 and concluding on December 31, 2015:

**ELAINE VETS  
EDWARD SMITH**

**MARGARET KEY**

3. Said appointments are subject to and contingent upon strict compliance by the appointee to all applicable State and County financial/ethical disclosure laws, rules, regulations and requirements;

4. This Resolution shall take effect immediately.

**ADOPTED** at the Annual Stated Meeting of the Board of Chosen Freeholders of the County of Gloucester held on January 4, 2013, at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

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

**ATTEST:**

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

**RESOLUTION APPOINTING GLOUCESTER COUNTY MEMBERS TO THE  
NEW JERSEY ASSOCIATION OF COUNTIES**

**WHEREAS**, there presently exists a New Jersey Association of Counties, of which the County of Gloucester is a member; and

**WHEREAS**, Article IV, Section 2 of the New Jersey Association of Counties Constitution and Bylaws outlines the procedure by which freeholder boards are to appoint their designated members to said Association.

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

1. **FREEHOLDER HEATHER SIMMONS** be and is hereby appointed to serve as a Voting Member to the New Jersey Association of Counties for calendar year 2013.
2. **FREEHOLDER JOE CHILA** be and is hereby appointed to serve as the alternate to the New Jersey Association of Counties for calendar year 2013;
3. **FREEHOLDER ADAM TALIAFERRO** be and is hereby appointed to serve as the second alternate to the New Jersey Association of Counties for calendar year 2013;

**BE IT FURTHER RESOLVED** that said appointments are subject to and contingent upon strict compliance by the appointees to all applicable State and County financial/ethical disclosure laws, rules, regulations and requirements.

**ADOPTED** at the Annual Stated Meeting by the Board of Chosen Freeholders of the County of Gloucester held on January 4, 2013 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

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

**ATTEST:**

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

**RESOLUTION APPOINTING FRANCIS A. WITT AS THE GLOUCESTER COUNTY REPRESENTATIVE TO THE NEW JERSEY PINELANDS COMMISSION FOR A THREE YEAR TERM**

**WHEREAS**, there exists a position for the Gloucester County Representative on the New Jersey Pinelands Commission; and

**WHEREAS**, the Board of Chosen Freeholders of the County of Gloucester wishes to appoint **Francis A. Witt** as the Gloucester County Representative to the New Jersey Pinelands Commission.

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

**SECTION 1.** That **Francis A. Witt** is hereby appointed as the Gloucester County Representative to the New Jersey Pinelands Commission for a three (3) year term commencing as of January 29, 2013 and expiring January 28, 2016.

**SECTION 2.** That said appointment is subject to and contingent upon strict compliance by the appointee to all applicable State and County financial/ethical disclosure laws, rules, regulations and requirements.

**ADOPTED** at the Annual Stated Meeting of the Board of Chosen Freeholders of the County of Gloucester held at Woodbury, New Jersey on January 4, 2013.



**COUNTY OF GLOUCESTER**

**ATTEST:**

**ROBERT M. DAMMINGER, DIRECTOR**

**ROBERT N. DiLELLA, CLERK**

**RESOLUTION CONSOLIDATING THE PITMAN GOLF COURSE ADVISORY COMMITTEE WITH THE PARKS AND RECREATION ADVISORY COUNCIL AND DESIGNATING THE NEW BODY AS THE PARKS AND GOLF ADVISORY COUNCIL**

**WHEREAS**, there currently exists a Pitman Golf Course Advisory Committee which was created to provide citizen input directly to elected officials on Golf Course business, activities and issues; and

**WHEREAS**, the provisions governing the Pitman Golf Course Advisory Committee are set forth in GLF 7; and

**WHEREAS**, there currently exists a Parks and Recreation Advisory Council created to provide citizen input directly to elected officials on parks and recreation matters; and

**WHEREAS**, the provisions governing the Parks and Recreation Advisory Council are set forth in PRK 7; and

**WHEREAS**, from time to time it becomes essential for government to assess its operations and reorganize the resources of its departments for increased efficiency and to better serve the public; and

**WHEREAS**, the consolidation of the Pitman Golf Course Advisory Committee and the Parks and Recreation Advisory Council into one advisory body by forming the Parks and Golf Advisory Council will assist in achieving the above stated goals.

