AGENDA

7:30 p.m. Wednesday, March 27, 2013

Call to order

Salute to the flag

Open Public Meetings Statement

Roll Call

Changes to the Agenda

Approval of the regular minutes from February 20, 2013.

P-1 Proclamation to recognize Matthew Jerone Lindsay and James Robert Grelli. Matthew and James distinguished themselves by earning the "Rank of Eagle Scout" the highest award offered by the Boys Scouts of America (to be presented) (Chila).

P-2 Proclaiming March as Developmental Disabilities Awareness Month in Gloucester County (to be presented) (Barnes).

P-3 Proclamation recognizing Dr. Marvin Creamer at the 30th anniversary celebration of his historic sail around the world (previously presented) (Simmons).

P-4 Proclamation Recognizing the National Coalition of 100 Black Women, Inc. - Southern NJ Chapter – 11th Annual Candace Awards ceremony (previously presented) (Taliaferro)

INTRODUCTION

BOND ORDINANCE AUTHORIZING THE CONSTRUCTION OF VARIOUS CAPITAL IMPROVEMENTS AND THE ACQUISITION OF VARIOUS PIECES OF EQUIPMENT IN AND FOR THE COUNTY OF GLOUCESTER, NEW JERSEY; APPROPRIATING THE SUM OF $34,457,700 THEREFOR; AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION BONDS OR BOND ANTICIPATION NOTES OF THE COUNTY OF GLOUCESTER, NEW JERSEY IN THE AGGREGATE PRINCIPAL AMOUNT OF UP TO $19,380,550; MAKING CERTAIN DETERMINATIONS AND COVENANTS; AND AUTHORIZING CERTAIN RELATED ACTIONS IN CONNECTION WITH THE FOREGOING. This is the introduction to the 2013 Capital Ordinance. The purpose of this item is to provide for the first reading of an ordinance to approve the 2013 County Capital plan and provide for its funding. A public hearing and adoption vote will be scheduled for April 24, 2013.

INTRODUCTION

RESOLUTION TO EXCEED THE COUNTY BUDGET TAX LEVY LIMITS AND TO ESTABLISH A CAP BANK FOR CALENDAR YEAR 2013 IN ACCORDANCE WITH N.J.S.A. 40A:4-45.14. Introduction and first reading of this resolution will allow the County to use 3.5% vs. 2.0% in calculating its budget CAP and allow the County to "bank", or use in future years any amounts not needed in 2013. The County will not need these funds in 2013, but it is prudent to maximize options for the future. A public hearing will be scheduled prior to adoption of this resolution on April 24, 2013.

INTRODUCTION

THE 2013 BUDGET FOR THE COUNTY OF GLOUCESTER. The purpose of this item is to provide for the introduction of the 2013 County Budget. Copies have been provided to all Freeholders and are also available through the Office of the Clerk of the Board. A public hearing and vote for adoption are scheduled for April 24, 2013.

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

DEPARTMENT OF ADMINISTRATION **DIRECTOR DAMMINGER**
DEPUTY DIRECTOR CHILA

A-1 RESOLUTION AUTHORIZING A CLOSED SESSION OF THE BOARD OF CHOSEN FREEHOLDERS OF THE COUNTY OF GLOUCESTER TO DISCUSS THE STATUS OF AND POSSIBLE SETTLEMENT OF WORKERS' COMPENSATION CLAIMS CAPTIONED RICHARD FOX V. GC, C. P. NUMBER 2008-20466; DONNA RIOS V. GC, C. P. NUMBER 2008-23565; ROSEMARY HIRST V. GC, C. P. NUMBER 2010-14797; AND KENNETH WARFIELD V. GC, C.P. NUMBER 2004-26802 The general nature of the subjects to be discussed at the closed meeting of March 27, 2013, shall be the possible settlement of litigation/Workers' Compensation claims captioned Richard Fox v.

Gloucester County, Claim Petition number 2008-20466; Donna Rios v. Gloucester County, Claim Petition number 2008-23565; Rosemary Hirst v. Gloucester County, Claim Petition number 2010-14797; and Kenneth Warfield v. Gloucester County, Claim Petition number 2004-26802.

A-2 RESOLUTION AUTHORIZING EMERGENCY TEMPORARY APPROPRIATIONS. According to Statute the temporary budget is limited to 26.5% of the previous year's budget. Since our budget is not scheduled to be adopted until late April, more funds are needed in the temporary budget. Statutory provisions for an Emergency Temporary budget resolution are available for this purpose.

A-3 RESOLUTION AUTHORIZING APPROVAL OF THE BILL LISTS FOR THE MONTH OF MARCH 2013. The Treasurer of Gloucester County submits the bill list for March for Freeholder approval, including ratification of payments made to cover emergency payments made by the Division of Social Services. Upon approval, the Treasurer is then authorized to render payment to vendors appearing on the list. Checks will be mailed March 28, 2013.

A-4 RESOLUTION TO CONTRACT WITH FIRST CREDIT SERVICES, INC. FOR COLLECTION OF CERTAIN DEBTS FOR THE COUNTY AND EXISTING UNITS WITHIN THE COUNTY FROM MARCH 27, 2013 TO MARCH 26, 2014. This resolution will authorize a contract with First Credit Services, Inc. to pursue reimbursement of outstanding receivables due to the County for an amount not to exceed 15% of each debt amount collected on behalf of the County. First Credit will pursue matters/cases that do not respond to repeated demands by County staff and the Legal Department.

A-5 RESOLUTION AUTHORIZING A CONTRACT WITH GENERAL CODE, LLC FOR DOCUMENT CODIFICATION OF THE COUNTY'S ADMINISTRATIVE CODE IN AN AMOUNT NOT TO EXCEED $21,000.00 FROM MARCH 27, 2013 TO MARCH 26, 2014. This Resolution authorizes a contract with General Code, LLC for Law and Ordinance Codification, Supplementation Services and ECode360 Updates to our Administrative Code from March 27, 2013 to March 26, 2014 for an amount not to exceed $21,000.00. This service related to this contract is technical and unique, is extraordinary and unspecifiable, and is an exception to the Local Public Contracts Law, as described and provided in R. 40A:11-5(1)(a).

A-6 RESOLUTION TO CONTRACT WITH TYCO INTEGRATED SECURITY, LLC FOR THE MAINTENANCE OF THE DOOR LOCK ENTRY SYSTEMS CURRENTLY INSTALLED AT VARIOUS COUNTY FACILITIES THROUGH STATE CONTRACT #A77349 IN AN AMOUNT NOT TO EXCEED $39,426.54 FROM MARCH 27, 2013 TO MARCH 26, 2014. Tyco Integrated Security, formerly known as ADT Security Services, Inc. installed a Security Access Control System in various County buildings per Contract and Resolutions dated 9/20/06 and 7/11/07. Tyco Integrated Security will perform routine maintenance on all currently installed Casi-Rusco/Lenel Access Control equipment at the below listed facilities from 3/27/13 through 3/26/14:

Shady Lane Complex, 256 County House Road
Administration Building, 2 South Broad St.
Prosecution / Corrections, 70 Hunter Street
Vehicle Car Wash, 1200 N. Delsea Drive
IT Building, 1200 N. Delsea Drive
911 Building, 1200 N. Delsea Drive
Animal Shelter, 1200 N. Delsea Drive
Govt. Services/Engineering/Planning, 1200 N. Delsea Drive
Budd Building, 115 Budd Boulevard
Board of Social Services, 400 Hollydell
Board of Elections, 550 Grove Road
Five Point Building, 211 County House Road
Holly Building/Health Dept., 204 East Holly Avenue
Mantua Highway Building, 45 Lenape Avenue
Golf Course, 501 Pitman Road

A-7 RESOLUTION AUTHORIZING THREE CONTRACTS WITHIN THE JURISDICTION OF THE NEW JERSEY BOARD OF PUBLIC UTILITIES WITH VERIZON BUSINESS NETWORK SERVICES, INC. TO PROVIDE SEPARATE COMPONENTS OF VOICE SERVICES, TWO WITH TERMS FROM MARCH 27, 2013 TO MARCH 26, 2016 IN AMOUNTS NOT TO EXCEED $750,000.00 AND $30,000.00 RESPECTIVELY, AND THE THIRD WITH A TERM FROM MARCH 27, 2013 TO MARCH 26, 2015 IN AN AMOUNT NOT TO EXCEED $200,000.00. Under the jurisdiction of the New Jersey Board of Public Utilities, this Resolution authorizes three contracts with Verizon Business Network Services, Inc. with offices at 500 Technology Drive, Weldon Spring, MO 63304 to provide:

Contract #1- Local, regional toll and long distance voice services, which includes 197 phone lines, 14 PRI T1's carrying 2,260 phone numbers and including maintenance to the D-marc. This is a (3) year Contract from March 27, 2013 to March 26, 2016 in an amount not to exceed $750,000.00.

Contract #2- DID "direct inward dial service" for 2,260 numbers keeping a minimum of 1425 numbers over 6 PRI circuits. This is a three (3) year Contract from March 27, 2013 to March 26, 2016 in an amount not to exceed $30,000.00.

Contract #3- DS1 service over 14 P2P T1'S carrying both voice and radio traffic between County building and Emergency Response Radio sites. Phone services include maintenance to the D-marc 63304. This is a two (2) year Contract from March 27, 2013 to March 26, 2015 in an amount not to exceed $200,000.00.

The New Jersey Board of Public Utilities is the state agency with authority to oversee the regulated industries, including telecommunications services, and the subject of these contracts are within the jurisdiction of the New Jersey Board of Public Utilities and accordingly may be awarded without public advertising for bids or bidding pursuant to N.J.S.A. 40A:11-5(f).

DEPARTMENT OF PUBLIC SAFETY, VETERANS AFFAIRS & ELECTIONS — **DEPUTY DIRECTOR CHILA**
FREEHOLDER TALIAFERRO

B-1 RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO COOPER NOTIFICATION, INC., FOR CONTINUING SERVICES OF THE ROAM SECURE ALERT NETWORK SYSTEM (GLOUCESTER ALERT), FOR A TOTAL CONTRACT AMOUNT OF $35,000.00, FROM JANUARY 1, 2013 TO DECEMBER 31, 2013. Resolution authorizing the award of a contract to Cooper Notification, Inc., the service related to this contract is an expansion and ultimately the support and maintenance or proprietary hardware and software which is integrally related to existing security systems previously installed in the County and is an exception to the Local Public Contracts Law and described and provided in N.J.S.A. 40A:11-5(1)(dd). This is a text messaging system which is capable of sending 18,000 text messages per minute during an emergency. The general public may subscribe to this service by clicking the link on the county's web site. Governmental entities within the county are also able to utilize the service as the County purchased a franchise license. The contract has been awarded consistent with the fair and open provisions of the Gloucester County Administrative Code and with N.J.S.A. 19:44A-20.4 et seq., which exempt this contract from competition because vendor has certified that it has not previously made and will not make a disqualifying contribution during the term of the contract.

B-2 RESOLUTION CONFIRMING THE AWARD OF EMERGENCY CONTRACT TO NAT ALEXANDER, INC., IN THE TOTAL AMOUNT OF $51,885.00 FOR MOBILE CASCADE SYSTEM TASKED WITH FILLING SCBA (SELF CONTAINED BREATHING APPARATUS) AIR BOTTLES AND CARTRIDGE ADAPTERS FOR EMERGENCY RESPONDERS DURING THE TRAIN DERAILMENT IN PAULSBORO. This Resolution confirms the award under and pursuant to the emergency provisions of the Local Public Contracts Law, and regulations promulgates thereunder, to Nat Alexander, Inc., in the total amount of $51,885.00, due to the declared disaster involving the train derailment in Paulsboro on November 30, 2012, a mobile cascade system was needed to fill SCBA air bottles used by our first responders. Cartridge adapters were also replaced as needed. This was a breathing air trailer refilling center manned and on-site over a 3 week period.

DEPARTMENT OF ECONOMIC DEVELOPMENT & PUBLIC WORKS — **FREEHOLDER SIMMONS**
FREEHOLDER BARNES

C-1 RESOLUTION TO CONTRACT WITH THE GLOUCESTER COUNTY INSTITUTE OF TECHNOLOGY TO PROVIDE SUMMER EMPLOYMENT SERVICES FOR "AT RISK" YOUTH FROM APRIL 1, 2013 TO SEPTEMBER 30, 2013 IN AN AMOUNT NOT TO EXCEED $128,225.00. This Resolution is to authorize a contract with the Gloucester County Institute of Technology (GCIT) in an amount not to exceed $128,225.00. The contract will be from April 1, 2013 to September 30, 2013. The County will operate a Summer Youth Program during the 2013 summer months—July 8, 2013 to August 16, 2013. The GCIT will oversee this program. This program is being supported with Workforce Investment Act Youth funding. The Workforce Investment Board and One Stop staff will be involved with oversight of the program. A minimum of 35 youth are expected to participate. The youth will receive a stipend of $8.00 per hour for 30 hours per week for six (6) weeks. Based on student enrollment and interest, the Youth Summer Program will offer the following work programs.

1. Landscaping Work Program
2. Paint Crew Work Program
3. Culinary Arts Work Program
4. Commercial Building/Maintenance Work Program
5. Gloucester County College Maintenance Work Program

The locations of the work activities include:

1. Gloucester County Education Campus
2. Glassboro Food Bank, 123 High Street, Glassboro, NJ 08028
3. Pitman Golf Course, 501 Pitman Road, Sewell, NJ 08080
4. Scotland Run Park, 980 East Academy Street, Clayton, N.J. 08322

C-2 RESOLUTION AWARDING CONTRACT TO JC MAGEE SECURITY SOLUTIONS FOR THE SUPPLY OF LOCKING HARDWARE AND LOCKSMITH SERVICES FROM APRIL 6, 2013 TO APRIL 5, 2015 IN AN AMOUNT NOT TO EXCEED $50,000.00 PER YEAR. This Resolution awards a contract to JC Magee Security Solutions as per PD-013-010 for the supply of locking hardware and locksmith services needed throughout various County buildings from April 6, 2013 to April 5, 2015 for an amount not to exceed $50,000.00 per year with the County having the option of extending the contract for one (1) two (2) year term or two (2) one (1) year terms.

C-3 RESOLUTION AUTHORIZING THE PURCHASE OF LABOR AND MATERIALS FROM COMMERCIAL INTERIORS DIRECT FOR INSTALLATION OF CARPETING IN VARIOUS COUNTY BUILDINGS THROUGH STATE CONTRACT #A81755 FROM MARCH 27, 2013 TO MARCH 26, 2014 IN AN AMOUNT NOT TO EXCEED $75,000.00. This Resolution will authorize use of State Contract #A81755 for labor and materials to be provided by Commercial Interiors Direct for installation of carpeting

in various County buildings. This contract is necessary for the renovation and maintenance of County buildings.

C-4 RESOLUTION AUTHORIZING CHANGE ORDER DECREASE #03-FINAL WITH SOUTH STATE, INC. IN THE AMOUNT OF -$86,915.84. The Resolution will authorize Contract Change Order Decrease #03-Final with South State, Inc. (202 Reeves Road Bridgeton, NJ 08302) for final adjustments in quantities to reflect as-built conditions in the amount of -$86,915.84 regarding the County road improvement project known as "Resurfacing and Safety Improvements to Buck Road (CR553) from 1000' N. of Clayton Avenue (CR608) to the Salem County Line in the Townships of Elk & Franklin, Gloucester County," Federal Project #STP-0144(109), Engineering Project #11-03FA. This project is 100% Federally Funded.

C-5 RESOLUTION AUTHORIZING A CONTRACT WITH ZONE STRIPING, INC. FROM MARCH 27, 2013 TO OCTOBER 31, 2014 IN THE AMOUNT OF $539,333.77. The Resolution will authorize and approve the County entering into a contract with Zone Striping, Inc. (501 New Jersey Avenue Glassboro, NJ 08028) in the amount of $539,333.77 for the construction of the roadway improvement project known as "Gloucester County Roadway Safety Project Various Municipalities Throughout Gloucester County", Federal Project No STP-COOS(339), Engineering Project #12-04 (hereinafter the "Project"). This contract is proposed to be awarded based upon bids that were publicly received and opened by the County for the Project on Wednesday, February 20, 2013. Zone Striping, Inc. has been determined to be the lowest responsive and responsible bidder for the Project. This project will consist of construction of raised pavement markers, flexible delineators, guide rail replacement (including removal of old guide rail end sections and construction of current compliant end section, removal and reinstallation of guide rail to meet current material standards), traffic stripes, long life, epoxy resin for edge lines, centerline, lane lines, etc. on various County roadways. Also to be constructed are traffic markings, lines and symbols as well as removal of traffic stripes and markings. This project is anticipated to be completed 120 days after notice to proceed is issued by the County. This project is 100% Federally Funded.

DEPARTMENT OF HEALTH & EDUCATION — **FREEHOLDER BARNES**, **FREEHOLDER SIMMONS**

DEPARTMENT OF SOCIAL & HUMAN SERVICES — **FREEHOLDER NESTORE**, **DEPUTY DIRECTOR CHILA**

E-1 RESOLUTION AUTHORIZING AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE COUNTY AND THE NEW JERSEY DEPARTMENT OF HUMAN SERVICES REGARDING MEDICAID APPLICATION/REDETERMINATION PROCESSING. The State of New Jersey, Department of Human Services has advised that an amendment to the existing MOU is necessary which will: **(a)** decrease the dollar amount per case for each County; **(b)** set forth the County's agreement to the performance targets listed therein; and **(c)** acknowledge and confirm agreement to meet the service/activity parameters. All other terms and provisions of the original Memorandum of Understanding not amended herein shall remain in full force and effect.

E-2 RESOLUTION AUTHORIZING AMENDMENT TO RESOLUTION ADOPTED ON JUNE 20, 2012 TO CHANGE THE YEAR OF GRANT FROM FISCAL YEAR (FY'2013) TO CALENDAR YEAR (CY'2013) FOR THE SENIOR CITIZEN AND DISABLED RESIDENT TRANSPORTATION ASSISTANCE ACT GRANT RECEIVED THROUGH NJ TRANSIT. At the direction of NJ Transit, the Division of Transportation is amending the resolution, RESOLUTION AUTHORIZING FILING OF AN APPLICATION WITH NJ TRANSIT AND THE U.S. DEPARTMENT OF TRANSPORTATION, FOR A GRANT UNDER THE FEDERAL TRANSIT ACT (FTA) TO RECEIVE FY'2013 SECTION 5311 RURAL TRANSPORTATION GRANT FUNDS, FROM JULY 1, 2012 TO JUNE 30, 2013, IN THE TOTAL AMOUNT OF $212,994.00, adopted on June 20, 2012 to read CY'2013, not FY'2013.