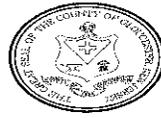
**NOW, THEREFORE, BE IT RESOLVED** that:

1. the Pitman Golf Course Advisory Committee and the Parks and Recreation Advisory Council as presently constituted shall be dissolved;
2. the Parks and Golf Advisory Council shall be created to perform all the tasks previously associated with the Parks and Recreation Advisory Council and the Pitman Golf Course Advisory Committee;
3. the appropriate County personnel are hereby authorized to make any necessary and appropriate modifications to organizational charts to reflect and accomplish such redesignation;
4. thirteen (13) citizens of the County of Gloucester shall be nominated and appointed on an annual basis who shall be registered voters thereof, and same shall serve for a one (1) year term each as members of the Parks and Golf Advisory Council to advise and consult the Board of Chosen Freeholders on matters pertaining to the efficient and proper operations of Parks and Golf facilities for the betterment of all citizens of Gloucester County. They are as follows:

- |                        |                            |
|------------------------|----------------------------|
| <b>Robert Curtis</b>   | <b>John Margie</b>         |
| <b>Thomas Bianco</b>   | <b>Phillip Tartaglione</b> |
| <b>John Daraklis</b>   | <b>V. Charles Simon</b>    |
| <b>Charles Rose</b>    | <b>Lisa Cerny</b>          |
| <b>David Yarnall</b>   | <b>Lou Deeck</b>           |
| <b>Margaret Bonner</b> | <b>Nicholas Bercute</b>    |
| <b>George Hubbs</b>    |                            |

5. Provisions GLF 7 and PRK 7 are stricken from the Administrative Code. PG 7 is hereby adopted and placed in the Administrative Code under Chapter 8; Department of Parks & Government Services.

**ADOPTED** at the Annual Stated Meeting of the Board of Chosen Freeholders of the County of Gloucester, State of New Jersey held on January 4, 2013, at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT N. DILELLA, CLERK**

PG-7 General Statement -- The Parks and Golf Advisory Council was created by Freeholder Resolution on January 4, 2013 to provide citizen input directly to elected officials on parks and recreation and golf course matters.

The Freeholder Resolution adopted on January 4, 2013 states the Board of Chosen Freeholders shall nominate and appoint on an annual basis thirteen (9) citizens of the County of Gloucester who shall be registered voters thereof, and same shall serve for a one (1) year term each as members of the Parks and Golf Advisory Council to advise and consult the Board of Chosen Freeholders on matters pertaining to the efficient and proper operations of Parks and Golf facilities for the betterment of all citizens of Gloucester County.

## **Bylaws**

### ARTICLE 1: NAME

The name of this committee shall be known as the Parks and Golf Advisory Council.

### ARTICLE II: PURPOSE

The purpose of this council will be to advise the Board of Chosen Freeholders and the Director of the Gloucester County Parks and Recreation on programs and services needed to provide quality parks, programs, activities to the residents of Gloucester County as well as the Pitman Golf Course Manager on programs and services relative to the operation of the Pitman Golf Course. The Advisory Council shall receive monthly reports from the Director of Parks and Recreation and the Pitman Golf Course Manager in order to be informed on the business of the parks and the golf facilities.

### ARTICLE III: MEMBERS

All members of this Council will be appointed by the Board of Chosen Freeholders for their interest and expertise in parks and recreation and golf activities. The number of members of the Board has been set by the Board of Chosen Freeholders at thirteen (13) members to serve at the pleasure of the Board of Chosen Freeholders. All members missing three (3) consecutive meetings without an acceptable excuse may be removed from the Council by a majority of vote of the remaining members of the Council.

### ARTICLE IV: OFFICERS

There shall be a Chairperson and Vice Chairperson of the Council. Each shall be elected from the Council members at the first meeting of the Council in January and serve a term of one (1) year and may be reelected for any number of terms. These shall be the only officers. Duties of the Chairperson shall include conducting meetings, providing an agenda of the meetings in advance, appointing subcommittee chairpersons, and advising and consulting with the Director of Parks and Recreation and the Pitman Golf Course Manager between meetings as necessary. In addition, the Chairperson shall appoint a Secretary for the Council who shall either be a member of the Council or a staff person from the Parks and Recreation Department.