DEPARTMENT OF GOVERNMENT SERVICES — **FREEHOLDER WALLACE**, **FREEHOLDER SIMMONS**

F-1 RESOLUTION AUTHORIZING A STATE CONTRACT #A61618 WITH GLOBAL-TEL LINK CORPORATION FOR TELEPHONE SERVICES FOR THE INMATES AT THE COUNTY DEPARTMENT OF CORRECTIONAL SERVICES FROM MARCH 3, 2013 TO MARCH 2, 2014. This Resolution is to provide phone services for the Gloucester County Department of Correctional Services from Global-Tel Link Corporation through State Contract #A61618. This will be of no cost to the County. The County will receive commissions of 56% on all phone call made.

F-2 RESOLUTION AUTHORIZING THE EXECUTION OF ALL DOCUMENTS RELATIVE TO THE APPLICATION FOR THE DRIVING UNDER THE INFLUENCE SOBRIETY CHECKPOINT & SATURATION PATROL PROGRAM GRANT THROUGH THE NJ DIVISION OF HIGHWAY TRAFFIC SAFETY IN THE AMOUNT OF $24,000.00 FROM OCTOBER 1, 2013 TO SEPTEMBER 30, 2014. The Gloucester County Prosecutor's Office, Crash Investigation Unit has applied for a Driving Under the Influence (DUI) Sobriety Checkpoint and Saturation Patrol grant in the amount of $24,000.00 for the period of October 1, 2013 to September 30, 2014. The grant is being made available by the New Jersey Division of Highway Traffic Safety to conduct various DUI Sobriety Checkpoints and Saturation Patrols

throughout Gloucester County. The grant will be responsible for the reimbursement to officers of the selected municipalities, in order to pay their overtime. The objective is to reduce the percentage of impaired driving related fatal crashes and the reduction of injury and property damage. The reimbursement rate will be $55.00 per hour, allowing for 436 hours of sobriety checkpoints and saturation patrols throughout Gloucester County. Each municipality that conducts a sobriety checkpoint or saturation patrol, will forward all copies of payroll records for the officers that worked for reimbursement.

F-3 RESOLUTION AUTHORIZING A SHARED SERVICES AGREEMENT FOR PARTICIPATION IN AN AUTOMATED LICENSE PLATE RECOGNITION (ALPR) SYSTEM NETWORK FOR DATA SHARING WITH THE TOWNSHIP OF GLOUCESTER. The Gloucester County Prosecutor's Office wishes to share data associated with the Gloucester Township Police Department's ALPR system for the exchange of information with no cost to either party. The sharing of this information is mutually beneficial for intelligence gathering purposes. The Township of Gloucester passed a resolution on January 13, 2013 authorizing this Shared Services Agreement.

F-4 RESOLUTION ACCEPTING DONATION OF SYLVANIA 32 LC HDTV, SERIAL NUMBER DS5B1047191776 FROM TARGET CORPORATION TO THE COUNTY PROSECUTOR'S OFFICE. As a result of an investigation between Target Corporation and the Gloucester County Prosecutor's Office, a Sylvania 32 LC HDTV, Serial Number DS5B1047191776, was recovered. Target Corporation now wishes to offer the Sylvania 32 LC HDTV to the Gloucester County Prosecutor's Office to be utilized for any law enforcement purpose of that office.

F-5 RESOLUTION TO PURCHASE ONE (1) 2013 FORD ESCAPE FOR THE GLOUCESTER COUNTY CLERK'S OFFICE, FOR A TOTAL CONTRACT AMOUNT OF $19,082.00, FROM HERTRICH FLEET SERVICES, INC. This Resolution authorizes the award of a contract to Hertrich Fleet Services, Inc., with an address at 1427 Bay Road, Milford, DE 19963, as the lowest responsive, responsible bidder regarding County bid PD-13-007 for the supply of one (1) 2013 or newer Ford Escape FWD 4 Door S or equal to, for use by the County of Gloucester and existing units within the county. The contract is for a total contract amount of $19,082.00.

DEPARTMENT OF PARKS & LAND PRESERVATION **FREEHOLDER TALIAFERRO**
FREEHOLDER BARNES

G-1 RESOLUTION TO ACQUIRE A DEVELOPMENT EASEMENT ON THE FARM PROPERTY OF NORMAN E. STILES AND DEBORAH L. MCGEE, LOCATED IN THE TOWNSHIP OF FRANKLIN, KNOWN AS BLOCK 6401, LOT 44, CONSISTING OF APPROXIMATELY 25.180 ACRES, FOR THE AMOUNT OF $125,900.00. The Office of Land Preservation is preserving this farm property in cooperation with the State Agriculture Development Committee (SADC) and Franklin Township through the Township's Municipal Farmland Preservation Program. Through this program the Township, County, and SADC are each responsible for a portion of the $125,900.00 acquisition costs associated with this property. The County will initially be providing funds for the purchase of the said development easement in the amount of $105,756.00, and Franklin Township will be providing funds in the amount of $20,144.00, for a total purchase price of $125,900.00 (based on the certified value of $5,000.00 per acre). The SADC will reimburse the County the sum of $85,612.00 for their portion of the total acquisition price either at or before settlement. As this property made application through the Franklin Township Municipal Farmland Preservation Program, the County is not responsible for any costs in relation to the required professional work necessary for settlement (appraisals, survey work, title work). Settlement on this property is expected to occur within the next two months.

G-2 RESOLUTION TO ACQUIRE A DEVELOPMENT EASEMENT ON THE FARM PROPERTY OF DANIEL LENZI, SR. AND IRENE L. LENZI, LOCATED IN THE TOWNSHIP OF FRANKLIN, KNOWN AS BLOCK 6601, LOT 20, CONSISTING OF APPROXIMATELY 38.315 ACRES, FOR THE AMOUNT OF $103,412.19. The Office of Land Preservation is preserving this farm property in cooperation with the State Agriculture Development Committee (SADC) and Franklin Township through the Township's Municipal Farmland Preservation Program. Through this program the Township, County, and SADC are each responsible for a portion of the $103,412.19 acquisition costs associated with this property. The County will initially be providing funds for the purchase of the said development easement in the amount of $89,816.11, and Franklin Township will be providing funds in the amount of $13,596.08, for a total purchase price of $103,412.19 (based on the certified value of $2,699.00 per acre). The SADC will reimburse the County the sum of $76,220.03 for their portion of the total acquisition price either at or before settlement. As this property made application through the Franklin Township Municipal Farmland Preservation Program, the County is not responsible for any costs in relation to the required professional work necessary for settlement (appraisals, survey work, title work). Settlement on this property is expected to occur within the next two months.

G-3 RESOLUTION TO ACQUIRE A DEVELOPMENT EASEMENT ON THE FARM PROPERTY OF ANDREW BELLONE JR. AND THOMAS L. BELLONE, LOCATED IN THE TOWNSHIP OF FRANKLIN, KNOWN AS BLOCK 6002, LOT 67 AND LOT 73, CONSISTING OF APPROXIMATELY 50.382 ACRES, FOR THE AMOUNT OF $244,352.70. The Office of Land Preservation is preserving this farm property in cooperation with the State Agriculture Development Committee (SADC) and Franklin Township through the Township's Municipal Farmland Preservation Program. Through this program the Township, County, and SADC are each responsible for a portion of the $244,352.70 acquisition costs associated with this property. The County will initially be providing funds for the purchase of the said development easement in the amount of $205,558.56, and Franklin Township will be providing funds in the amount of $38,794.14, for a total purchase price of $244,352.70 (based on the certified value of $4,850.00 per acre). The SADC will reimburse the County the sum of $166,764.42 for their portion of the total acquisition price either at or before settlement. As this property made application through the Franklin Township Municipal Farmland Preservation Program, the County is not responsible for any costs in relation to the required professional

work necessary for settlement (appraisals, survey work, title work). Settlement on this property is expected to occur within the next two months.

Old Business

New Business

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

Adjournment

MINUTES

7:30 p.m. Wednesday, February 20, 2013

Call to order

Salute to the flag

Open Public Meetings Statement

Roll Call

	Present	Absent
Nestore	X	
Wallace	X	
Chila	X	
Simmons	X	
Barnes	X	
Taliaferro	X	
Damminger	X	

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

Changes to the Agenda

Approval of the regular minutes from February 6, 2013.

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila	X		X		
Simmons		X	X		
Barnes			X		
Taliaferro					X
Damminger			X		

Comments: N/A

47322 Proclamation Presenting a Certificate from the Freeholders and a Certificate on behalf of NJAC along with a $550 PSE&G Scholarship check to recipient Renae Gannon.

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

OPEN

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila	X		X		
Simmons		X	X		
Barnes			X		
Taliaferro			X		
Damminger			X		

Comments: Lee Lucas of Gibbstown had a question regarding A-1 and the deductible.

CLOSE

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila	X		X		
Simmons		X	X		
Barnes			X		
Taliaferro			X		
Damminger			X		

Comments: N/A

DEPARTMENT OF ADMINISTRATION **DIRECTOR DAMMINGER**
DEPUTY DIRECTOR CHILA

47323 RESOLUTION ACKNOWLEDGING SETTLEMENT OF THE UNDERINSURED MOTORIST CLAIM (UIM) IN THE MATTER OF DOMINIC CAMA V. TRAVELERS.

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila	X		X		
Simmons		X	X		
Barnes			X		
Taliaferro			X		
Damminger			X		

Comments: N/A

47324 RESOLUTION AUTHORIZING THE FILING OF A SPENDING PLAN RELATIVE TO A 2012 RECYCLING ENHANCEMENT ACT TAX FUND ENTITLEMENT PURSUANT TO P.L. 2007 C.311 ET SEQ.

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila	X		X		
Simmons		X	X		
Barnes			X		
Taliaferro			X		
Damminger			X		

Comments: N/A

47325 RESOLUTION AUTHORIZING APPROVAL OF THE BILL LISTS FOR THE MONTH OF FEBRUARY 2013.

	Motion	Second	Yes	No	Abstain
Nestore			X		13-00227 13-00827 12-00895
Wallace			X	Pg. 105-106	13-00827
Chila	X		X		
Simmons		X			X
Barnes			X		13-00982 12-07679
Taliaferro			X		
Damminger			X		

Comments: N/A

47326 RESOLUTION AUTHORIZING THE PURCHASE OF SOFTWARE MAINTENANCE FOR THE YEAR 2013 FROM EDMUNDS & ASSOCIATES, INC., FOR A TOTAL CONTRACT AMOUNT OF $35,254.00 PURSUANT TO N.J.S.A. 40A:11-5DD.

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila	X		X		
Simmons		X	X		
Barnes			X		
Taliaferro			X		
Damminger			X		

Comments: N/A

47327 RESOLUTION AUTHORIZING A SPLIT RFP FROM FEBRUARY 20, 2013 TO FEBRUARY 19, 2014 TO: 1) TODD & BLACK INC., FOR AN AMOUNT NOT TO EXCEED $25,000.00; 2) STEVEN M. BARTELT, MAI FOR AN AMOUNT NOT TO EXCEED $25,000.00; AND 3) SHEEHAN REAL ESTATE APPRAISAL AND CONSULTING LLC FOR AN AMOUNT NOT TO EXCEED $25,000.00.

	Motion	Second	Yes	No	Abstain
Nestore				X	
Wallace				X	
Chila	X		X		
Simmons		X	X		
Barnes			X		
Taliaferro			X		
Damminger			X		

Comments: N/A

47328 RESOLUTION AUTHORIZING THE COUNTY OF GLOUCESTER TO ENTER INTO COOPERATION AGREEMENT WITH THE TOWNSHIP OF GREENWICH FOR ASSESSMENT SERVICES.

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila	X		X		
Simmons		X	X		
Barnes			X		
Taliaferro			X		
Damminger			X		

Comments: N/A

47329 RESOLUTION TO LEASE A COURTROOM AND APPURTENANT SPACE TO THE STATE OF NEW JERSEY FOR USE AS THE SUPERIOR COURT, CHANCERY DIVISION, GENERAL EQUITY PART FOR VICINAGE 15 FROM MARCH 1, 2013 TO FEBRUARY 28, 2023.

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila	X		X		
Simmons		X	X		
Barnes			X		
Taliaferro			X		
Damminger			X		

Comments: N/A

47330 RESOLUTION REVISING THE COUNTY PURCHASING MANUAL BY AMENDING ADMINISTRATIVE CODE SECTION PUR-6.

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila	X		X		
Simmons		X	X		
Barnes			X		
Taliaferro			X		
Damminger			X		

Comments: N/A

47331 RESOLUTION APPOINTING MICHELLE INFANTE-CASELLA TO THE GLOUCESTER COUNTY AGRICULTURE DEVELOPMENT BOARD.

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila	X		X		
Simmons		X	X		
Barnes			X		
Taliaferro			X		
Damminger			X		

Comments: N/A

47332 RESOLUTION OF THE BOARD OF CHOSEN FREEHOLDERS OF THE COUNTY OF GLOUCESTER, NEW JERSEY AUTHORIZING AND CONSENTING TO THE REFUNDING OF CERTAIN OUTSTANDING BONDS OF THE GLOUCESTER COUNTY IMPROVEMENT AUTHORITY ISSUED TO FINANCE THE COSTS OF ACQUISITION OF CERTAIN CAPITAL EQUIPMENT AND/OR CONSTRUCTION OF CERTAIN INFRASTRUCTURE IMPROVEMENTS IN, BY AND FOR THE COUNTY THROUGH THE ISSUANCE OF COUNTY GUARANTEED LEASE REVENUE REFUNDING BONDS, SERIES A OF 2013 BY THE AUTHORITY TO PROVIDE FINANCING FOR SUCH PROJECT.

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila	X		X		
Simmons		X	X		
Barnes			X		
Taliaferro			X		
Damminger			X		

Comments: N/A

DEPARTMENT OF PUBLIC SAFETY, VETERANS AFFAIRS & ELECTIONS

DEPUTY DIRECTOR CHILA
FREEHOLDER TALIAFERRO

47333 RESOLUTION CONFIRMING THE AWARD OF EMERGENCY CONTRACT TO ARAMSCO, INC., IN THE TOTAL AMOUNT OF $107,124.30, FOR PERSONAL PROTECTIVE EQUIPMENT FOR USE DURING THE TRAIN DERAILMENT IN PAULSBORO.

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila	X		X		
Simmons			X		
Barnes			X		
Taliaferro		X	X		
Damminger			X		

Comments: N/A

47334 RESOLUTION AUTHORIZING THE EXECUTION OF A LICENSE AGREEMENT WITH PICTOMETRY INTERNATIONAL FOR DIGITAL AERIAL IMAGERY AND FOR THE PURCHASE OF CHANGEFINDR SOFTWARE TO BE USED BY THE DEPARTMENT OF EMERGENCY RESPONSE AND TAXATION DEPARTMENT, FROM GSA CONTRACT # GS-35F-801N, IN AN AMOUNT NOT TO EXCEED $200,000.00.

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila	X		X		
Simmons			X		
Barnes			X		
Taliaferro		X	X		
Damminger			X		

Comments: N/A

DEPARTMENT OF ECONOMIC DEVELOPMENT & PUBLIC WORKS

FREEHOLDER SIMMONS
FREEHOLDER BARNES

47335 RESOLUTION ESTABLISHING THE SPEED LIMIT ON COUNTY ROUTE 605, WOODSTOWN ROAD AND KINGS HIGHWAY, IN THE TOWNSHIPS OF WOOLWICH AND SOUTH HARRISON, AND BOROUGH OF SWEDESBORO.

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila			X		
Simmons	X		X		
Barnes		X	X		
Taliaferro			X		
Damminger			X		

Comments: N/A

47336 RESOLUTION ESTABLISHING THE SPEED LIMIT ON COUNTY ROUTE 620 (KINGS HWY./ SALEM AVE./FERRY RD./CENTER SQUARE RD.) IN WOOLWICH TOWNSHIP AND THE BOROUGH OF SWEDESBORO.

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila			X		
Simmons	X		X		
Barnes		X	X		
Taliaferro			X		
Damminger			X		

Comments: N/A

47337 RESOLUTION AUTHORIZING THE EXECUTION OF A MAINTENANCE AND JURISDICTIONAL AGREEMENT BETWEEN THE COUNTY, THE TOWNSHIP OF WOOLWICH, THE STATE OF NEW JERSEY DEPARTMENT OF TRANSPORTATION AND THE NEW JERSEY TURNPIKE AUTHORITY FOR INTERCHANGE 2 IMPROVEMENT PROJECT AT THE INTERSECTION OF ROUTE 322 IN WOOLWICH TOWNSHIP.

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila			X		
Simmons	X		X		
Barnes		X	X		
Taliaferro			X		
Damminger			X		

Comments: N/A

47338 RESOLUTION AUTHORIZING A SHARED SERVICES AGREEMENT WITH THE BOROUGH OF WENONAH REGARDING THE USE OF THE COUNTY'S PUBLIC WORKS/FLEET MANAGEMENT FUEL FORCE SYSTEM TO SUPPLY THE BOROUGH OF WENONAH'S VEHICLES WITH GASOLINE AND DIESEL FUEL.

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila			X		
Simmons	X		X		
Barnes		X	X		
Taliaferro			X		
Damminger			X		

Comments: N/A

47339 RESOLUTION AUTHORIZING AMENDMENT TO CONTRACT WITH MAJESTIC OIL COMPANY, INC., PD-10-018, PER THE NJ DEPARTMENT OF TREASURY, DIVISION OF PURCHASE AND PROPERTY (DPP), AFTER THE JOURNAL OF COMMERCE (JOC) WAS PURCHASED BY OIL PRICE INFORMATION SERVICE (OPIS), AFFECTING DAILY INDEX PRICING AS OF JANUARY 2, 2013.

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila			X		
Simmons	X		X		
Barnes		X	X		
Taliaferro			X		
Damminger			X		

Comments: N/A

DEPARTMENT OF HEALTH & EDUCATION

FREEHOLDER BARNES
FREEHOLDER SIMMONS

47340 RESOLUTION AUTHORIZING THE EXECUTION OF AN AMENDMENT TO CONTRACT BETWEEN THE COUNTY AND MARYVILLE, INC. TO INCREASE THE CONTRACT AMOUNT BY $24,200.00.

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila			X		
Simmons		X	X		
Barnes	X		X		
Taliaferro			X		
Damminger			X		

Comments: N/A

47341 RESOLUTION AUTHORIZING THE EXECUTION OF AN AMENDMENT TO CONTRACT BETWEEN THE COUNTY AND CENTER FOR FAMILY SERVICES, INC. TO DECREASE THE CONTRACT AMOUNT BY $2,000.00.

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila			X		
Simmons		X	X		
Barnes	X		X		
Taliaferro			X		
Damminger			X		

Comments: N/A

47342 RESOLUTION AUTHORIZING AN AGREEMENT WITH THE NATIONAL ASSOCIATION OF COUNTY & CITY HEALTH OFFICIALS FOR A "MINI GRANT" IN AN AMOUNT NOT TO EXCEED $4,000.00 FROM JANUARY 5, 2013 TO JULY 31, 2013.

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila			X		
Simmons		X	X		
Barnes	X		X		
Taliaferro			X		
Damminger			X		

Comments: N/A

47343 RESOLUTION AUTHORIZING CONTRACTS WITH THE FOLLOWING ENTITIES FROM JANUARY 1, 2013 TO DECEMBER 31, 2013:

ENTITY	MAXIMUM CONTRACT AMOUNT
GLOUCESTER COUNTY DEPARTMENT OF HEALTH, SENIOR SERVICES AND DISABILITY SERVICES	$49,000.00
GLOUCESTER COUNTY DIVISION OF SOCIAL SERVICES	$132,245.00;
ALL ABOUT CARE, LLC	$57,200.00;
GLOUCESTER COUNTY DEPARTMENT OF HUMAN SERVICES	$80,995.00;
GLOUCESTER COUNTY DEPARTMENT OF HEALTH	$26,790.00

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila			X		
Simmons		X	X		
Barnes	X		X		
Taliaferro			X		
Damminger			X		

Comments: N/A

DEPARTMENT OF SOCIAL & HUMAN SERVICES

FREEHOLDER NESTORE
DEPUTY DIRECTOR CHILA

DEPARTMENT OF GOVERNMENT SERVICES

FREEHOLDER WALLACE
FREEHOLDER SIMMONS

47344 RESOLUTION AUTHORIZING A CONTRACT WITH KEEFE COMMISSARY NETWORK FOR COMMISSARY SERVICES FOR THE COUNTY DEPARTMENT OF CORRECTIONAL SERVICES FROM FEBRUARY 2, 2013 TO FEBRUARY 1, 2015 WITH EXTENSION OPTIONS.

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace	X		X		
Chila			X		
Simmons		X	X		
Barnes			X		
Taliaferro			X		
Damminger			X		

Comments: N/A

47345 RESOLUTION AUTHORIZING A CONTRACT TO WILLIAM R. CAREY & CO., INC., FOR BROKER SERVICES IN PLACING INDIVIDUAL AND AGGREGATE EXCESS LOSS MEDICAL COVERAGE FOR INMATES AT THE COUNTY DEPARTMENT OF CORRECTIONAL SERVICES FROM MARCH 1, 2013 TO FEBRUARY 28, 2014 FOR AN AMOUNT NOT TO EXCEED $179,041.00.

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace	X		X		
Chila			X		
Simmons		X	X		
Barnes			X		
Taliaferro			X		
Damminger			X		

Comments: N/A

47346 RESOLUTION AUTHORIZING PURCHASE OF AUTOMATED LICENSE PLATE READER (ALPR) EQUIPMENT AND ACCESSORIES FROM GENERAL SALES ADMINISTRATION *T/A* MAJOR POLICE SUPPLY THROUGH STATE CONTRACT NUMBER A80311 FOR AN AMOUNT NOT TO EXCEED $100,000.00.

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace	X		X		
Chila			X		
Simmons		X	X		
Barnes			X		
Taliaferro			X		
Damminger			X		

Comments: N/A

47347 RESOLUTION AUTHORIZING RENEWAL APPLICATION FOR THE COUNTY PROSECUTOR'S OFFICE DRUNK DRIVING ENFORCEMENT FUND GRANT THROUGH THE DIVISION OF HIGHWAY SAFETY FOR GRANT PERIOD FROM JULY 1, 2012 TO JUNE 30, 2013 IN THE TOTAL AMOUNT OF $15,000.00.

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace	X		X		
Chila			X		
Simmons		X	X		
Barnes			X		
Taliaferro			X		
Damminger			X		

Comments: N/A

47348 RESOLUTION AUTHORIZING RENEWAL OF THE STOP VIOLENCE AGAINST WOMEN ACT (VAWA) GRANT THROUGH THE NJ DIVISION OF CRIMINAL JUSTICE IN THE AMOUNT OF $25,401.00, WITH MATCHING FUNDS IN THE AMOUNT OF $8,467.00, FOR A TOTAL AMOUNT OF $33,868.00 FROM JULY 1, 2012 TO JUNE 30, 2013.

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace	X		X		
Chila			X		
Simmons		X	X		
Barnes			X		
Taliaferro			X		
Damminger			X		

Comments: N/A

DEPARTMENT OF PARKS & LAND PRESERVATION

FREEHOLDER TALIAFERRO
FREEHOLDER BARNES

47349 RESOLUTION REQUESTING COST SHARE FUNDING IN THE AMOUNT OF $6 MILLION DOLLARS FROM THE STATE AGRICULTURE DEVELOPMENT COMMITTEE FOR THE ACQUISITION OF DEVELOPMENT EASEMENTS ON SEVEN (7) PROPERTIES PREVIOUSLY ACQUIRED THROUGH THE COUNTY PLANNING INCENTIVE GRANT APPLICATION VIA THE COUNTY FARMLAND PRESERVATION PROGRAM.

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila			X		
Simmons			X		
Barnes		X	X		
Taliaferro	X		X		
Damminger			X		

Comments: N/A

47350 RESOLUTION AUTHORIZING MODIFICATION TO PARKS AND RECREATION FEES FOR SERVICES AND SUMMER PROGRAMS.

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila			X		
Simmons			X		
Barnes		X	X		
Taliaferro	X		X		
Damminger			X		

Comments: N/A

Old Business

New Business

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

OPEN

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila	X		X		
Simmons		X	X		
Barnes			X		
Taliaferro			X		
Damminger			X		

Comments: Lee Lucas of Gibbstown had questions regarding wireless.

CLOSE

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila	X		X		
Simmons		X	X		
Barnes			X		
Taliaferro			X		
Damminger			X		

Comments: N/A

Adjournment 7:57 PM

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila	X		X		
Simmons		X	X		
Barnes			X		
Taliaferro			X		
Damminger			X		

Comments: N/A

P1

In Recognition of
Matthew Jerone Lindsay
Achieving Rank of Eagle Scout

WHEREAS, the Gloucester County Board of Chosen Freeholders would like to take this time to honor and recognize **Matthew Jerone Lindsay** on his achievements as a member of the Boy Scouts of America, Troop 17; and

WHEREAS, Matthew joined the Cub Scouts Pack 132 of Gibbstown at the age of 9 and progressed from Tiger Cub, to Webelos. **Matthew** crossed over into the Gibbstown Boy Scout Troop 17 achieving the ranks of Scout, Tenderfoot, Second Class, First Class, Star and Life. On August 5, 2012, **Matthew** distinguished himself by earning the ***"Rank of Eagle Scout"***, the highest award offered by the Boy Scouts of America; and

WHEREAS, Matthew has earned 28 Merit Badges, 21 of which are required for his Eagle Scout Ranking. He has exhibited exceptional leadership throughout his time in the Boy Scouts, serving in the positions of Senior Patrol Leader, Assistant Senior Patrol Leader, Chaplains Aide, Troop Guide and Patrol Leader; and

WHEREAS, Matthew has performed 96 hours of community service and camped 89 days with his Troop. **Matthew's** special achievements include Arrow of Light, Fireman Chit, Totin Chip, Turn for America, NOA Camping Award and Order of The Arrow (Ordeal Status); and

WHEREAS, Matthew exhibited his commitment to public service by selecting as his Eagle Scout project a Reflection Garden at his Church, the 2nd Baptist Church in Paulsboro, New Jersey. **Matthew** designed and supervised a group of Scouts and Volunteers to construct this garden in which he has named after his late mother Carole. This garden will forever be named "Carole's Garden"; and

NOW THEREFORE, BE IT PROCLAIMED, that I, Robert M. Damminger, as Director, and on behalf of the 2013 Gloucester County Board of Chosen Freeholders, Giuseppe (Joe) Chila, Lyman Barnes, Vincent H. Nestore, Jr., Heather Simmons, Adam J. Taliaferro and Larry Wallace **do hereby honor and recognize Matthew Jerone Lindsay for his leadership, personal achievements and dedicated service to his community as a member of the Boy Scouts of America, Troop 17.**

IN WITNESS WHEREOF, the Director and Clerk have caused these presents to be executed and the seal of the County of Gloucester to be affixed this 27th day of March, 2013.

Robert M. Damminger
Freeholder Director

Giuseppe (Joe) Chila
Freeholder Deputy Director

Lyman Barnes
Freeholder

Vincent H. Nestore, Jr.
Freeholder

Heather Simmons
Freeholder

Adam J. Taliaferro
Freeholder

Larry Wallace
Freeholder

Attest: _____
Robert N. DiLella, Clerk

P1

In Recognition of
James Robert Grelli
Achieving Rank of Eagle Scout

WHEREAS, the Gloucester County Board of Chosen Freeholders would like to take this time to honor and recognize **James Robert Grelli** on his achievements as a member of the Boy Scouts of America, Troop 17; and

WHEREAS, James joined the Cub Scouts Pack 132 of Gibbstown at the age of 7 and progressed from Tiger Cub, to Webelos. On April 1, 2006, **James** crossed over into the Gibbstown Boy Scout Troop 17 achieving the ranks of Scout, Tenderfoot, Second Class, First Class, Star and Life. On March 25, 2012, **James** distinguished himself by earning the ***"Rank of Eagle Scout"***, the highest award offered by the Boy Scouts of America,; and

WHEREAS, James has earned 28 Merit Badges, 21 of which are required for his Eagle Scout Ranking. He has exhibited exceptional leadership throughout his time in the Boy Scouts, serving in the positions of Troop Quarter Master and Assistant Senior Patrol Leader; and

WHEREAS, James has camped 108 nights, participated in multiple service projects totaling 131 hours and is a certified BSA Life Guard; and

WHEREAS, James exhibited his commitment to public service by selecting as his Eagle Scout project a Reflection Area in the Memorial Avenue Park in Gibbstown, New Jersey. **James** designed and supervised the construction of a Garden area which includes the installation of 3 Flag Poles and Park Benches. This Reflection Area provides the opportunity for visitors to sit and reflect; and

NOW THEREFORE, BE IT PROCLAIMED, that I, Robert M. Damminger, as Director, and on behalf of the 2013 Gloucester County Board of Chosen Freeholders, Giuseppe (Joe) Chila, Lyman Barnes, Vincent H. Nestore, Jr., Heather Simmons, Adam J. Taliaferro and Larry Wallace **do hereby honor and recognize James Robert Grelli for his leadership, personal achievements and dedicated service to his community as a member of the Boy Scouts of America, Troop 17.**

IN WITNESS WHEREOF, the Director and Clerk have caused these presents to be executed and the seal of the County of Gloucester to be affixed this 27th day of March, 2013.

Robert M. Damminger
Freeholder Director

Giuseppe (Joe) Chila
Freeholder Deputy Director

Lyman Barnes
Freeholder

Vincent H. Nestore, Jr.
Freeholder

Heather Simmons
Freeholder

Adam J. Taliaferro
Freeholder

Larry Wallace
Freeholder

Attest: _____
Robert N. DiLella, Clerk

P2

PROCLAIMING MARCH, 2013
DEVELOPMENTAL DISABILITY AWARENESS MONTH
GLOUCESTER COUNTY, NJ

WHEREAS, all Americans are entitled to have access to community services, individualized supports and other forms of assistance that promote self-determination, independence, productivity and inclusion; and

WHEREAS, it is estimated that 4.8 million people in the U.S. are living with intellectual or developmental disabilities and approximately 200,000 of these individuals live in the state of New Jersey; and

WHEREAS, the observance of **Developmental Disability Awareness Month** has been recognized nationally since 1987, when then-President Ronald Reagan called for the American people to build understanding and encouragement, and to provide new opportunities for individuals in the U.S. living with intellectual or developmental disabilities; and

WHEREAS, The Gloucester County Board of Chosen Freeholders would like to **recognize March, 2013 as Developmental Disabilities Month** in Gloucester County; and

WHEREAS, individuals with developmental disabilities are capable and creative and every person, regardless of ability, has valuable strengths, infinite capacity to learn and the potential to make important contributions within their communities; and

WHEREAS, public awareness and education enhance a community's understanding of the issues affecting people with developmental disabilities; and

WHEREAS, the Board of Chosen Freeholders recognizes and appreciates the organizations such as **The ARC** in their focus on community inclusion for individuals with intellectual and other developmental disabilities. It is through their day habilitation and work programs, including community employment and workshops that individuals with disabilities can live happy and productive lives; and

WHEREAS, we honor **The Arc Gloucester**, celebrating 56 years of service, and all agencies and individuals whose mission is to offer a lifetime of services and supports to enable people with developmental disabilities to work, live and learn as equal citizens in their community; and

NOW THEREFORE, BE IT PROCLAIMED, that I, Robert M. Damminger, as Director, and on behalf of the 2013 Gloucester County Board of Chosen Freeholders, Giuseppe (Joe) Chila, Lyman Barnes, Vincent H. Nestore, Jr., Heather Simmons, Adam J. Taliaferro and Larry Wallace **recognize March 2013 as Developmental Disability Awareness Month in Gloucester County** and encourage the citizens of Gloucester County to give their full support to the efforts empowering people with developmental disabilities to live full and productive lives of inclusion in our communities.

IN WITNESS WHEREOF, the Director and Clerk have caused these presents to be executed and the seal of the County of Gloucester to be affixed this 27th day of March, 2013.

Robert M. Dammiuger
Freeholder Director

Giuseppe (Joe) Chila
Freeholder Deputy Director

Lyman Barnes
Freeholder

Vincent H. Nestore, Jr.
Freeholder

Heather Simmons
Freeholder

Adam J. Taliaferro
Freeholder

Larry Wallace
Freeholder

Attest: _____
Robert N. DiLella, Clerk

P3

HONORING
DR. MARVIN CREAMER
ON THE
30TH ANNIVERSARY OF HIS HISTORIC VOYAGE AROUND THE WORLD

WHEREAS, *it is the distinct pleasure of the Gloucester County Board of Chosen Freeholders to recognize Dr. Marvin Creamer on the celebration of the 30th Anniversary of his epic voyage by sailboat around the world without the use of navigational equipment; and*

WHEREAS, *on December 21, 1982, Dr. Marvin Creamer and his crew departed from Cape May, NJ and sailed the world on the Globe Star Voyage, without the use of a compass, sextant or electronic navigation instruments, a feat that has never been duplicated, and returned to the Cape May starting point on May 17, 1984 ; and*

WHEREAS, *Dr. Marvin Creamer has had a life-long fascination with geography and sailing, and is the "patron saint" of the Department of Geography at Rowan University, sharing with faculty, students and alumni the realization of his dream to sail around the world without navigational equipment, showcasing his incredible abilities to decode the meaning of water currents and wind patterns and to rely on the color and composition of the sea, cloud formations, the horizon, drifting objects, birds and insects to successfully and safely steer vessel and crew to the completion of this world renowned voyage; and*

WHEREAS, *Dr. Marvin Creamer has never ceased to contribute to Rowan and it's faculty and students by sharing his experiences and the lesson on how to live one's life to the fullest. Through the Marvin Creamer Scholarship Fund he will continue to inspire students for decades to come and share his enthusiasm, intellectual curiosity and spirit of adventure; and*

NOW, THEREFORE, BE IT PROCLAIMED, *that I, Robert M. Damminger, as Director, and on behalf of the 2013 Gloucester County Board of Chosen Freeholders, Giuseppe (Joe) Chila, Lyman Barnes, Vincent H. Nestore, Jr., Heather Simmons, Adam Taliaferro and Larry Wallace do hereby honor and congratulate Dr. Marvin Creamer on the 30th anniversary of his historic voyage around the world.*

IN WITNESS WHEREOF, *the Board of Chosen Freeholders have caused these presents to be executed and the seal of the County of Gloucester to be affixed this 23rd day of March, 2013.*

Robert M. Damminger
Freeholder Director

Giuseppe (Joe) Chila
Freeholder Deputy Director

Lyman Barnes
Freeholder

Vincent H. Nestore, Jr.
Freeholder

Heather Simmons
Freeholder

Adam Taliaferro
Freeholder

Larry Wallace
Freeholder

ATTEST: _____
Robert N. DiLella, Clerk

P4

RECOGNIZING THE NATIONAL COALITION OF 100 BLACK WOMEN, INC. - SOUTHERN NJ CHAPTER – 11TH ANNUAL CANDACE AWARDS CEREMONY

WHEREAS, *on Saturday, March 23, 2013, the National Coalition of 100 Black Women, Inc. – Southern New Jersey Chapter will hold its 11th Annual Candace Women of Achievement Awards Ceremony and Luncheon recognizing Candace "Jewels of Excellence"; and*

WHEREAS, *the Candace Women of Achievement Award recognizes individuals who have made a major contribution to the African American community through their achievement, character and service; and*

WHEREAS, *the 2013 11th Annual Candace Women of Achievement recipients are Constance Chisom Orji – Arts and Culture; The Honorable Gabriela M. Mosquera – Civic Awareness; Sheila D. Parker – Community Service; Rita Mack – Corporate Trailblazer; Carolyn Carter Wade – Economic Development; Faye E. Robinson – Education; Lachelle E. Smith – Health; The Honorable Chris Christie – Humanitarian; Evangelist Barbara J. Torres – Religious Leader; Dr. Catherine K. Tanksley-Bowe – Science and Technology; Sharnice Jones – Youth Leader; Lillie Wells – NCBW Southern NJ Chapter Champion; and Elizabeth Hawkins, Marlo Wilson and Na'jee Wilson – NCBW Southern NJ Chapter President's Award Recipients; and*

NOW, THEREFORE, BE IT PROCLAIMED, *that I, Robert M. Damminger, as Director, and on behalf of the 2013 Gloucester County Board of Chosen Freeholders, Giuseppe (Joe) Chila, Lyman Barnes, Vincent H. Nestore, Jr., Heather Simmons, Adam J. Taliaferro, and Larry Wallace do hereby recognize the National Coalition of 100 Black Women, Inc., Southern New Jersey Chapter and award the honorees for their contributions to the citizens of Gloucester County.*

IN WITNESS WHEREOF, *the Board of Chosen Freeholders have caused these presents to be executed and the seal of the County of Gloucester to be affixed this 23th day of March, 2013.*

Robert M. Damminger
Freeholder Director

Giuseppe (Joe) Chila
Freeholder Deputy Director

Lyman Barnes
Freeholder

Vincent H. Nestore, Jr.
Freeholder

Heather Simmons
Freeholder

Adam J. Tailiaferro
Freeholder

Larry Wallace
Freeholder

ATTEST:

Robert N. DiLella, Clerk

COUNTY OF GLOUCESTER, NEW JERSEY

ORDINANCE NO. _____

BOND ORDINANCE AUTHORIZING THE CONSTRUCTION OF VARIOUS CAPITAL IMPROVEMENTS AND THE ACQUISITION OF VARIOUS PIECES OF EQUIPMENT IN AND FOR THE COUNTY OF GLOUCESTER, NEW JERSEY; APPROPRIATING THE SUM OF $34,457,700 THEREFOR; AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION BONDS OR BOND ANTICIPATION NOTES OF THE COUNTY OF GLOUCESTER, NEW JERSEY IN THE AGGREGATE PRINCIPAL AMOUNT OF UP TO $19,380,550; MAKING CERTAIN DETERMINATIONS AND COVENANTS; AND AUTHORIZING CERTAIN RELATED ACTIONS IN CONNECTION WITH THE FOREGOING

BE IT ORDAINED by the Board of Chosen Freeholders of the County of Gloucester, New Jersey (not less than two-thirds of all the members thereof affirmatively concurring), pursuant to the provisions of the Local Bond Law, Chapter 169 of the Laws of 1960 of the State of New Jersey, as amended and supplemented ("Local Bond Law"), as follows:

Section 1. The purposes described in Section 7 hereof are hereby authorized as general improvements to be made or acquired by the County of Gloucester, New Jersey ("County").