### ARTICLE V: SUBCOMMITTEES

Subcommittees required for the operation of the Council's business will be appointed on and in accordance with the provisions set down in Article IV duties of the Chairperson. Ad hoc committees are appointed only for the time needed. Chairpersons will report to the Council at every meeting. The Freeholder Liaison and the Director of Parks and Recreation and the Pitman Golf Course Manager will be ex officio members of all committees of the Council and the Council.

A standing subcommittee will be formed to hear appeals requested by a customers or guests for any disciplinary action imposed by the Golf Course Manager.

## ARTICLE VI: MEMBERS

Regular meetings will be held once a month on a date to be set at the beginning of the year by the committee. The November and December meetings will be held so as not to interfere with Thanksgiving and Christmas. The meetings will be held at the same location to be set by the Committee at the January meeting. The January meeting will be designated as the Annual Reorganization Meeting. Notice of meetings with minutes from the preceding meeting and an agenda for the upcoming meeting will be mailed to each member at least one week prior to the meeting. Special meetings may be called with at least ten days' notice by the Director of Parks and Recreation and the Pitman Golf Course Manager, Freeholder Liaison, Chairperson of the Council or three members of the Council. A majority of those present and voting shall be required for a proper vote on parks and golf business. A majority of the members of the Council shall constitute a quorum for the conducting of business.

## ARTICLE VII – AMENDMENTS

These laws may be amended, repealed or added to by a two-thirds vote of at least six members present and voting at a regular special meeting provided such amendments have been submitted in writing to each member at least two weeks previous to the meeting at which they are being acted upon.

Roberts Rules of Order Revised shall be recognized as the authority for parliamentary usage at all Council meetings when not inconsistent with these By-laws.

**RESOLUTION APPOINTING MEMBERS TO THE  
GLOUCESTER COUNTY PLANNING BOARD**

**WHEREAS**, the Board of Chosen Freeholders of the County of Gloucester has established a Gloucester County Planning Board pursuant to N.J.S.A. 40:27-1; and

**WHEREAS**, there presently exists vacancies on the Gloucester County Planning Board; and

**WHEREAS**, N.J.S.A. 40:27-1 provides that appointments to the Gloucester County Planning Board shall be by the Gloucester County Board of Chosen Freeholders for three year terms; and

**WHEREAS**, it is necessary that the existing vacancies be filled and that the Gloucester County Planning Board be complete and operational.

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

1. **LOUIS PALENA and MICHAEL CAPELLI** are hereby appointed to the Gloucester County Planning Board as regular members for three-year terms commencing January 1, 2013 and terminating December 31, 2015;

2. This Resolution shall take effect immediately.

**BE IT FURTHER RESOLVED** that said appointments are subject to and contingent upon strict compliance by the appointee to all applicable State and County financial/ethical disclosure laws, rules, regulations and requirements.

**ADOPTED** at the Annual Stated Meeting of the Board of Chosen Freeholders of the County of Gloucester held on January 4, 2013, at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

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

**ATTEST:**

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

**RESOLUTION APPOINTING MEMBERS TO THE GLOUCESTER COUNTY POLICE ACADEMY ADVISORY BOARD**

**WHEREAS**, the Board of Chosen Freeholders of the County of Gloucester have established a Police Academy Advisory Board; and

**WHEREAS**, it is necessary to appoint members to the aforementioned Board for the calendar year 2013.

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

That the following members are hereby appointed to the Gloucester County Police Academy Advisory Board as representatives of the following groups of individuals to serve at the pleasure of the Board with terms commencing January 1, 2013 and terminating December 31, 2013:

- a. Citizen Members: **J. Thomas Butts, Robert J. Only, and Steven Pfeiffer;**
- b. Two Member(s) of the **Gloucester County Police Chief's Association;**
- c. Member of the **Gloucester County Prosecutor's Office;**
- d. Member of the **Gloucester County Sheriff's Office;**
- e. Member of **Gloucester County College;**
- f. Two members of the **Gloucester County Board of Chosen Freeholders.**