Section 2. It is hereby found, determined and declared as follows:

(a) the estimated amount to be raised by the County from all sources for the purposes stated in Section 7 hereof is $34,457,700;

(b) the estimated amount of bonds or bond anticipation notes to be issued for the purposes stated in Section 7 hereof is $19,380,550; and

(c) a down payment in the amount of $1,004,950 for the purposes stated in Section 7 hereof is currently available in accordance with the requirements of Section 11 of the Local Bond Law, N.J.S.A. 40A:2-11.

Section 3. The sum of $19,380,550, to be raised by the issuance of bonds or bond anticipation notes, together with the sum of $1,004,950, which amount represents the required down payment, together with state and federal grants in the amount of $14,072,200, are hereby appropriated for the purposes stated in this bond ordinance ("Bond Ordinance").

Section 4. The issuance of negotiable bonds of the County in an amount not to exceed $19,380,550 to finance the costs of the purposes described in Section 7 hereof is hereby authorized. Said bonds shall be sold in accordance with the requirements of the Local Bond Law.

Section 5. In order to temporarily finance the purposes described in Section 7 hereof, the issuance of bond anticipation notes of the County in an amount not to exceed $19,380,550 is hereby authorized. Pursuant to the Local Bond Law, the County Treasurer is hereby authorized to sell part or all of the bond anticipation notes from time to time at public or private sale and to deliver the same to the purchasers thereof upon receipt of payment of the purchase price plus accrued interest from their date to delivery thereof. The County Treasurer is hereby directed to report in writing to the Board of Chosen Freeholders at the meeting next succeeding the date when any sale or delivery of the bond anticipation notes pursuant to this Bond Ordinance is made. Such report must include the amount, the description, the interest rate and the maturity schedule of the bond anticipation notes sold, the price obtained and the name of the purchaser.

Section 6. The amount of the proceeds of the obligations authorized by this Bond Ordinance which may be used for the payment of interest on such obligations, accounting, engineering, legal fees and other items as provided in Section 20 of the Local Bond Law, N.J.S.A. 40A:2-20, shall not exceed the sum of $3,000,000.

Section 7. The improvements hereby authorized and the purposes for which said obligations are to be issued; the estimated costs of each said purpose; the amount of down payment for each said purpose; the amount of grants for each said purpose; the maximum amount of obligations to be issued for each said purpose and the period of usefulness of each said purpose within the limitations of the Local Bond Law are as follows:

	Purpose/Improvement	Estimated Total Cost	Down Payment	Grants	Amount of Obligations	Period of Usefulness
A.	Reconstruction and/or Renovation to various Gloucester County College Buildings, together with the acquisition of all materials and equipment and completion of all work necessary therefor or related thereto, all as more particularly described in the records on file in the office of the Superintendent of Buildings and Grounds	$300,000	$0	$0	$300,000	20 years
B.	Reconstruction and/or Renovation to various County Parks, together with the acquisition of all materials and equipment and completion of all work necessary therefor or related thereto, all as more particularly described in the records on file in the office of the Director of Parks and Recreation	88,000	4,500	0	83,500	15 years
C.	Construction, Reconstruction and/or Repair to various County Roadways, together with the acquisition of all materials and equipment and completion of all work necessary therefor or related thereto, all as more particularly described in the records on file in the office of the Public Works Director	7,975,000	121,250	5,550,000	2,303,750	10 years
D.	Construction, Reconstruction and/or Repair of various Intersections in the County, together with the acquisition of all materials and equipment and completion of all work necessary therefor or related thereto, all as more particularly described in the records on file in the office of the Public Works Director	$8,049,200	0	$8,049,200	$0	10 years
E.	Construction, Reconstruction and/or Repair of various Drains, Bridges and Dams in the County, together with the acquisition of all materials and equipment and completion of all work necessary therefor or related thereto, all as more particularly described in the records on file in the office of the Public Works Director	561,500	5,000	473,000	83,500	20 years
F.	Acquisition of Computer and Phone Equipment, together with the acquisition of all materials and equipment and completion of all work necessary therefore or related thereto, all as more particularly described in the records on file in the office of the Director of Information Technology	260,000	13,000	0	247,000	5 years
G.	Acquisition and Installation of a "911" Emergency Response System including, but not limited to, the construction of and/or improvement to buildings and towers, together with the acquisition of all material and equipment and completion of all work necessary therefor or related thereto, all as more particularly described in the records on file in the office of the Director of Emergency Response	16,100,000	805,000	0	15,295,000	15 years
H.	Acquisition of Emergency Medical Services Equipment, together with the acquisition of all material and equipment and completion of all work necessary therefor or related thereto, all as more particularly described in the records on file in the office of the Director of Emergency Response	250,000	12,500	0	237,500	5 years

	Purpose/Improvement	Estimated Total Cost	Down Payment	Grants	Amount of Obligations	Period of Usefulness
I.	Purchase of Heavy Equipment, together with the acquisition of all materials and equipment and completion of all work necessary therefore or related thereto, all as more particularly described in the records on file in the office of the Public Works Director	874,000	43,700	0	830,300	15 years
	TOTAL	**$34,457,700**	**$1,004,950**	**$14,072,200**	**$19,380,550**	

Section 8. The average period of useful life of the several purposes for the financing of which this Bond Ordinance authorizes the issuance of bonds or bond anticipation notes authorized for said several purposes, is not less than 14.17 years.

Section 9. Grants or other monies received from any governmental entity, in addition to those described in Section 7 above, will be applied to the payment of, or repayment of, obligations issued to finance, the costs of the purposes described in Section 7 above.

Section 10. The supplemental debt statement provided for in Section 10 of the Local Bond Law, N.J.S.A. 40A:2-10, was duly filed in the office of the Clerk of the Board of Chosen Freeholders prior to the passage of this Bond Ordinance on first reading and a complete executed duplicate original thereof has been filed in the Office of the Director of the Division of Local Government Services in the Department of Community Affairs of the State of New Jersey. The supplemental debt statement shows that the gross debt of the County, as defined in Section 43 of the Local Bond Law, N.J.S.A. 40A:2-43, is increased by this Bond Ordinance by $19,380,550 and that the obligations authorized by this Bond Ordinance will be within all debt limitations prescribed by said Local Bond Law.

Section 11. The full faith and credit of the County are irrevocably pledged to the punctual payment of the principal of and interest on the bonds or bond anticipation notes authorized by this Bond Ordinance, and to the extent payment is not otherwise provided, the County shall levy ad valorem taxes on all taxable real property without limitation as to rate or amount for the payment thereof.

Section 12. The Capital Budget is hereby amended to conform with the provisions of this Bond Ordinance to the extent of any inconsistency therewith, and the resolution promulgated by the Local Finance Board showing full detail of the amended Capital Budget and Capital Program as approved by the Director of the Division of Local Government Services, is on file with the Clerk of the Board of Chosen Freeholders and available for inspection.

Section 13. The County hereby declares its intent to reimburse itself from the proceeds of the bonds or bond anticipation notes authorized by this Bond Ordinance pursuant to Income Tax Regulation Section 1.150-2(e), promulgated under the Internal Revenue Code of 1986, as amended ("Code"), for "original expenditures", as defined in Income Tax Regulation Section 1.150-2(c)(2), made by the County prior to the issuance of such bonds or bond anticipation notes.

Section 14. The County hereby covenants as follows:

(a) it shall take all actions necessary to ensure that the interest paid on the bonds or bond anticipation notes authorized by this Bond Ordinance is exempt from the gross income of the owners thereof for federal income taxation purposes, and will not become a specific item of tax preference pursuant to Section 57(a)(5) of the Code;

(b) it will not make any use of the proceeds of the bonds or bond anticipation notes or do or suffer any other action that would cause the bonds or bond anticipation notes to be "arbitrage bonds" as such term is defined in Section 148(a) of the Code and the Regulations promulgated thereunder;

(c) it shall calculate or cause to be calculated and pay, when due, the rebatable arbitrage with respect to the "gross proceeds" (as such term is used in Section 148(f) of the Code) of the bonds or bond anticipation notes;

(d) it shall timely file with the Internal Revenue Service, such information report or reports as may be required by Sections 148(f) and 149(e) of the Code; and

(e) it shall take no action that would cause the bonds or bond anticipation notes to be "federally guaranteed" within the meaning of Section 149(b) of the Code.

Section 15. The improvements authorized hereby are not current expenses and are improvements that the County may lawfully make. No part of the cost of the improvements authorized hereby has been or shall be specially assessed on any property specially benefited thereby.

Section 16. All ordinances, or parts of ordinances, inconsistent herewith are hereby repealed to the extent of such inconsistency.

Section 17. In accordance with the Local Bond Law, this Bond Ordinance shall take effect twenty (20) days after the first publication thereof after final passage.

Date of Introduction: **March 27, 2013**

Date of Final Adoption: **April 24, 2013**

RESOLUTION TO EXCEED THE COUNTY BUDGET TAX LEVY LIMITS AND TO ESTABLISH A CAP BANK FOR GLOUCESTER COUNTY CALENDAR YEAR 2013 IN ACCORDANCE WITH N.J.S.A. 40A: 4-45.14

WHEREAS, the Local Government Cap Law, N.J.S.A. 40A: 4-45.1 et seq., provides that in the preparation of its annual budget, a County shall limit any increase in said budget to 2.0% unless authorized by resolution to increase it to 3.5% over the previous year's tax levy, subject to certain exceptions; and,

WHEREAS, N.J.S.A. 40A: 4-45.15b provides that a County may, when authorized by resolution, appropriate the difference between the amount of its actual tax levy and the 3.5% percentage rate as an exception to its tax levy in either of the next two succeeding years; and,

WHEREAS, the Board of Chosen Freeholders of the County of Gloucester finds it advisable and necessary to increase its CY 2013 budget by up to 3.5% over the previous year's tax levy, in the interest of promoting the health, safety and welfare of the citizens; and,

WHEREAS, the Board of Chosen Freeholders hereby determines that a 3.5 % increase in the budget for said year, amounting to $1,411,711.08 in excess of the $1,882,281.44 increase in tax levy otherwise permitted by the Local Government Cap Law, is advisable and necessary; and,

WHEREAS, the Board of Chosen Freeholders hereby determines that any amount authorized hereinabove that is not appropriated as part of the final budget shall be retained as an exception to tax levy in either of the next two succeeding years.

NOW THEREFORE BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester, a majority of the full authorized membership of this governing body affirmatively concurring, that, in the CY 2013 budget year, the tax levy of the County of Gloucester shall, in accordance with this resolution and N.J.S.A. 40A: 4-45.14, be increased by 3.5 %, amounting to $3,293,992.52, and that the CY 2013 County budget for the County of Gloucester be approved and adopted in accordance with this resolution; and,

BE IT FURTHER RESOLVED, that any amount authorized hereinabove that is not appropriated as part of the final budget shall be retained as an exception to tax levy in either of the next two succeeding years; and,

BE IT FURTHER RESOLVED, that a certified copy of this resolution shall be filed with the Director of the Division of Local Government Services within five (5) days of introduction, said Resolution to be presented to the Gloucester County Board of Chosen Freeholder at the regular meeting to be held on March 27, 2013; and

BE IT FURTHER RESOLVED, that a certified copy of this resolution upon adoption, with the recorded vote included thereon, shall be filed with said Director within five (5) days after such public hearing and adoption, scheduled for April 24, 2013.

COUNTY OF GLOUCESTER

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ROBERT DAMMINGER, DIRECTOR

ATTEST:

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ROBERT N. DI LELLA, CLERK

A1

RESOLUTION AUTHORIZING A CLOSED SESSION OF THE BOARD OF CHOSEN FREEHOLDERS OF THE COUNTY OF GLOUCESTER TO DISCUSS THE STATUS OF AND POSSIBLE SETTLEMENT OF WORKERS' COMPENSATION CLAIMS CAPTIONED RICHARD FOX V. GC, C. P. NUMBER 2008-20466; DONNA RIOS V. GC, C. P. NUMBER 2008-23565; ROSEMARY HIRST V. GC, C. P. NUMBER 2010-14797; AND KENNETH WARFIELD V. GC, C.P. NUMBER 2004-26802

WHEREAS, the Board of Chosen Freeholders of the County of Gloucester is subject to the requirements of the Open Public Meetings Act, N.J.S.A. 10:4-6 et. seq.; and

WHEREAS, the Open Public Meetings Act of the State of New Jersey generally requires that all meetings of public bodies be open to the public; and

WHEREAS, the Open Public Meetings Act further provides that a public body may exclude the public from a portion of a meeting at which the public body discusses items enumerated in the Open Public Meetings Act at N.J.S.A. 10:4-12b, which items are recognized as requiring confidentiality; and

WHEREAS, it is necessary and appropriate for the Board of Chosen Freeholders of the County of Gloucester to discuss certain matters in a meeting not open to the public consistent with N.J.S.A. 10:4-12b.

NOW, THEREFORE BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester, pursuant to the Open Public Meetings Act of the State of New Jersey that:

1. The Board of Chosen Freeholders of the County of Gloucester shall hold a closed meeting, from which the public shall be excluded, on *March 27, 2013.*

2. The general nature of the subjects to be discussed at said closed meeting shall be the status of an possible settlement of Workers' Compensation claims captioned: (a) Richard Fox v. Gloucester County, Claim Petition No. 2008-20466; (b) Donna Rios v. Gloucester County, Claim Petition No. 2008-23565; (c) Rosemary Hirst v. Gloucester County, Claim Petition No. 2010-14797; and (d) Kenneth Warfield v. Gloucester County, Claim Petition No. 2004-26802;

3. The minutes of said closed meeting shall be made available for disclosure to the public, consistent with N.J.S.A. 10:4-13, when the items which are the subject of the closed session discussion are resolved and a reason for confidentiality no longer exists.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, State of New Jersey, held on Wednesday, March 27, 2013 at Woodbury, New Jersey.

COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DI LELLA, CLERK

A2

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 $13,815,553.50.

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:

PUBLIC WORKS FUNCTION

1. Sheriff's Office	
Salaries & Wages	10,000.00
Other Expense	10,000.00
2. Prosecutor	
Other Expenses	16,000.00

HEALTH AND HUMAN SERVICES

1. Education & Disability Services	
Salaries & Wages	15,000.00
2. Senior Services	
Salaries & Wages	25,000.00
3. Human Services	
Salaries & Wages	70,000.00
4. Division of Social Services	
Salaries & Wages	35,000.00

LANDFILL/SOLID WASTE DISPOSAL

1. Soil Safe-Contractual Obligation Logan Township	
Other Expenses	70,000.00

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

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 March 27, 2013 at Woodbury, New Jersey.

COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER,
FREEHOLDER DIRECTOR

ATTEST:

ROBERT N. DI LELLA,
CLERK OF THE BOARD

A3

RESOLUTION AUTHORIZING APPROVAL OF THE BILL LISTS FOR THE MONTH OF MARCH 2013

WHEREAS, the Board of Chosen Freeholders of the County of Gloucester has received and reviewed the Bill List for the County as prepared, reviewed and approved by the County Treasurer for the monthly period ending March 22, 2013; and

WHEREAS, the County Treasurer has received and reviewed the Bill List for the Division of Social Services, including daily payments made by the Division and Administrative payments to be issued, which List has been reviewed and approved by the Division of Social Services Finance Officer, the Division of Social Services Director and the County Treasurer, for the monthly period ending March 22, 2013.

NOW, THEREFORE, BE IT RESOLVED that the County's Bill List for the period ending March 22, 2013, as prepared, reviewed and approved by the County Treasurer is hereby approved by the Gloucester County Board of Chosen Freeholders, and said Treasurer is authorized to render payment to each vendor appearing on said list; and

BE IT FURTHER RESOLVED that the Division of Social Services' Bill List for the period ending March 22, 2013, as prepared, reviewed and approved by the Social Services Finance Officer, the Social Services Director and the County Treasurer, which List includes ratification of prior emergency payments made, is hereby approved and said Treasurer is authorized to render payment to each vendor appearing on said list.

ADOPTED at a meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, March 27, 2013 at Woodbury, New Jersey.

COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER,
FREEHOLDER DIRECTOR

ATTEST:

ROBERT N. DILELLA,
CLERK OF THE BOARD

A4

RESOLUTION TO CONTRACT WITH FIRST CREDIT SERVICES, INC. FOR COLLECTION OF CERTAIN DEBTS FOR THE COUNTY AND EXISTING UNITS WITHIN THE COUNTY FROM MARCH 27, 2013 TO MARCH 26, 2014

WHEREAS, the County of Gloucester (hereinafter the "County"), after due notice and advertisement, received sealed bids, as per **PD-13-009,** for the collection of certain debts for the County and existing units within the County; and

WHEREAS, after following proper public bidding procedure, it was determined by the County's Purchasing Department that **FIRST CREDIT SERVICES, INC.,** with an address of 371 Hoes Lane, Suite 300B, Piscataway, NJ 08854, was the lowest responsive and responsible bidder to supply said goods for a period of one (1) year commencing March 27, 2013 and ending March 26, 2014; and

WHEREAS, this Contract, a copy of which is attached as Exhibit A, is for an amount not to exceed 15% of each debt amount collected on behalf of the County. Therefore, this Contract is open ended, and the County is not obligated to make any purchase; and, therefore, no Certificate of Availability of Funds is required at this time.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester, that the Freeholder Director and the Clerk of the Board are hereby authorized to execute a contract with First Credit Services Inc. for the collection of certain debts on behalf of the County of Gloucester and existing units within the County, for a one (1) year period from March 27, 2013 to March 26, 2014 for an amount not to exceed 15% of each debt amount collected.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, March 27, 2013 at Woodbury, New Jersey.

COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER,
FREEHOLDER DIRECTOR

ATTEST:

ROBERT N. DI LELLA,
CLERK OF THE BOARD

A4

CONTRACT BETWEEN
THE COUNTY OF GLOUCESTER
AND
FIRST CREDIT SERVICES, INC.

THIS CONTRACT is made effective the **27th** day of **March, 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 **FIRST CREDIT SERVICES, INC.**, with an address of 371 Hoes Lane, Suite 300B, Piscataway, NJ 08854, hereinafter referred to as "Contractor".

RECITALS

WHEREAS, there exists a need for the County of Gloucester to contract for the provision of collection services for certain debts for the County of Gloucester and existing units within the County as per **PD-013-009;** and

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

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

TERMS OF AGREEMENT

1. **TERM.** This Contract shall be effective for the period commencing March 27, 2013 and concluding March 26, 2014.

2. **COMPENSATION.** Contract shall be for services as set forth in the specifications **PD-013-009**, for a contract amount not to exceed 15% of each debt amount collected on behalf of the County.

Contractor shall collect at least 80% of the initial placement of $21,000.00 ($16,800.00) during the term of this Contract. If Contractor fails to do so, Contractor shall reimburse the County the difference between the amount Contractor has collected and the $16,800.00 amount.

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

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

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

3. **DUTIES OF CONTRACTOR.** The specific duties of the Vendor shall be as set forth in the specifications identified as **PD-013-009**, which is incorporated herein and made a part hereof by reference. Should there occur a conflict between this form of contract and the bid documents, the bid documents shall prevail.

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

4. **FURTHER OBLIGATIONS OF THE PARTIES.** During the performance of this Contract, the 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 Contractor or any of its agents is required to maintain a license, or to maintain in force and effect any permits issued by any governmental or quasi-governmental entity in order to perform the services which are the subject of this Contract, then prior to the effective date of this Contract, and as a condition precedent to its taking effect,

Contractor shall provide to County a copy of its current license and permits required to operate in the State of New Jersey, which license and permits shall be in good standing and shall not be subject to any current action to revoke or suspend, and shall remain so throughout the term of this Contract.

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

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

A. Pursuant to the termination provisions set forth in **PD-013-009**, which are specifically referred to and incorporated herein by reference.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

23. **CONTRACT PARTS.** This Contract consists of this Contract document and the specifications identified as PD-013-009, and the bidder's bid package, all of which are referred to and incorporated herein by reference. Should there occur a conflict between this form of contract and the specifications, then this Contract shall prevail. If there should occur a conflict between either this form of Contract or the specifications and the bid package, then this Contract and the specifications shall prevail.

THIS CONTRACT is made effective the **27th** day of **March, 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 Contractor has caused this instrument to be signed by its properly authorized representative and its corporate seal affixed the day and year first above written.

ATTEST:

COUNTY OF GLOUCESTER

_____

ROBERT N. DILELLA,
CLERK OF THE BOARD

_____

ROBERT M. DAMMINGER,
FEEHOLDER DIRECTOR

ATTEST:

FIRST CREDIT SERVICES, INC.

_____

_____

Print Name: **RAJESH CHHABRIA**
Title:

	PD 013-009				
	Bid Opening 2/13/2013 10:00am				
	SPECIFICATIONS AND FORM OF PROPOSAL FOR				
	COLLECTION OF CERTAIN DEBTS FOR THE				
	COUNTY OF GLOUCESTER AND EXISTING UNITS				
	WITHIN THE COUNTY CONTRACT PURCHASING				
	SYSTEM NUMBERS CK-01-GC &16GLCP				
		VENDOR:	VENDOR:		
		First Credit Services Inc.	Emory Enterprises LLC d/b/a		
		371 Hoes Lane Suite 300B	National Action Financial Services		
		Piscataway, NJ 08854	125 Lawrence Bell Dr.		
		Rajesh Chhabria	Williamsville, New York 14221		
		732 305-8301	John Farinacci		
		732 726-6490 Fax	855 810-3098		
			716 650-9970 Fax		
ITEM	DESCRIPTION				
		% Of Collected Debts	% Of Collected Debts		
	DEBT COLLECTION	15%	17.45%		
	Variations: (if any)	First Credit offers the County exceptionally competitive rates that we believe to be the most cost-effective option, plus guaranteed recovery of first placement file, or we will pay the difference. To prove that we want to do business, First credit guarantees that we will collect at least 80% of $21,000.00 within the 1st year or we will pay you the difference.	Will rebate 10% of our commission earned during the first 100 days from contract execution, and also offer a 2.5% discount on invoices paid within 15 days of the date of the invoice.		
	Will you extend your prices to local government entities within the County	NO	YES		
	Bid specifications sent to:	Net Gain Marketing	Penn Credit Corp.	Boudreau & Assoc.	Gila LLC
		Aberdeen Enterprises II	Linebarger Goggin Blair	Taxserv LLC	DSG
		LJ Ross Assoc.	Client Services	Neosystems	Celco LTD
		Debtor Plus	IC Systems	Jonathan Neil & Assoc.	Van Dinter & Assoc.
		Professional Bureau of Coll.	Duncan Solutions	Security Credit System	ConServ
		John A. Youderian Jr. LLC	Merchants & Medical	Prime Vendor	Ability Recovery Service
	Based upon the bids received, I recommend First Credit Services Inc. be awarded the contract as the lowest responsive, responsible bidder.				
			Sincerely,		
			Robert J. McErlane		
			Purchasing		

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SIGNATURE PAGE

SIGNED: _____ **COMPANY:** First Credit Services, Inc.

NAME: Rajesh Chhabria **ADDRESS:** 371 Hoes Lane, Suite 300B,
(PRINTED OR TYPED) Piscataway, NJ 08854.

TITLE: CEO

TELE #: 732-305-8301

DATE: 2/11/2013

FAX #: 732-726-6490

To Board of Chosen Freeholders
Of The County of Gloucester

Dear Freeholders:

The undersigned hereby declares that he/she has carefully examined the specifications and proposal form for the above project for which bids were advertised to be opened and read in public on the date as advertised in the legal newspaper for the County of Gloucester at 10:00 AM, local time, at the office of the Purchasing Agent, County Administration Building, 2nd floor, 2 South Broad Street, Woodbury, N.J. 08096.

The successful bidder declares that he / she will contract to furnish collection services mentioned in the said specifications in the manner prescribed therein or modified by the supplementary specifications, if any, at the prices specified.

Accompanying this bid is a certified check, cashier's check or bid bond (if required by this bid specification) made payable to the County of Gloucester. The undersigned agrees that this deposit is to be forfeited as liquidated damages, and not a penalty if the contract is awarded to the undersigned and the undersigned shall fail to execute the contract or furnish any other bonds required within the stipulated time. Otherwise said check is to be returned to the undersigned.

Bid: **Percentage of Collected Debts**

Proposal: 15 %

Delivery days: 30 calendar days. (*see note below)

Do you have any exceptions to these specifications?

yes____ no x

Variations

First Credit offers the County exceptionally competitive rates that we believe to be the most cost-effective option, plus guaranteed recovery of your first placement file, or we will pay you the difference. We understand that the County currently has $21,000 in overdue accounts on its books and would like to see an 80% recovery rate on that amount.

To prove to the County that we want to do business with you, First Credit guarantees that we will collect at least 80% of the $21,000 initial placement within the first year or we will pay you the difference.
Only a company with the ability and proven success that First Credit has can make this guarantee.

We look forward to discussing the details with you at an onsite meeting in Gloucester County.

*Upon award of contract we will begin the implementation process which takes about 30 days to complete. Collection activity will begin upon completion of the implementation period and continue through the end of the contract.

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SIGNATURE PAGE

SIGNED: _____

COMPANY: **Emory Enterprises, LLC, d/b/a National Action Financial Services**

NAME: **John Farinacci**
(PRINTED OR TYPED)

ADDRESS: **125 Lawrence Bell Drive**

Williamsville, New York 14221-8444

TITLE: **President**

TELE #: **(855) 810-3098**

DATE: **February 11, 2013**

FAX #: **(716) 650-9970**

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To Board of Chosen Freeholders
Of The County of Gloucester

Dear Freeholders:

The undersigned hereby declares that he/she has carefully examined the specifications and proposal form for the above project for which bids were advertised to be opened and read in public on the date as advertised in the legal newspaper for the County of Gloucester at 10:00 AM, local time, at the office of the Purchasing Agent, County Administration Building, 2nd floor, 2 South Broad Street, Woodbury, N.J. 08096.

The successful bidder declares that he / she will contract to furnish collection services mentioned in the said specifications in the manner prescribed therein or modified by the supplementary specifications, if any, at the prices specified.

Accompanying this bid is a certified check, cashier's check or bid bond (if required by this bid specification) made payable to the County of Gloucester. The undersigned agrees that this deposit is to be forfeited as liquidated damages, and not a penalty if the contract is awarded to the undersigned and the undersigned shall fail to execute the contract or furnish any other bonds required within the stipulated time. Otherwise said check is to be returned to the undersigned.

Bid: **Percentage of Collected Debts**

Proposal: **17.45 %**

Delivery days: 30 calendar days. We will remit within 5 days of the last day of each month.

Also, we will rebate 10% of our commissions earned during the first 100 days from contract execution, and also offer a 2.5% discount on invoices paid within 15 days of the date of the invoice.

Do you have any exceptions to these specifications?

yes_____ no **XXX**

Variations_____

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RESOLUTION AUTHORIZING A CONTRACT WITH GENERAL CODE, LLC FOR DOCUMENT CODIFICATION OF THE COUNTY'S ADMINISTRATIVE CODE IN AN AMOUNT NOT TO EXCEED $21,000.00 FROM MARCH 27, 2013 TO MARCH 26, 2014

WHEREAS, the County of Gloucester has determined that there is a need for the codification of the County's Administrative Code; and

WHEREAS, the County of Gloucester has recommended that said services be provided by General Code, LLC, with offices at 781 Elmgrove Road, Rochester, NY 14624; and

WHEREAS, this contract shall be for estimated units of services with a minimum contract amount of Zero and a maximum contract amount of $21,000.00. 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, before any purchase is 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; and

WHEREAS, this service related to this contract is technical and unique, is extraordinary and unspecifiable, and is an exception to the Local Public Contracts Law, as described and provided in R. 40A:11-5(1)(a); and

WHEREAS, the contract has been awarded consistent with the fair and open provisions of the Gloucester County Administrative Code and with N.J.S.A. 19:44A-20.4 et seq., which exempt this contract from competition because vendor has certified that it has not previously made and will not make a disqualifying contribution during the term of the contract.

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 Support Services Agreement between the County of Gloucester and General Code, LLC, for the provision of the codification of the County's Administrative Code from March 27, 2013 to March 26, 2014 for an amount not to exceed $21,000.00; and

BE IT FURTHER RESOLVED, before any purchase can 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 the time for that particular purchase and identifying the line item of the County budget out of which said funds will be paid.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, March 27, 2013, at Woodbury, New Jersey.

COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DI LELLA, CLERK

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CONTRACT
BETWEEN
COUNTY OF GLOUCESTER
AND
GENERAL CODE, LLC

THIS CONTRACT is made effective this 27th day of March, 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 **GENERAL CODE, LLC,** (a Limited Liability Company) with offices at 781 Elmgrove Road, Rochester, NY 14624, hereinafter referred to as "**Vendor**".

RECITALS

WHEREAS, there is a need for the codification of the County's Administrative Code; and

WHEREAS, this contract may be awarded without public advertising for bids pursuant to N.J.S.A. 40A:11-5(1)(a), because this service related to this contract is technical and unique, is extraordinary and unspecifiable, and is an exception to the Local Public Contracts Law; and

WHEREAS, this Contract has been awarded consistent with the fair and open provisions of the Gloucester County Administrative Code and with N.J.S.A. 19:44A-20.4 et seq., which exempt this contract from competition because Vendor has certified that it has not previously made and will not make a disqualifying contribution during the term of the Contract; 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. This contract shall be for the period of one year from March 27, 2013 and concluding March 26, 2014.

2. COMPENSATION. The Contract shall be a minimum amount of Zero and a maximum contract amount of $21,000.00. It is agreed and understood that acceptance and final payment to Vendor shall be considered a release in full of all claims against the County for the product or service delivered.

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.

3. **DUTIES OF VENDOR.** The specific duties of the Vendor shall be as set forth in Vendor's Proposal for Services dated January 11, 2013, identified as Attachment A and Vendor's Terms and Conditions, identified as Attachment B. This proposal is only referenced with regard to the duties of the vendor and for no other reason. Attachments A & B are incorporated into, and made part of this Contract, by reference

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 of 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 Office setting for the 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, stat that all qualified applicants will received 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 place 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 the RFP or Bid Specifications, whichever the case may be, which are specifically referred to and incorporated herein by reference.

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

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

D. The County may terminate this Contract for public convenience at any time by a notice in writing from the County to the 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 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 third-party claim, loss, liability, expense (specifically including but not limited to costs, reasonable counsel fees and/or reasonable 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 negligent acts or omissions 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 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. POLITICAL CONTRIBUTION DISCLOSURE AND PROHIBITION. This contract has been awarded to Vendor based on the merits and abilities of Vendor to provide the goods or services described in this Contract. This contract was awarded through a non-competitive process pursuant to N.J.S.A. 19:44A-20.4 et seq. The signer of this Contract does hereby certify that Vendor, its subsidiaries, assigns or principals controlling in excess of 10% of the Vendor will not make a reportable contribution during the term of the contract to any political party committee in Gloucester County if a member of that political party is serving in an elective public office of Gloucester County when the contract is awarded, or to any candidate committee of any person serving in an elective public office of Gloucester County when the contract is awarded.

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

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

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

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

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

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

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

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

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

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

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

22. CONTRACT PARTS. This Contract consists of this Contract document, Attachment A and Attachment B. Should there occur a conflict between this form of contract and Attachment A, then this Contract shall prevail. If there should occur a conflict between this Contract and Attachment B, then this Contract shall prevail.

THIS CONTRACT is effective as of this 27th day of March, 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: **THE COUNTY OF GLOUCESTER**

_____ **BY:**_____

ROBERT N. DILELLA, CLERK **ROBERT M. DAMMINGER, DIRECTOR**

ATTEST: **GENERAL CODE, LLC**

_____ **BY:**_____

_____

(Please Print Name)

AL

RESOLUTION TO CONTRACT WITH TYCO INTEGRATED SECURITY, LLC FOR THE MAINTENANCE OF THE DOOR LOCK ENTRY SYSTEMS CURRENTLY INSTALLED AT VARIOUS COUNTY FACILITIES THROUGH STATE CONTRACT #A77349 IN AN AMOUNT NOT TO EXCEED $39,426.54 FROM MARCH 27, 2013 TO MARCH 26, 2014

WHEREAS, N.J.S.A. 40A:11-12 permits the purchase of materials, supplies and equipment, through New Jersey State Contracts, without the need for public bidding; and

WHEREAS, the County of Gloucester (hereinafter the "County") has a need to maintain a maintenance agreement for the door lock entry systems at the below specified County facilities:

- Shady Lane Complex, 256 County House Road
- Administrative Building, 2 South Broad St
- Prosecution/Corrections, 70 Hunter St.
- Vehicle Car Wash, 1200 North Delsea Drive
- IT Building, 1200 North Delsea Drive
- 911 Building, 1200 North Delsea Drive
- Animal Shelter, 1200 North Delsea Drive
- Govt. Services/Engineering/Planning, 1200 N. Delsea Drive
- Budd Building, 115 Budd Blvd.
- Board of Social Services, 400 Haydell Drive
- Board of Elections, 550 Grove Road
- Five Point Building, 211 County House Road
- Holly Bldg/Health Dept. 204 East Holly Avenue
- Mantua Highway Bldg., 45 Lenape Avenue
- Pitman Golf Course, 501 Pitman Road; and

WHEREAS, the County has determined it to be advantageous to obtain the maintenance agreement it requires from Tyco Integrated Security, LLC, with offices located at 3601 Eisenhower Avenue, Alexandria, VA 22304 for an amount not to exceed $39,426.54 through New Jersey State Contract #A77349; and

WHEREAS, no CAF is required regarding availability of funds, as this is an open-ended purchase contract, so that a CAF will be required each time a purchase is actually made by the County Purchasing Agent; and

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the County Purchasing Agent is authorized to secure a maintenance agreement for the door lock entry systems at various specified county facilities from Tyco Integrated Security, LLC through New Jersey State Contract #A77349, Line #7, from March 27, 2013 to March 26, 2014; and

BE IT FURTHER RESOLVED, that the Freeholder Director or his designee is authorized to sign any contracts, purchase orders, requisitions, or other required documents in order to effectuate the purposes of the Resolution.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, March 27, 2013 at Woodbury, New Jersey.

COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

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Tyco Integrated Security · Federal Systems Division
3601 Eisenhower Avenue, Alexandria, VA 22304-6425
(703) 317-4200 · (888) 721-6612 · www.tycois.com

GLOUCESTER COUNTY MAINTENANCE AGREEMENT – REV 1.0

February 21, 2013

Reference: Access Control Maintenance: NJPA Contract #062909-ADT Rev1.0

From:	Service Location: See below	Billing Information:
Tyco Integrated Security LLC **Federal Systems Division** 3601 Eisenhower Avenue Alexandria, VA 22304 *Contact:* **James D. Walrod** jwalrod@tyco.com 410 592 7884	*Attention: Mr. Dovid Brice*	**Gloucester County Government** 2 South Broad Street Woodbury, NJ 08096 *Attention:* **Mr. David Brice**

Statement of Work

Tyco Integrated Security will perform routine maintenance with on all currently installed Casi-Rusco/Lenel Access Control equipment in the following facilities:

Shady Lane Complex, 256 County House Road
Administrative Building, 2 South Broad St
Prosecution/Corrections, 70 Hunter St.
Vehicle Car Wash, 1200 N. Delsea Drive
IT Building, 1200 North Delsea Drive
911 Building, 1200 n. Delsea Drive
Animal Shelter, 1200 N. Delsea Drive
Govt. Services/Engineering/Planning, 1200 N. Delsea Drive
Budd Bldg, 115 Budd Blvd.
Board of Social Services, 400 Haydell Drive
Board of Elections, 550 Grove Road
Five Point Building, 211 County House Road
Holly Bldg/Health Dept. 204 East Holly Avenue
Mantua Highway Bldg., 45 Leanape Avenue
Golf Course, 501 Pittman Road

Pricing Summary

Tyco Integrated Security LLC (Tyco), formerly known as ADT Security Services, Inc. or "ADT," is pleased to submit this quote to provide [Organization] with security system integration services.