**BE IT FURTHER RESOLVED** that said appointments are subject to and contingent upon strict compliance by the appointee to all applicable State and County financial/ethical disclosure laws, rules, regulations and requirements; and

**BE IT FURTHER RESOLVED** that this Resolution shall take effect immediately.

**ADOPTED** at the Annual Stated Meeting of the Board of Chosen Freeholders of the County of Gloucester held on January 4, 2013, at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

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

**ATTEST:**

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

**RESOLUTION APPOINTING MEMBERS TO THE SENIOR SERVICES ADVISORY BOARD**

**WHEREAS**, there presently exists a Senior Services Advisory Board which provides valuable services to the Board of Chosen Freeholders and serves at the pleasure of the Board; and

**WHEREAS**, the Board of Chosen Freeholders desires to appoint members to the Senior Services Advisory Board for the year 2013.

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

1. The following persons are hereby appointed to the Senior Services Advisory Board for terms commencing January 1, 2013 and terminating December 31, 2013:

- |                             |                             |
|-----------------------------|-----------------------------|
| <b>Jackie DeFrank</b>       | <b>Constance Fentress</b>   |
| <b>Lin Tenaglia</b>         | <b>Maria Dunham</b>         |
| <b>Margaret Mendoza</b>     | <b>Claire Myers</b>         |
| <b>Elizabeth McCullough</b> | <b>Chester Randall</b>      |
| <b>Joyce Nuneviller</b>     | <b>Rhonda Lynne Meekins</b> |
| <b>Janice Hill</b>          | <b>Sandra Von Moltke</b>    |

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

3. This Resolution shall take effect immediately.

**ADOPTED** at the Annual Stated Meeting of the Board of Chosen Freeholders of the County of Gloucester held at Woodbury, New Jersey on January 4, 2013.



**COUNTY OF GLOUCESTER**

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

**ATTEST:**

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

**RESOLUTION APPOINTING MEMBERS TO THE  
SOLID WASTE ADVISORY COUNCIL**

**WHEREAS**, N.J.S.A. 13:1e-20 provides that to assist each Board of Chosen Freeholders in the development and formulation of the Solid Waste Management Plan, an Advisory Solid Waste Council shall be instituted; and

**WHEREAS**, the respective size, composition and membership of the Council shall be designated by the Board of Chosen Freeholders; and

**WHEREAS**, the Board of Chosen Freeholders of the County of Gloucester does hereby appoint said Council to serve at the pleasure of the Board, for terms commencing on January 1, 2013 and concluding December 31, 2013.

**NOW THEREFORE, BE IT RESOLVED** by the Board of Chosen Freeholders of the County of Gloucester that the following individuals are hereby appointed to serve as members of the Solid Waste Advisory Council, and that their term shall be at the pleasure of the Board:

**FREEHOLDER LIAISON  
JAMES McCALL  
SCOTT NORCROSS  
DALE MILLER  
RICK WESTERGAARD  
JAMES F. MESSNER**

**GREGORY SAWYER  
DON SCHNEIDER  
RICHARD POOL  
KEN ATKINSON  
ERIC AGREN  
GERALD MICHAEL**

**BE IT FURTHER RESOLVED** that said appointments are subject to and contingent upon strict compliance by the appointee to all applicable State and County financial/ethical disclosure laws, rules, regulations and requirements.

**ADOPTED** at the Annual Stated Meeting by the Board of Chosen Freeholders of the County of Gloucester held on January 4, 2013 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

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

**ATTEST:**

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

**RESOLUTION APPOINTING MEMBERS TO THE  
TRI-COUNTY WATER QUALITY CONTROL BOARD**

**WHEREAS**, the Tri-County Water Quality Control Board serves the interests of the citizens of the County of Gloucester; and

**WHEREAS**, the members selected serve at the pleasure of the Board.

**NOW THEREFORE BE IT RESOLVED** by the Board of Chosen Freeholders of the County of Gloucester that the following persons serve on the Board for the year 2013;

1. **LEO MCCABE** shall serve as an elected official's designee;
2. **DONALD FANSLAU**, shall serve as the Citizens Representative designee;
3. **FREEHOLDER LIAISON**, shall serve as the County Representative;

**BE IT FURTHER RESOLVED** that said appointments are subject to and contingent upon strict compliance by the appointees to all applicable State and County financial/ethical disclosure laws, rules, regulations and requirements.