This proposal includes data that shall not be disclosed outside Gloucester County Government and shall not be duplicated, used, or disclosed—in whole or in part—for any purpose other than to evaluate this proposal. However, if a contract is awarded to Tyco Integrated Security as a result of—or in connection with—the submission of these data, Gloucester County Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit Gloucester County Government's right to use information contained in these data if they are obtained from another source without restriction. The data subject to this restriction are contained in sheets marked with the legend "Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal."

© Tyco Integrated Security LLC. ALL RIGHTS RESERVED. Tyco and Tyco Integrated Security are trade/service marks of Tyco International Services GmbH and are used under license. All other marks are the property of their respective owners. Licensing and other important information is available on www.tycois.com (Legal)

Tyco will provide the equipment as specified for the sum of $0.00

In addition, for the service(s) to be provided as specified above, Customer agrees to pay

$ 52,568.71, less discount of $13,142.17 for a new total of $39,426.54 per annum, for a period of one year effective from the date service is operative under this agreement.

Prevailing Wage Requirements—The prices quoted assume that neither the Davis-Bacon Act nor the Service Contract Act; or any state or local prevailing wage laws apply. If this is incorrect, please notify Tyco in writing so that Tyco can provide a revised quote

This quote is valid for ninety (90) days. Prices are exclusive of any amount for sales taxes.

Notwithstanding any conflicting or additional terms contained in the Customer's order, the Technical Clarifications and Terms and Conditions which are part of this quote will apply to Customer's order(s), in lieu of any others. Tyco hereby gives notice of its objection to any different or additional terms. Customer hereby accepts these terms and conditions as evidenced by its authorized signature below:

Customer's Agent	*Authorized Representative of Tyco Integrated Security LLC*
	James D. Walrod
Printed Name	*Printed Name*
	Sr. National Account Manager
Title	*Title*
Date	*Date*

Technical Clarifications

This Tyco Integrated Security (Tyco) proposal is subject to the following assumptions and clarifications which will apply to a resultant order unless agreed otherwise in writing.

1. Unless otherwise noted by Tyco, all 110 VAC power (free from interference) is provided by others to locations as specified by Tyco and is not included in our Tyco pricing.
2. Tyco installed wiring will utilize Plenum rated cable as required. Rigid pipe and conduit are not included in the Tyco price unless otherwise noted.
3. Tyco assumes existing wiring and/or security equipment to which the installation may connect are in good and operable condition, suitable for the purpose intended and compatible with industry standard equipment and assumes no liability for said equipment.
4. Unless otherwise noted by Tyco, all installation labor, final connections, and testing shall be performed during Tyco normal business hours of Monday through Friday 8:00 AM to 4:30 PM, except holidays.
5. Unless otherwise noted by Tyco, pricing reflects installations within a 50 mile radius of an Tyco Branch Office.
6. All items supplied by others in support of this project, but not included in this contract, are not covered under the Tyco standard warranty.
7. Unless otherwise noted by Tyco, one session, of four (4) hours of system training for up to four students has been included. Additional training is available for purchase at the standard Tyco training rate for the specific product. Additional training over and above the four (4) hours may be required for complete operator/administrative training.
8. Pricing for Tyco shop and submittal drawings is based on Tyco receiving architectural backgrounds and/or as-built drawings as electronic files in the current revision AutoCAD format within five (5) business days after the award of the contract.
9. Unless otherwise noted by Tyco, any outdoor parking lot trenching, conduit, power, junction boxes, bases and islands as required for security devices and intercoms will be provided and installed by others.
10. All conduit and raceways to be provided and installed by others and furnished with pull lines.
11. Asbestos abatement is excluded.
12. Idle time incurred by Tyco employees due to clearances, escorts, or other factors beyond our control when aggregated in excess of one (1) man-hour will be billed at our prevailing labor rates.
13. Unless otherwise noted, electrical, fire and work permits, if applicable, are not included.
14. Elimination by Tyco of electromagnetic interference (EMI) or radio frequency interference (RFI) which may hinder the operation of systems we have installed will be billed at our prevailing labor rates.
15. This proposal is based upon bid documents, plans and on existing site conditions. Any changes in site conditions and/or project scope which occur after proposal preparation that may have cost and/or operational impact will be subject to a change order which may be above or below the original proposal (contract) price.

16. System design changes required in order to comply with governmental authorities, AHJ, Fire Marshal, etc. may result in a contract price increase or decrease.
17. Lightning Protection: Equipment furnished and installed by Tyco is provided with the equipment manufacturer's standard lightning and/or transient protection. NO GUARANTEE IS PROVIDED AGAINST EQUIPMENT AND/OR SYSTEM DAMAGE DUE TO EITHER LIGHTNING AND/OR LINE POWER TRANSIENTS.
18. Unless otherwise stipulated or agreed to, the installation should begin 30-45 days after the receipt of a signed purchase order or contract. All equipment will be supplied in concert with Tyco standard lead times, which may influence the final project schedule and completion.
19. Tyco will not be included in any penalties or adjustments due to damages caused by others.
20. Unless otherwise noted by Tyco, all electronic door hardware that is provided, installed, and adjusted for proper operation by others shall not draw over 0.5 Amps at 24VDC. Doors which require refurbishment and/or replacement to become and/or remain within the functional parameters of the Tyco system, and all additional adjustments necessary for proper functionality will be considered a change order to the contract and billed at the applicable Tyco rate.
21. Unless otherwise noted by Tyco, definitions of system programming parameters and population of the cardholder database is by others.
22. Fire unlock relay from fire control panel to the access control panel will be furnished by others to Tyco specified locations.
23. The provision of space for and a suitable operating environment for Data Collection Panel equipment in field locations as well as, equipment at the monitoring/control location, by others.

TERMS AND CONDITIONS

Tyco Integrated Security Terms of Sale to the US Government—Revision 07/2012

The following terms and conditions apply to this Tyco Integrated Security (Tyco) price proposal or quotation, including any Statement of Work:

1. The terms and conditions of FAR 52.212-4, *Contract Terms and Conditions—Commercial Items* (March 2009), except as provided in Provision 3, below.

2. The terms and conditions of FAR 52.212-5, *Contract Terms and Conditions Required to Implement Statutes or Executive Orders—Commercial Items* (June 2009), that are applicable to the work proposed by Tyco and that are included in customer's order, subject to Provision 3 below,

   and

   if a Tyco order or contract will be awarded by a Department of Defense ("DoD") customer, the terms and conditions of DFARS 252.212-7001, *Contract Terms and Conditions Required to Implement Statutes or Executive Orders Applicable to Defense Acquisitions of Commercial Items* (July 2009) that are applicable to the work proposed by Tyco and that are included in customer's order, subject to Provision 3 below.

3. FAR 12.213 provides that the contracting officer may consider incorporating into solicitations and contracts for commercial items, terms and conditions that differ from the standard FAR Part 12 terms if appropriate for the acquisition of the particular item and not otherwise precluded by law or executive order. FAR 12.301 requires contracts for the acquisition of commercial items, to the maximum extent practicable, to include clauses (A) required to implement law or executive orders for commercial items, or (B) determined to be consistent with customary commercial practices.

   In order to carry out these requirements, and in recognition of the variations in commercial practices for different commercial items, FAR 12.302 provides that FAR 52.212-1, *Instructions to Offerors—Commercial Items*, and 52.212-4, *Contract Terms and Conditions—Commercial Items*, may be adapted by tailoring or inclusion of additional terms and conditions, except for the six areas provided in FAR 12.302(b). FAR 12.302(d) lists specific examples of such terms that may be tailored, including warranty.

   (A) Accordingly, the following terms are proposed to conform the FAR 52.212-4 terms with those common in the commercial marketplace for physical security systems:

   (i) **Warranty—**

   (a) Any part of the equipment (as distinguished from the software) provided under this Agreement, including the wiring, which proves to be defective in material or workmanship within ninety (90) days of (1) the date of completion of installation, if Tyco was responsible for installation of the equipment, or (2) the date of shipment of the equipment if Tyco was not responsible for the installation ("Warranty Period"), will be repaired or replaced, in Tyco's sole discretion, with a new or functionally equivalent part. Labor and materials required to repair or replace such defective components will be furnished at no charge during the Warranty Period. Warranty service will be furnished between 8:00 AM and 4:30 PM Monday through Friday, except holidays, unless otherwise agreed in advance by the parties. If Tyco was not responsible for installation of the equipment then (1) warranty service will be provided at a facility to be specified by Tyco and Customer shall be responsible for shipping charges; and (2) Tyco will have no responsibility for installation or maintenance of the repaired/replaced equipment.

   (b) The following "Conditions" are not covered by Warranty: (1) Damage or extra service time needed resulting from accidents, acts of God, lightning, riots, floods, terrorism, acts of War, alteration, misuse, tampering or abuse, adjustments, repairs or maintenance not done by Tyco or from parts, accessories, attachments or other devices not furnished by Tyco, or other cause not

related to a defect in material or workmanship; (2) Customer's failure to properly follow operating instructions provided by Tyco; (3) Adjustments necessitated subsequent to completion of installation by Tyco (if applicable) and acceptance by Customer due to misalignment of video cameras, improper adjustment of monitor brightness and/or contrast tuning dials or changes in lighting conditions in the area viewed by camera(s); (4) Trouble due to interruption of commercial power or to the phone service or to use of Non-Traditional Telephone Service; (5) Battery failure; (6) Devices designed to fail in protecting the System, such as, but not limited to, fuses and circuit breakers; or (7) Equipment changes requested by Customer. If Customer requests service under the Warranty and Tyco determines that one of the "Conditions" has led to the inoperability or apparent inoperability of the System or any component, Tyco may bill Customer for the service call (if applicable) whether or not Tyco actually works on the System. If repairs are required due to one of the above "Conditions," Tyco will charge Customer for such work at its then applicable rates.

(c) **THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CUSTOMER'S EXCLUSIVE WARRANTY REMEDY IS REPAIR OR REPLACEMENT AS SPECIFIED ABOVE. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL OR EXEMPLARY DAMAGES OF ANY KIND OR NATURE, (INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS) REGARDLESS OF WHETHER ANY CLAIM FOR SUCH DAMAGES IS BASED ON TORT, STRICT LIABILITY, WARRANTY, CONTRACT OR ANY OTHER LEGAL THEORY, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

(ii) **Invoicing and Payment**—Unless stated elsewhere in this Tyco proposal or quotation, Tyco may invoice for (a) the purchase price of Equipment upon delivery; (b) installation service at each site upon completion of installation at that site; (c) training upon completion of each training course; and (d) all recurring services monthly in arrears. Payment of each invoice is due thirty (30) days after the latter of customer's receipt of Tyco's conforming invoice and acceptance of the Equipment and/or service being invoiced. Pricing excludes sales taxes, if any are applicable, and Customer agrees to pay, or reimburse Tyco for, any such taxes.

(iii) **Electronic Security Services Limitation of Liability**—It is understood that Tyco is not an insurer and that the amounts payable to Tyco hereunder are based on the value of the services and equipment provided and are unrelated to the value of Customer's property, the property of others located in Customer's premises, or the risk of loss to which that property may be subject. Customer agrees to look exclusively to its insurer to recover for injuries or damage in the event of loss or injury due directly or indirectly to occurrences, or consequences therefrom, that Tyco's equipment or service is intended to avert, detect and/or record ("Detection Events"). Tyco makes no guaranty or warranty, including any implied warranty of merchantability or fitness, that the equipment or service supplied will avert or prevent Detection Events. Accordingly, Customer agrees that Tyco shall be exempt from liability for loss, damage or injury arising from or due to Detection Events. In the alternative, should Tyco be found liable for loss, damage or injury arising from a Detection Event due to failure of equipment or service in any respect, its liability shall be limited to: (a) a sum equal to the purchase price of the equipment for the Customer premises from which such loss or claim originates if the order included purchase of equipment; or (b) the lesser of a sum equal to ten (10) times the annual charge for services for the Customer premises from which such loss or claim originates or $25,000 if the order is for services only, as the agreed upon damages and exclusive remedy, and not as a penalty, and that the provisions of this paragraph shall apply even if loss, damage or injury, irrespective of cause, origin or degree of fault, results directly or indirectly from Tyco's negligence, breach or other wrongful conduct. No suit or action arising from or relating to a Detection Event loss, damage or injury shall be brought against Tyco more than one (1) year after the accrual of the cause of action therefore.

(iv) **Mutual Limitation of Liability—NEITHER PARTY SHALL BE LIABLE TO THE OTHER UNDER OR RELATED TO THIS AGREEMENT FOR ANY SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES (INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS) ARISING OUT OF ANY PERFORMANCE, WHETHER SUCH DAMAGES ARE BASED ON TORT, STRICT LIABILITY, WARRANTY, CONTRACT OR ANY OTHER LEGAL THEORY, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

(B) Except as may be included in this Tyco proposal or quotation or in a representation signed by an authorized representative of Tyco in response to Customer's request, Tyco makes no representation as to the country of manufacture or transformation of any of the proposed products or the components of such products. Tyco reserves the rights to (i) modify (except as to form, fit and function) the bill of materials for any item with or without notice or change of model number, provided the modification does not result in a price increase; and (ii) discontinue availability of any item for future ordering. All computer software is provided subject to the commercial software license of Tyco or Tyco's supplier or subcontractor.

(C) Unless otherwise agreed in writing, all installation, repair, monitoring, design and other services ordered by Customer will be performed in accordance with Tyco's standard commercial practices and subject to standard conditions, limitations, and Customer responsibilities, whether or not included within a Tyco quote or proposal. Customer is responsible to become informed of all such applicable practices, conditions, limitations, and responsibilities prior to issuing an order which includes any service(s); upon request, Tyco will provide statements of work applicable to specific service(s) to be performed. However, any service related task statements, limitations, and conditions contained in this Tyco quote or proposal will apply, will govern in any case of conflict, and will be incorporated by reference in Customer's order accepted by Tyco.

These terms will be incorporated into the order resulting from Tyco's proposal. To expedite processing and acceptance by Tyco, please state on the face of your order "Subject to *Tyco Federal Systems Terms of Sale ta the US Government,* Rev. 07/2012."

Maintenance Services

If maintenance services are ordered, Tyco will, during the period ordered, provide when requested ordinary maintenance, repair or replacement of the equipment due to normal wear and tear ("Maintenance Services"). Tyco shall bear the expense of such maintenance, repair or replacement for the specified maintenance charge. The expense of all extraordinary maintenance, repair or replacement due to alterations in the Customer's or end user's facilities, alterations of the covered equipment made at the request of the Customer, or made necessary by changes in the facilities, damage to the premises or to the covered equipment, an EXCLUSION below, or to any cause beyond the control of Tyco, shall be borne by the Customer. Maintenance Service shall be performed between Tyco's normal working hours of 8:00 AM to 4:30 PM, Monday through Friday, except holidays, unless otherwise mutually agreed in advance by the Parties. Tyco may discontinue providing Maintenance Service on any covered equipment if Tyco cannot obtain an adequate supply of replacement equipment, component parts and/or associated supplies on a commercially reasonable basis. In such event, Tyco will refund on a pro-rata basis any prepaid Maintenance Charge on the affected equipment.

Exclusions—Maintenance on the following equipment or equipment components will be provided only on a time and material basis: (A) any exterior mounted devices; (B) "Conditions" not covered by the Warranty; and (C) equipment and/or components, including but not limited to software, that are outdated, no longer manufactured or otherwise are no longer commercially available. It is understood and agreed that Tyco's obligation relates to the maintenance solely of the equipment provided by Tyco, and that Tyco is not obligated to maintain, repair, service, replace, operate or assure the operation of any equipment, component or devices of the Customer or of others not installed by Tyco.

In the event a Tyco representative is sent to the Customer's premises in response to a service call or alarm signal caused by the Customer improperly following operating instructions or, failing to close or properly secure a window, door or other protected point, or improperly adjusting monitors or accessory components, there shall be a service charge to the Customer.

A7

RESOLUTION AUTHORIZING THREE CONTRACTS WITHIN THE JURISDICTION OF THE NEW JERSEY BOARD OF PUBLIC UTILITIES WITH VERIZON BUSINESS NETWORK SERVICES, INC. TO PROVIDE SEPARATE COMPONENTS OF VOICE SERVICES, TWO WITH TERMS FROM MARCH 27, 2013 TO MARCH 26, 2016 IN AMOUNTS NOT TO EXCEED $750,000.00 AND $30,000.00 RESPECTIVELY, AND THE THIRD WITH A TERM FROM MARCH 27, 2013 TO MARCH 26, 2015 IN AN AMOUNT NOT TO EXCEED $200,000.00

WHEREAS, the New Jersey Board of Public Utilities is the state agency with authority to oversee the regulated industries, including telecommunications services, and the subject of these contracts are within the jurisdiction of the New Jersey Board of Public Utilities and accordingly may be awarded without public advertising for bids or bidding pursuant to N.J.S.A. 40A:11-5(f); and

WHEREAS, these contracts shall be entered into with Verizon Business Network Services, Inc. with offices at 500 Technology Drive, Weldon Spring, MO 63304 and are 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, one contract is for the provision of local, regional toll and long distance voice services, which includes 197 phone lines, 14 PRI T1's carrying 2,260 phone numbers and maintenance to the D-marc shall not exceed $750,000.00 for the contract term; and

WHEREAS, the second contract is for the provision of DID "direct inward dial service" for 2,260 numbers keeping a minimum of 1,425 numbers over 6 PRI circuits shall not exceed $30,000.00 for the contract term; and

WHEREAS, the third contract is for the provision of DSI service over 14 P2P T1's carrying both voice and radio traffic between County building and Emergency Response Radio sites and maintenance to the D-marc 63304 shall not exceed $200,000.00 for the contract term.

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 three contracts with Verizon Business Network Services, Inc., two with terms from March 27, 2013 to March 26, 2016 in amounts not to exceed $750,000.00 and $30,000.00 respectively and the third with a term from March 27, 2013 to March 26, 2015 in an amount not to exceed $200,000.00; and

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

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, March 27, 2013 at Woodbury, New Jersey.

COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DI LELLA, CLERK

A7

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SERVICE AGREEMENT
(ICB-Matrix)

Customer Name:	GLOUCESTER COUNTY NEW JERSEY INC ("Customer")	Main Billing Tel. No:	8568533200
Address:	1 N Broad St., Woodbury, NJ, 08096	ICB-M Case No. /Price Quote ID	441753

Services. Customer hereby requests and agrees to purchase from the Verizon company(ies) identified in the applicable Exhibit(s) ("Verizon") the services identified in the Exhibit(s) (the "Service") attached to this Service Agreement, including Schedule A as applicable, (the "Agreement") or added by a fully executed Amendment to this Agreement, subject to Verizon's receipt of any necessary regulatory and other governmental approvals required to provide the Service under the terms hereof. The Services are further described in Verizon's applicable tariffs, which are incorporated into this Agreement by reference, and Verizon's guides for detariffed local services provided by incumbent local exchange carriers, including but not limited to the Administrative Guidelines and Product Guide, (hereinafter individually and collectively referred to as the "guide") which are incorporated into this Agreement by reference. The tariffs and guides can be viewed at: http://www.verizon.com/tariffs. References made to "tariff", "tariffs" and "tariffed rates, terms and conditions" in the Agreement and Exhibits shall include the applicable guide except where the context indicates the reference is not applicable to de-tariffed Service. Each Verizon company providing Services under this Agreement is responsible only for the performance of the Services it is providing as set out in each Exhibit hereto and is not responsible for the performance of any other entity's obligations under this Agreement.

Term of Agreement; Service Period. The term of this Agreement shall commence as of the date this Agreement is executed by both parties and shall continue until terminated by either party upon thirty (30) days notice to the other party (the **"Term"**). Customer shall purchase the Services identified in each Exhibit for the period of time stated in the Exhibit (the **"Service Period"**). The Service Period will commence and expire as set forth in the Exhibit. If either party terminates this Agreement as provided above, the terms and conditions of this Agreement will remain in full force and effect with respect to any Services provided hereunder until the then current Service Period has expired. For those Services which, in accordance with the Exhibit, continue to be provided on a month-to-month basis upon expiration of the Service Period, this Agreement will remain in full force and effect with respect to such Services until the Services are disconnected by either party upon notice to the other. Such notification by Customer will be effective on 30 days notice; such notification by Verizon will be effective on 60 days notice.

Charges. Customer will pay the rates and charges set forth in the attached Exhibit(s) and also shall pay all applicable taxes, fees, and charges, including but not limited to Federal End User Common Line Charges, charged pursuant to applicable law, regulations, or tariffs in connection with the Service. If Customer cancels or terminates this Agreement or any Service prior to expiration of the Service Period, Customer will promptly pay to Verizon termination charges as set forth in the applicable Exhibit(s).

Notices. Notices under this Agreement shall be sent by first-class U.S. mail, postage prepaid, to Customer at the address specified above, and to Verizon at Verizon Business Services, 6415-6455 Business Center Drive, Highlands Ranch, Colorado 80130, Attn: Customer Service, with a copy to Verizon Business Services, Attn: Vice President, Legal, 22001 Loudoun County Pkwy, Ashburn, Virginia 20147. Notices shall be deemed effective five business days after such mailing.

Miscellaneous

(a) Neither party will disclose the terms of this Agreement to any other person without the prior written consent of the other party, except as may be necessary to comply with applicable law, regulation, or filing requirements.

(b) In the event of any claim or dispute, the laws of the jurisdiction in which Verizon provides to Customer the particular Service that is the subject of such claim or dispute shall apply. This Agreement and its provisions shall not be construed or interpreted for or against any party hereto because that party drafted or caused that party's legal representative to draft any of its provisions.

(c) No liability shall result from Service failures caused by fires, floods, severe weather, acts of government or third parties, strikes, labor disputes, inability to obtain necessary equipment or services, or other causes beyond such party's reasonable control.

(d) If any provision of this Agreement or the provision of any Service under the terms hereof is illegal, invalid, or otherwise prohibited under applicable law or regulation in any state or jurisdiction, or does not receive any governmental or

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regulatory approval required by law in any state or jurisdiction, then this Agreement shall be construed as if not containing such provision or requiring the provision of such invalid, illegal, prohibited, or unapproved Service in such state or jurisdiction.

(e) Verizon may assign or transfer part or all of this Agreement to any affiliate or successor to substantially all of its assets in the locations where Service is provided hereunder. Upon reasonable prior written notice to Verizon, Customer may assign or transfer this Agreement to any company that is the successor to substantially all of its assets, provided all charges for Service provided prior to such transfer or assignment are paid in full when due. Except as otherwise required by applicable law or regulation, all other attempted assignments shall be void without the prior written consent of the other party.

(f) Except as otherwise required by applicable law or regulation, the Service provided hereunder may not be resold by Customer.

(g) Termination of this Agreement or a Service for any cause shall not release either party from any liability which at the time of termination had already accrued or which thereafter accrues for any act or omission occurring prior to the termination or from an obligation which, by its nature, survives termination.

(h) The terms and conditions of this Agreement, including Schedule A and the Exhibit(s), will not be modified or amended by any purchase order document issued by Customer (whether signed by one or both parties). Any terms and conditions contained in such Customer purchase order document shall be void and of no effect.

(i) A party may bring no action or claim arising out of this Agreement, including any claim for under-billing or overbilling, more than two years after the cause of action has accrued. The parties waive the right to invoke any different limitation on the bringing of actions under state or federal law.

Customer Consent to Use of Customer Proprietary Network Information (CPNI). Verizon acknowledges that it has a duty, and Customer has a right, under federal and/or state law to protect the confidentiality of Customer's CPNI. CPNI includes information relating to the quantity, technical configuration, type, destination, location, and amount of use of the telecommunications and interconnected voice over Internet Protocol services Customer purchases from Verizon, as well as related local and toll billing information, made available to Verizon solely by virtue of Customer's relationship with Verizon. With Customer consent, Verizon may share Customer CPNI and other Confidential Information among its affiliates, including Verizon Wireless, and with agents and partners, so that all may use this information to offer Customer the full range of products and services offered by Verizon and its affiliates, including local, long distance, wireless, and Internet services (see www.verizon.com for a description of Verizon companies and services). By signing this Agreement, Customer consents to Verizon using and disclosing Customer CPNI as described above. Customer may refuse CPNI consent by signing this Agreement and by notifying Verizon in writing at cpni-notices@verizonwireless.com and cpni-notices@verizonbusiness.com of Customer's decision to withhold Customer's consent. Customer's consent or refusal to consent will remain valid until Customer otherwise advises Verizon, and in either case, will not affect Verizon's provision of service to Customer.

Tariffs and Limitation of Liability. The terms and conditions that shall apply in connection with the Service, and the rights and liabilities of the parties, shall be as set forth herein and in all applicable tariffs now or hereafter filed with the applicable state regulatory commission and/or the Federal Communications Commission. Notwithstanding any other provision in the tariffs or herein, in no event shall either party be liable to the other party for any special, indirect, incidental, or consequential damages arising in connection with this Agreement or the provision of any Service, whether claim is sought in contract, tort (including negligence), strict liability or otherwise even if the party knew or should have known of the possibility of such damages. The foregoing does not affect Customer's payment obligation of amounts owed to Verizon for Services provided under this Agreement. The terms of this Agreement, Schedule A (if applicable) and any Exhibit hereto shall supersede any conflicting tariff provisions to the extent permitted by law and subject to receipt of any necessary regulatory or other governmental approvals. The contractual relationship between Verizon and Customer is governed by the following order of precedence with the item following (i) given the highest order of precedence in resolving conflicts in terms: (i) Service Exhibits; (ii) Schedule A (if applicable); (iii) the terms and conditions of this Agreement; (iv) the tariffs. This Agreement (including Schedule A and the Exhibit(s) attached hereto) and all applicable tariffs constitute the entire agreement between the parties and shall supersede all prior oral or written quotations, communications, negotiations, representations, understandings or agreements made by or to any employee, officer, or agent of any party on the subject matter hereof. This Agreement may not be modified or rescinded except by a writing signed by authorized representatives of each party.

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AGREED AND ACCEPTED:

GLOUCESTER COUNTY NEW JERSEY INC(Customer)

By_____
Name/Title_____
Date_____

Verizon Business Network Services Inc,
on behalf of the Verizon company(ies)
identified in the attached exhibit(s)

By Anthony Recine
Name/Title Anthony Recine, Vice President
Pricing/Contract Management
Date 05 May 2013

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Schedule A

The terms and conditions of this Schedule A apply to detariffed Intrastate Exchange Services in the States of California, Delaware, Florida, Pennsylvania, Rhode Island, Texas, and Virginia excluding 911 services in California, Delaware, Florida, Pennsylvania, Texas, and Virginia, and special access services in California, which remain subject to tariff.

Invoices and Payment. Verizon shall invoice Customer monthly and payment will be due net 30 days from the invoice date unless a different due date appears on the invoice. Undisputed charges paid after the due date may be subject to late payment charges as set out in the tariff until Customer's account is current. Should Customer have a bona fide billing dispute, Customer must provide notice to Verizon in writing within thirty (30) days of the invoice date with an explanation of the disputed invoiced amount, and Customer shall pay the undisputed portion.

Customer Responsibilities. Customer agrees to provide Verizon with any access and support necessary for the implementation, maintenance and provision of the Services requested hereunder. Customer is responsible for taking all steps necessary to interconnect the Services at Customer's location(s) including ensuring proper interconnection with the facilities and equipment provided by Verizon, paying all costs associated with interconnection, securing any necessary licenses, right of ways and permits and providing proper space, electrical power, heating, ventilation and cooling. Verizon shall not be liable for any damages or losses caused by the failure of equipment, inside wire or other facilities provided by Customer or a third party, and Customer shall be liable if such facilities cause damage to Verizon, its network, customers, equipment and/or Verizon's providers. Customer is solely responsible for the selection, implementation and maintenance of security features for protection against unauthorized or fraudulent use of the Service(s) and Verizon shall have no liability therefore. Customer shall be responsible, and, to the extent authorized under applicable law, shall indemnify Verizon: (i) for any damages as a result of the use or misuse of the Services by Customer, Customer's employees, or third parties, including charges for unauthorized or fraudulent use of the Services; (ii) liability resulting from the content of communication such as defamation, fraud or invasion of privacy; or, (iii) any combination of the Services with other products or services not provided by Verizon, any modification of the Services or any infringement of intellectual property as a result of such combination or modification.

Suspension of Services. In addition to Verizon's right to suspend Service for non-payment of undisputed charges, Verizon may suspend or limit use of any Services under this Agreement without liability and with notice to Customer under other conditions as provided in the applicable tariffs, including use of the Service in an unauthorized or fraudulent manner.

Guide Modifications. For Services that are detariffed and subject to a guide, Verizon may modify an applicable guide from time to time, and any modification will be binding upon Customer, as provided in the guide. If Verizon makes any changes to an applicable guide (other than to Governmental Charges) that affect Customer in a material and adverse manner, Customer will be notified of such changes via a bill insert, as a message on Customer's bill, in a separate mailing, by Email or by any other reasonable method at Verizon's discretion, and Customer may discontinue the affected Service without liability for termination charges by providing Verizon with written notice of discontinuance within 60 days of the date the change is posted on the applicable website, unless within 60 days of receiving Customer's discontinuance notice, Verizon agrees to remove the material adverse effect on Customer. Customer shall remain responsible for the payment for Services rendered until the effective date of the termination.

Warranty Disclaimer. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THE APPLICABLE TARIFF OR GUIDE, VERIZON DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES, EXPRESS, IMPLIED OR ARISING BY COURSE OF PERFORMANCE, DEALING, CUSTOM OR TRADE USAGE, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE (EVEN IF VERIZON KNEW OR SHOULD HAVE KNOWN OF SUCH PURPOSE) AND NON-INFRINGEMENT. CUSTOMER AGREES THAT THE SERVICES PROVIDED HEREUNDER ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. VERIZON DOES NOT WARRANT THAT THE SERVICES WILL MEET CUSTOMER'S NEEDS, OR WILL BE UNINTERRUPTED, ERROR-FREE, OR SECURE.

Limitation of Liability. EACH PARTY'S MAXIMUM TOTAL LIABILITY TO THE OTHER PARTY IN CONNECTION WITH THE SERVICES, FOR ANY AND ALL CAUSES OF ACTION AND CLAIMS, SHALL BE:

(A) FOR DAMAGES DUE TO FAILURES OR DISRUPTIONS IN THE SERVICES CAUSED BY THE PARTY'S NEGLIGENCE OR BREACH OF OBLIGATIONS UNDER THE AGREEMENT, THE CHARGES FOR THE AFFECTED SERVICES FOR THE PERIOD OF THE FAILURE;

(B) FOR DAMAGE TO REAL OR PERSONAL PROPERTY OR BODILY INJURY OR DEATH TO ANY PERSON PROXIMATELY CAUSED BY THE PARTY'S NEGLIGENCE, THE AMOUNT OF DIRECT DAMAGES PROVEN;

(C) FOR ANY DAMAGES ARISING OUT OF THE WILLFUL OR INTENTIONAL MISCONDUCT OF THE PARTY, THE AMOUNT OF DIRECT DAMAGES PROVEN;

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(D) FOR ALL OTHER DAMAGES NOT SET FORTH ABOVE AND NOT EXCLUDED UNDER THIS AGREEMENT, THE TARIFF OR GUIDE, THE LESSER OF (i) DIRECT DAMAGES PROVEN, OR (ii) THE AMOUNT PAID BY CUSTOMER TO VERIZON UNDER THE AGREEMENT FOR THE ONE MONTH PERIOD PRIOR TO ACCRUAL OF THE MOST RECENT CAUSE OF ACTION.

NOTHING IN THIS SECTION LIMITS CUSTOMER'S PAYMENT OBLIGATIONS UNDER THE AGREEMENT.

IP Indemnification. Verizon agrees at its own cost to indemnify Customer and to defend or, at its option, to settle, any claim or suit brought against Customer and pay any claim or judgment against Customer alleging that the Service or Customer's use of such Service as authorized herein infringes any valid United States patent, trademark, copyright, or other third party proprietary rights, provided that the Customer: (1) notifies Verizon promptly in writing of any such claim or suit, (2) gives Verizon or its designee relevant information and assistance, the reasonable costs and/or expenses of which shall be borne by Verizon, to settle and/or to defend any such claim or suit, and (3) gives Verizon or its designee full authority to control the defense and/or settlement of any such claim or suit. Verizon shall not be liable for any such costs and/or expenses incurred without Verizon's prior written authorization. If such claim has occurred or in Verizon's judgment is likely to occur, Customer agrees to allow Verizon at Verizon's option and expense, to procure the right for Customer to continue using the applicable Service or to replace or to modify such Service so that it becomes non-infringing, or to terminate the infringing Service without liability to either party, except that Customer shall remain obligated to pay for such Services rendered prior to the termination pursuant to this paragraph. Verizon obligations under this paragraph shall not apply to any claim arising out of Customer's modification of the Services or combination of the Services with other services or products of others when such claim would not have arisen but for the combination. The foregoing states the entire obligation of Verizon to Customer, and is Customer's sole and exclusive remedy with respect to any claim of infringement of any intellectual property right of any kind, and Verizon disclaims all other warranties and obligations with respect to any such claims.

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EXHIBIT A

Verizon company name: Verizon New Jersey Inc.. (referred to in this Exhibit as "Verizon")
State: NJ
Customer name: GLOUCESTER COUNTY NEW JERSEY INC
ICB-M Case No.: N/A

PRIMARY RATE INTERFACE RATE SCHEDULE

1. **Service and Rates.** Customer agrees to purchase Integrated Services Digital Network ("ISDN") PRI service (the "Service") from Verizon at the rates and in quantities set forth below ("Minimum Quantity") for the Service Period identified below. Any other work, services or facilities required will be provided subject to prevailing tariff rates and charges or, if no tariff is applicable, other commission authorized rates, terms and conditions then in effect. Customer shall provide to Verizon at each Customer location suitable and secure space, with suitable environmental conditions and uninterruptible power supply, building entrance facilities and conduit, for placement of the facilities and equipment to be used by Verizon to provide such Service. Services shall be purchased pursuant to New Jersey Business Discount Plan

Minimum Commitment Quantity	Service Item	Monthly Unit Rate w/Corporate Rewards/CSP (Ea)*	Monthly Unit Rate w/o Corporate Rewards/CSP (Ea)	NonRecurring Charges
14	PRI Interface Arrangement Volume II and Primary Rate Access Facility Volume II	$237.31	$265.98	N/A
0	PRI Interface Arrangement Volume II	$147.04	$175.70	N/A
	PRI Optional Features			
0	Redirecting Number	$17.39	$17.39	N/A
0	Features Package II	$99.78	$99.78	N/A
0	Intercom Capability	$44.78	$44.78	N/A
14	Calling Line Identification with Name	$29.91	$29.91	N/A

(i) FX mileage is additional and provided at tariff rates
(ii) Nonrecurring charges are not applicable for initial Service installation. Applicable tariff nonrecurring charges will apply to any move or relocation of an existing Service or change to initial Customer configuration including PRI Optional Features installation

*This column lists the applicable Monthly Unit Rate if Customer subscribes to and maintains, under separate agreement or tariff arrangement at all times during the Service Period, Verizon's Corporate Rewards Plan (the "Plan") or Customer Specific Pricing arrangement ("CSP") in accordance with all of the provisions of Verizon's applicable tariffs, as such tariffs may be amended from time-to-time (the "Tariffs") and agreements applicable to the Plan or CSP. If Customer fails to subscribe to or fails to maintain, as applicable, the Plan or CSP at all times during the Service Period, Customer's Monthly Unit Rate for the Service shall be re-rated to the Monthly Unit Rate without Corporate Rewards/CSP (Ea) as set forth above.

2. **Service Period.** Customer shall purchase the Service for a period of thirty six (36) consecutive months following the execution of this Agreement, the installation of the Service (if not previously installed and cutover), and receipt of all necessary regulatory and other governmental approvals that may be required prior to the provision of such Service under the terms hereof ("Service Period").Customer may order additional Service at the rates set forth above during the first eighteen (18) months of the Service Period. The Service Period for all Services ordered hereunder shall be coterminous. After this add-on period Customer may purchase additional Services at the monthly recurring rates identified above and subject to the applicable tariff month-to-month non recurring installation charges or if month-to-month rates are not available, then the non-recurring installation charges for the shortest tariff term plan that is available. By providing Verizon with at least sixty (60) days written notice prior to the expiration of the Service Period, Customer, at its option, may extend the Service Period for up to a maximum of two (2) additional one (1) year periods unless such continuation is not permitted under applicable law or regulation. Termination charges will apply to all Service disconnected prior to the end of the Service Period or any extension thereof.