**ADOPTED** at the Annual Stated Meeting by the Board of Chosen Freeholders of the County of Gloucester held on January 4, 2013 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

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

**ATTEST:**

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

**RESOLUTION APPOINTING MEMBERS TO THE  
TRI-COUNTY DIFFERENTIAL RESPONSE OVERSIGHT COMMITTEE**

**WHEREAS**, the Gloucester County Tri-County Differential Response Oversight Committee provides an important service to the Board of Chosen Freeholders and the County of Gloucester; and

**WHEREAS**, the members of said Committee serve at the pleasure of the Board of Chosen Freeholders; and

**WHEREAS**, the Board of Chosen Freeholders desires to appoint members to the Tri-County Differential Response Oversight Committee for the year 2013.

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

1. The following persons are hereby designated as members of the Tri-County Differential Response Oversight, to serve at the pleasure of the Board of Chosen Freeholders;

- COUNTY HUMAN SERVICES DIRECTOR**
- COUNTY HSAC CHAIRPERSON**
- DIRECTOR SOCIAL SERVICES**
- MENTAL HEALTH ADMINISTRATOR**
- SUPERINTENDENT OF SCHOOLS REPRESENTATIVE**
- DHS REPRESENTATIVE**
- JERRY CAMPBELL, AT LARGE COMMUNITY MEMBER**
- DHS REPRESENTATIVE**
- KATHRYN WAY, DYFYS AREA DIRECTOR**
- DIVISION OF WORKFORCE DEVELOPMENT REPRESENTATIVE**

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

3. This Resolution shall take effect immediately.

**ADOPTED** at the Annual Stated Meeting of the Board of Chosen Freeholders of the County of Gloucester held on January 4, 2013, at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

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

**ATTEST:**

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

**RESOLUTION APPOINTING MEMBERS TO THE  
GLOUCESTER COUNTY UTILITIES AUTHORITY**

**WHEREAS**, there is a requirement to appoint members to serve on the Gloucester County Utilities Authority; and

**WHEREAS**, there will exist two (2) vacancies on the Gloucester County Utilities Authority.

**NOW, THEREFORE BE IT RESOLVED** by the Board of Chosen Freeholders that **HOWARD BRUNER and TOM BIANCO** be and are hereby appointed as members of the Authority to fill a five-year term, commencing February 2, 2013 and terminating February 1, 2018; and

**BE IT FURTHER RESOLVED** that said appointment(s) be subject to and contingent upon strict compliance by the appointees to all applicable State and County financial/ethical disclosure laws, rules, regulations and requirements.

**ADOPTED** at the Annual Stated Meeting by the Board of Chosen Freeholders of the County of Gloucester held on January 4, 2013 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

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

**ATTEST:**

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

**RESOLUTION APPOINTING MEMBERS TO THE  
GLOUCESTER COUNTY VETERAN'S CEMETERY ADVISORY BOARD**

**WHEREAS**, the Gloucester County Board of Chosen Freeholders has made a substantial commitment to the effective and efficient operation of a final resting place for the veterans of Gloucester County; and

**WHEREAS**, there exists a County Veteran's Cemetery Advisory Board, which Board has vacancies for members; and

**WHEREAS**, the Board of Freeholders desires to fill said vacancies.

**NOW, THEREFORE, BE IT RESOLVED** that the Gloucester County Board of Chosen Freeholders hereby names the following individuals to serve on the Gloucester County Veteran's Cemetery Advisory Board for the year 2013:

- FREEHOLDER GIUSEPPE (JOE) CHILA**
- FREEHOLDER ADAM TALIFERRO**
- DUANE SARMIENTO**, Director of County Veteran's Services
- JOHN PETROSKI**, Chair, County Veteran's Advisory Committee
- ROBERT JONAS**, County Veteran's Interment Supervisor

**BE IT FURTHER RESOLVED** that said appointments are subject to and contingent upon strict compliance by the appointees to all applicable State and County financial/ethical disclosure laws, rules, regulations and requirements.

**ADOPTED** at the Annual Stated Meeting of the Board of Chosen Freeholders of the County of Gloucester held on January 4, 2013, at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

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

**ATTEST:**

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

**RESOLUTION APPOINTING MEMBERS TO THE GLOUCESTER COUNTY  
VOTING ACCESSIBILITY ADVISORY COMMITTEE**

**WHEREAS**, there exists a Gloucester County Voting Accessibility Advisory Committee who is responsible for physically inspecting each polling place in the County and for filing the polling place report, including a list of any inaccessible polling places with the Office of the Attorney General of the State of New Jersey and with the Gloucester County Board of Elections; and

**WHEREAS**, the members of said committee serve at the pleasure of the Board of Chosen Freeholders; and

**WHEREAS** the Board of Chosen Freeholders desires to appoint members to the Voting Accessibility Advisory Committee for the year 2013.

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

1. The following persons are hereby designated as members of the Gloucester County Voting Accessibility Advisory Committee, to serve at the pleasure of the Board of Chosen Freeholders for a term commencing January 1, 2013 and terminating December 31, 2013:

**Superintendent of Elections**  
**Chris Powell**  
Board of Elections  
**Lynn McClintock**  
Member Disabled Community  
**Giuseppe (Joe) Chila**  
Governing Body Member  
**Chad Bruner**  
Public Member

**Mark Harris**  
Board of Elections  
**Bernadette Forward**  
Board of Elections  
**Shawn Menzies**  
Public Member  
**Leona Mather**  
ADA Trained Member

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

3. This Resolution shall take effect immediately.

**ADOPTED** at the Annual Stated Meeting of the Board of Chosen Freeholders of the County of Gloucester held on January 4, 2013, at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

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

**ATTEST:**

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

**RESOLUTION APPOINTING PERSONS TO THE  
COMMISSION FOR WOMEN**

**WHEREAS**, there currently exists a Commission for Women which provides valuable services to the Board of Chosen Freeholders of the County of Gloucester; and

**WHEREAS**, the Board of Chosen Freeholders desires to designate persons to serve on the Commission for Women;

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

1. The following persons are hereby appointed to serve as members of the Gloucester County Commission for Women each for three year terms commencing January 1, 2013 and terminating December 31, 2015:

**NANCY REITER  
KAREN DICKEL  
SUE WEBER**

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

3. This Resolution shall take effect immediately.

**ADOPTED** at the Annual Stated Meeting of the Board of Chosen Freeholders of the County of Gloucester held at Woodbury, New Jersey on January 4, 2013.



**COUNTY OF GLOUCESTER**

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

**ATTEST:**

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

**RESOLUTION AUTHORIZING THE APPOINTMENT  
OF CERTAIN INDIVIDUALS TO SERVE AS MEMBERS  
OF THE GLOUCESTER COUNTY WORKFORCE INVESTMENT BOARD**

**WHEREAS**, investments in training and education foster high skill/high wage jobs, provide economic leadership and offer a better standard of living for our citizens; and

**WHEREAS**, to remain economically competitive, a strategy must be developed for an integrated education and job training system based on current and future local labor market demands; and

**WHEREAS**, a coordinated workforce readiness system in concert with an economic development strategy, will maximize the effectiveness of Federal, State and local resources in promoting a high quality, globally competitive workforce; and

**WHEREAS**, there exists a current county Workforce Investment Board serving the Gloucester County area; and

**WHEREAS**, it has now been determined that there is a necessity for the reappointment of certain members of the Gloucester County Workforce Investment Board, and for the appointment of new members of the Workforce Investment Board; and

**WHEREAS**, the Gloucester County Board of Chosen Freeholders has received a recommendation for the aforesaid reappointment of members and appointment of new members of said Board; and

**WHEREAS**, it has been further determined that all of the individuals to be appointed are qualified, and are desirous of serving in said Board.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Chosen Freeholders of the County of Gloucester that the following individuals be appointed to serve as members of the Gloucester County Workforce Investment Board for a three-year term commencing on January 1, 2013 and terminating on December 31, 2015:

- KENNETH BIDDICK**
- KATHY FARINACCIO**
- CHARLES IVORY, ED.D.**
- JOHN H. FISHER, III**
- MICHAEL GIRONE**

**BE IT FURTHER RESOLVED** that said appointments are subject to and contingent upon strict compliance by the appointee to all applicable State and County financial/ethical disclosure laws, rules, regulations and requirements.

**ADOPTED** at Annual Stated Meeting of the Board of Chosen Freeholders of the County of Gloucester held on January 4, 2013 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT N. DILELLA, CLERK**

**RESOLUTION APPOINTING GLOUCESTER COUNTY YOUTH SERVICES COMMISSION/JUVENILE CRIME ENFORCEMENT COALITION MEMBERS**

**WHEREAS**, the County of Gloucester has a Youth Services Commission/Juvenile Crime Enforcement Coalition; and

**WHEREAS**, the Freeholders of the County of Gloucester are desirous of appointing members of the community to serve on said commission with terms commencing on January 1, 2013 and terminating on December 31, 2013.

**NOW THEREFORE, BE IT RESOLVED** by the Board of Chosen Freeholders of the County of Gloucester that the following commissioners are hereby appointed to the Gloucester County Youth Services Commission/Juvenile Crime Enforcement Coalition:

WIA REPRESENTATIVE  
**Susan Buchwald**  
TREATMENT PROVIDER  
GC DIRECTOR HUMAN SVCS\*  
PROSECUTOR \*  
**Nicole Stemberger**  
FCIU ROBINS NEST \*  
JJC LIAISON \*  
SUPERINTENDANT OF SCHOOLS REP\*  
**Jennifer Rodriguez**  
YAP  
COUNTY REPRESENTATIVE \*  
PROSECUTOR REPRESENTATIVE  
**Gloria Goode**  
WOODBURY SCHOOLS  
COUNTY MENTAL HEALTH ADMINISTRATOR \*  
SHERIFF'S OFFICE \*  
**Judith Rivera**  
DYFS WEST \*  
**Diane Macris**  
**Deatri Johnson**  
GC JUVENILE DETENTION CTR \*  
**Jason Corter**  
**James Sampson**  
CGS CFS CGS  
**Michael Dindak**  
DYFYS  
**Mick Wiler**  
FAMILY COURT  
**Janine Faulkner**  
PUBLIC DEFENDER \*  
FREEHOLDER LIAISON

**Sue Bergmann**  
CTR. FOR FAMILY SERVICES  
**Sammuel Lindsay**  
BOYS & GIRLS CLUB  
**Shirley Douglas**  
FAMILY COURT\*  
**Sonia DeCencio**  
COMMUNITY VOLUNTEER  
**Rev. A.B. Frazier**  
RELIGIOUS \*  
**Judy Hadnett Johnson**  
ADDICTIONS SERVICES \*  
**Donna Waters**  
JUVENILE PROBATION  
**David Wentz, Jr.**  
DEPTFORD TWP. PD  
**Dr. Carole Ann Subotich, M.D.,**  
**F.A.A.P.**  
COMMUNITY VOLUNTEER  
**Robert Miles**  
PROBATION \*  
**Ken Ridinger**  
COMMUNITY VOLUNTEER  
**Dr. Frank Scambia**  
SCHOOL \*  
**Linda Strieter**  
Rutgers Cooperative 4-H  
**Judge Colleen Maier**  
JSA \*  
**P. Jeffrey Wintner**  
PUBLIC DEFENDER \*

**BE IT FURTHER RESOLVED** that said appointments are subject to and contingent upon strict compliance by the appointee to all applicable State and County financial/ethical disclosure laws, rules, regulations and requirements.

**ADOPTED** at the Annual Stated Meeting of the Board of Chosen Freeholders of the County of Gloucester held on January 4, 2013, at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

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

**ATTEST:**

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