3. **Ramp-Up Period.** Customer may not request a delay in Verizon's installation of the Minimum Quantity ordered hereunder that would not be consistent with the following: the Minimum Quantity of Service ordered hereunder shall be scheduled to be installed before the completion of three (3) months of the Service Period.

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4. Minimum Quantity and Shortfall. The rates herein are contingent upon Customer purchasing at least the quantity of Service set forth above as the Minimum Quantity at all times during the Service Period including any extension thereof. The Minimum Quantity shall not apply to optional features. The Minimum Quantity may be satisfied by any quantity combination of the types of PRI Services identified above (e.g., Port Only, Port + Access). Verizon will review Customer's account on a periodic basis and if the quantity of Service installed is less than the Minimum Quantity set forth herein, Customer shall pay to Verizon an amount equal to $400 per PRI, per month for the difference between the quantity of Service in-service and the Minimum Quantity. The Minimum Quantity shall not apply during the Ramp-Up period. Hereinafter, such amounts due Verizon shall be referred to as the "Shortfall Amount". Shortfall Amounts will not be assessed against units of Service where termination charges have been imposed or units of Service that have been upgraded under the provisions of the tariff. Verizon will issue an invoice to Customer for any Shortfall Amount due hereunder.

5. Termination Charges. If the Customer cancels Service subsequent to execution of this Exhibit by both parties, but prior to the In-Service Date of such Service, Customer shall pay a cancellation charge of $500.00 per affected PRI. Cancellation must be in writing to Verizon in accordance with the Notice provision of the Agreement. If Customer cancels this Agreement in whole or in part or terminates any Service prior to the expiration of the Service Period or any extension thereof, Customer shall pay to Verizon a termination charge equal to ninty four percent (94%) of the applicable monthly rate for the terminated Service multiplied by the number of months remaining in the unexpired portion of the Service Period. Customer will also pay Verizon its actual incurred costs of provisioning any associated Special Construction up to the point of such cancellation. Any such cancellation charge, termination liability charge or Special Construction charge as applicable shall be due and payable in one lump sum within 30 days of billing. Optional Features shall not be subject to termination charges. PRIs that are disconnected and subject to termination charges will count towards the satisfaction of the Minimum Quantity during the Service Period including any optional extension thereof. PRIs that are the subject of a physical move or which are relocated from one Location to another (within the state covered by this Exhibit) or PRIs that are modified from one type of PRI Service to another (for example, PRI Port Plus Access to PRI Port) shall not be subject to termination charges for the PRI circuit that was disconnected in order to be moved, relocated or modified.

6. Additional Provistons

a. Conditions. The parties acknowledge that the rates and other terms of this Agreement are premised on Customer's commitments, unique network design requirements, and Customer's service mix, usage patterns and concentration, and other characteristics.

b. Service Continuation. (i) If, at the time of expiration of the Service Period, a new agreement or tariffed service arrangement with Verizon for the Services is not effective as defined above and Customer has not requested, in writing, disconnection of the Services, then the Services will be reverted to applicable tariff or other Commission-authorized rate(s) for the minimum service commitment period available. The applicable tariff or other Commission-authorized service arrangement will govern the service arrangement prospectively, including rates, terms and conditions, which may include charges for termination prior to the end of the minimum tariff service commitment period. If there is no applicable tariff or other Commission-authorized service arrangement, then the Service will be subject to disconnection upon the expiration of the Service Period of this Agreement. If, upon expiration of the Service Period, there is a delay in reverting rates to the applicable tariff or other Commission-authorized rate(s), or in disconnecting the Services if no tariff or Commission-authorized service arrangement is available, the Service Period shall be deemed temporarily extended on a month-to-month basis until such reversion of rates or disconnection of Services is completed. In no event, however, will such temporary extension of the Service Period continue more than 12 months after the expiration of the initial Service Period. (ii) If Customer indicates to Verizon in writing that it desires to negotiate a new contract or tariffed service arrangement to continue or replace the Services provided for herein, the Service Period shall automatically be extended for a period not to exceed 60 days from the end of the initial Service Period to allow the parties to finalize a new agreement or to transition to a tariffed service arrangement. Written notice must be provided by Customer at least 30 days prior to the end of the Service Period. For purposes of this paragraph only, written notice may be by facsimile or electronic mail.

c. Detariffing. In the event any of the Services are hereafter detariffed, then the terms of the tariffs in effect immediately prior to such detariffing shall be deemed to be incorporated by reference and shall continue to apply to the provision of the Service to the same extent as such tariffs applied hereunder prior to such detariffing.

d. Facilities. The Service is available only from offices which have the necessary facilities to provide ISDN on the standard ISDN platform. Additional charges may be required if suitable facilities are not available to provide Services at any locations, or if any additional work, services, or quantities of Services are provided. In the event installation of additional network facilities is required to provide Services, Verizon will inform Customer of such applicable charges, and Verizon will install such facilities only upon mutual written agreement of the parties to such additional charges. If Customer does not agree to pay such additional charges, then this Agreement will be subject to termination, in whole or in part, by Verizon without application of the termination charges described above.

e. Verizon, at its discretion, may increase the rates for these Services if this Agreement is not signed and dated by Customer on or before June 28, 2013.

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7. Locations. The Service shall be provided to Customer under the terms hereof at the following locations (Location(s)"). Other Customer locations may be added to this Agreement only upon written or electronic request (an amendment is not required) by the Customer and provided that such locations are within the tariffed in-franchise incumbent local exchange service areas of the subject Verizon provider covered by this Exhibit A.

Quantity	Service Item	Address	City/State/Zip
2	PRI Interface Arrangement Volume II and Primary Rate Access Facility Volume II	254 County House Road, Floor No:1	East Greenwich, NJ 08020
1	PRI Interface Arrangement Volume II and Primary Rate Access Facility Volume II	155 Budd Blvd, Floor No:1	Deptford, NJ 08080
2	PRI Interface Arrangement Volume II and Primary Rate Access Facility Volume II	400 Holly Dell Dr., Floor No:1	Washington Twp, NJ 08080
1	PRI Interface Arrangement Volume II and Primary Rate Access Facility Volume II	550 Grove Rd., Floor No:1	West Deptford Twp, NJ 08086
1	PRI Interface Arrangement Volume II and Primary Rate Access Facility Volume II	2 S Broad St., Floor No:1	Woodbury, NJ 08096
2	PRI Interface Arrangement Volume II and Primary Rate Access Facility Volume II	1 N. Broad, Floor No:1	Woodbury, NJ 08096
2	PRI Interface Arrangement Volume II and Primary Rate Access Facility Volume II	1200 N Delsea Dr., Floor No:1	Clayton, NJ 08312
3	PRI Interface Arrangement Volume II and Primary Rate Access Facility Volume II	70 Hunter Street, Floor No:1	Woodbury, NJ 08096

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Routing Code:5V

verizon

SERVICE AGREEMENT
(ICB)

Customer Name:	Gloucester County ("Customer")	Main Billing Tel. No:	856-384-6900
Address:	1 North Broad Street Woodbury, NJ 08096	ICB Case No.	2012-623848

Services. Customer hereby requests and agrees to purchase from the Verizon company identified in the applicable Exhibit(s) ("Verizon") the services identified in Exhibit(s) attached to this Agreement, and in any Addendum expressly made a part hereof, and as further described in Verizon's applicable tariffs, (the "Service") for the service period stated in the Exhibit(s) or Addendum applicable to such Service (the "Service Period"), subject to Verizon's receipt of any necessary regulatory and other governmental approvals required to provide the Service under the terms hereof. The Service will be provided under the terms of this Agreement to the Customer locations specified in the attached Exhibit(s) and Addenda attached to or made a part hereof.

Charges. Customer will pay the rates and charges set forth in the attached Exhibit(s) and in any Addendum made a part hereof, and shall also pay all applicable taxes, fees, and charges, including Federal End User Common Line Charges, charged pursuant to applicable law, regulations, or tariffs in connection with the Service. If Customer cancels or terminates this Agreement or any Service prior to expiration of the Service Period, Customer will promptly pay to Verizon termination charges as set forth in the applicable Exhibit(s) and Addendum(a).

Notices. Notices under this Agreement shall be sent by first-class U.S. mail, postage prepaid, to Customer at the address specified above, and to Verizon at Verizon Business Services, 6415-6455 Business Center Drive, Highlands Ranch, CO 80130, Attn: Customer Service, Email: notice@verizonbusiness.com. With a copy to, Verizon Business Services, 22001 Loudoun County Pkwy, Ashburn, VA 20147, Attn: Vice President, Legal. Notices shall be deemed effective five business days after such mailing.

Miscellaneous. (a) Neither party will disclose the terms of this Agreement to any other person without the prior written consent of the other party, except as may be necessary to comply with applicable law, regulation, or filing requirements.
(b) In the event of any claim or dispute, the laws of the jurisdiction in which Verizon provides to Customer the particular Service that is the subject of such claim or dispute shall apply. This Agreement and its provisions shall not be construed or interpreted for or against any party hereto because that party drafted or caused that party's legal representative to draft any of its provisions.
(c) No liability shall result from Service failures caused by fires, floods, severe weather, acts of government or third parties, strikes, labor disputes, inability to obtain necessary equipment or services, or other causes beyond such party's reasonable control.
(d) If any provision of this Agreement or the provision of any Service under the terms hereof is illegal, invalid, or otherwise prohibited under applicable law or regulation in any state or jurisdiction, or does not receive any governmental or regulatory approval required by law in any state or jurisdiction, then this Agreement shall be construed as if not containing such provision or requiring the provision of such invalid, illegal, prohibited, or unapproved Service in such state or jurisdiction.
(e) Verizon may assign or transfer part or all of this Agreement to any affiliate or successor to substantially all of its assets in the locations where Service is provided hereunder. Upon reasonable prior written notice to Verizon, Customer may assign or transfer this Agreement to any company that is the successor to substantially all of its assets, provided all charges for Service provided prior to such transfer or assignment are paid in full when due. Except as otherwise required by applicable law or regulation, all other attempted assignments shall be void without the prior written consent of the other party.
(f) Except as otherwise required by applicable law or regulation, the Service provided hereunder may not be resold by Customer.

Tariffs and Limitation of Liability. The terms and conditions that shall apply in connection with the Service, and the rights and liabilities of the parties, shall be as set forth herein and in all applicable tariffs now or hereafter filed with the applicable state regulatory commission and/or the Federal Communications Commission. In no event shall Verizon be liable for any special, indirect, incidental, or consequential damages arising in connection with this Agreement or the provision of any Service, whether claim is sought in contract, tort (including negligence), strict liability or otherwise. This Agreement (including the Exhibit(s) attached hereto and any Addendum(a) made a part hereof) and all applicable tariffs constitute the entire agreement between the parties and shall supersede all prior oral or written quotations, communications, negotiations, representations, understandings or agreements made by or to any employee, officer, or agent of any party on the subject matter hereof. This Agreement may not be modified or rescinded except by a writing signed by authorized representatives of each party.

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Vz Prepared By: MFP/3-13-13
Vz Approved to Form: MFP/3-13-13

Routing Code:5V

AGREED AND ACCEPTED:
Gloucester County (Customer)

By _____

Name/Title _____

Date _____

Verizon Business Network Services Inc.,
on behalf of the Verizon company identified in the attached Exhibit(s)

By Marsha K. Harrell

Name/Title Marsha K Harrell
Senior Consultant
Pricing/Contract Management

Date 3/13/2013

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Vz Prepared By: MTP/3-13-13
Vz Approved to Form: MTP/3-13-13

Exhibit A
Routing Code: 5V

Verizon Company Name: Verizon New Jersey Inc. (referred to in this Exhibit as "Verizon")
State: NJ
Customer Name: Gloucester County
ICB No.: 2012-623848

1. Service and Rates. Customer agrees to purchase the following Services from Verizon at the rates set forth below and in quantities set forth below for the Service Period identified below. Any other work, services or facilities required will be provided subject to prevailing tariff rates and charges, or if no tariff is applicable, at Verizon's then-current retail rate.

Initial Quantity	Service Item	Monthly Unit Rate (Each)	Nonrecurring Charge
1500	DID Numbers each	$0.25	N/A

2. Minimum Requirements. To be eligible to receive the discounted Monthly Unit Rate specified above for DID Numbers, Customer must meet the following requirements at all times during the Service Period ("Minimum Requirements").

(i) Customer must maintain and pay for a minimum quantity of 1425 DID Numbers each month during the Service Period even if the actual number of DID Numbers in service is less than this amount ("Minimum Quantity"). At all times during the Service Period Customer shall be responsible to pay for all DID Numbers in service but not less than such Minimum Quantity.

(ii) Customer must maintain a minimum of six (6) Verizon PRI's to maintain the Monthly Unit Rate of $0.25 per DID Number. If Customer falls below this PRI minimum, the Monthly Unit Rate for DID Numbers will revert to the tariff rate.

3. Service Period. Customer shall purchase such Services for a period of thirty six (36) consecutive months following the execution of this Agreement, installation of the Service (if not previously installed and cutover), and receipt of all necessary regulatory and other governmental approvals that may be required prior to the provision of such Services under the terms hereof ("Service Period"). Such Service Period may be extended for up to two (2) successive one year periods provided both parties agree in writing to such extension, including agreement to any revised rates, terms or conditions that may be required by Verizon for such extension.

4. Termination Charges. If Customer terminates this Agreement prior to the expiration of the Service Period or any extension thereof, Customer shall pay to Verizon a termination charge equal to one hundred percent (100%) of the Monthly Unit Rate multiplied by the Minimum Quantity multiplied by the number of months remaining in the unexpired portion of the Service Period or any extension thereof. Any such termination liability charge shall be due and payable in one lump sum within thirty (30) days of billing.

5. Additional Provisions.

a. Conditions. The parties acknowledge that the rates and other terms of this Agreement are premised on Customer's commitments, unique network design requirements, and Customer's service mix, usage patterns and concentration, and other characteristics.

b. Service Continuation. (i) If, at the time of expiration of the Service Period, a new agreement or tariffed service arrangement with Verizon for the Services is not effective as defined above and Customer has not requested, in writing, disconnection of the Services, then the Services will be reverted to applicable tariff or other Commission-authorized rate(s) for the minimum service commitment period available. The applicable tariff or other Commission-authorized service arrangement will govern the service arrangement prospectively, including rates, terms and conditions, which may include charges for termination prior to the end of the minimum tariff service commitment period. If there is no applicable tariff or other Commission-authorized service arrangement, then the Service will be subject to disconnection upon the expiration of the Service Period of this Agreement. If, upon expiration of the Service Period, there is a delay in reverting rates to the applicable tariff or other Commission-authorized rate(s), or in disconnecting the Services if no tariff or Commission-authorized service arrangement is available, the Service Period shall be deemed temporarily extended on a month-to-month basis until such reversion of rates or disconnection of Services is completed. In no event, however, will such temporary extension of the Service Period continue more than twelve (12) months after the expiration of the initial Service Period. (ii) If Customer indicates to Verizon in writing that it desires to negotiate a new contract or tariffed service arrangement to continue or replace the Services provided for herein, the Service Period shall automatically be extended

for a period not to exceed sixty (60) days from the end of the initial Service Period to allow the parties to finalize a new agreement or to transition to a tariffed service arrangement. Written notice must be provided by Customer at least thirty (30) days prior to the end of the Service Period. For purposes of this paragraph only, written notice may be by facsimile or electronic mail.

c. Detariffing. In the event any of the Services are hereafter detariffed, then the terms of the tariffs in effect immediately prior to such detariffing shall be deemed to be incorporated by reference and shall continue to apply to the provision of the Service to the same extent as such tariffs applied hereunder prior to such detariffing.

d. Facilities. Customer shall provide to Verizon at each Customer location suitable and secure space, with suitable environmental conditions and uninterruptible power supply (UPS), building entrance facilities and conduit, for placement of the facilities and equipment to be used by Verizon to provide such service. Additional charges may be required if suitable facilities are not available to provide services at any locations, or if any additional work, services, or quantities of services are provided. In the event installation of additional network facilities is required to provide services, Verizon will inform Customer of such applicable charges, and Verizon will install such facilities only upon mutual written agreement of the parties to such additional charges. If Customer does not agree to pay such additional charges, then the service will be subject to termination by Verizon without application of the termination charges described above.

e. Customer Purchase Orders. The terms and conditions contained on a Customer purchase order document (whether signed by one or both parties) shall not serve to modify the terms and conditions of this Agreement.

f. Limitation of Action. Any claim or action arising out of this Agreement must be commenced within two years after the cause of action has accrued, notwithstanding any different limitation on the bringing of actions under applicable law. Verizon will make no refund of overpayments by Customer unless the claim for such overpayment, together with proper evidence, is submitted within two years from the date of the alleged overpayment.

g. Verizon, at its discretion, may increase the rates for the Service if this Agreement is not signed and dated by Customer on or before May 1, 2013.

6. Locations. The services shall be provided to Customer under the terms hereof at the location(s) mutually agreed upon between Customer and Verizon. Other Customer locations may be added to this Agreement only upon mutual assent of the parties.

Corporate Policy Statement

Policy No.: CPS–103
Issued: June 22, 2012
Subject: Authority to Approve Transactions

verizon

APPENDIX 4
VERIZON BUSINESS
CPS–103 LETTER OF DELEGATION OF AUTHORITY
FORM 101

Within the authority granted to me in CPS–103, "Authority to Approve Transactions," I delegate

Patricia L Myers, Manager, Pricing & Contract Management [redacted]
Marsha K Harrell, Senior Consultant, Pricing & Contract Management [redacted]
Lisa M Guignard, Director, Pricing & Contract Management [redacted] *and*
Christopher W McKeown, Manager, Pricing [redacted]

the authority to perform the following function:

Execute and deliver Verizon Business Customer Contracts and Proposals requiring "wet ink" signatures, including any and all ancillary documents and amendments related thereto, that are duly approved in accordance with then-applicable Verizon Business corporate policies, including the use of stamp bearing facsimile of my signature in accordance with *Security Procedure for Anthony Recine, Vice President, Pricing & Contract Management, Blue Ink Stamp* Policy.

This will be effective beginning on July 1, 2012 and ending on June 30, 2013 or before if rescinded by me.

(Annual delegations must be completed by July 1st of each respective year and may not exceed one year from their effective date. Delegations with a start date other than July 1st should also include an end date of the subsequent June 30 or earlier.)

Distribution:

- The person delegated authority must retain a copy of Form 101 delegation, either electronic or hard copy, for one (1) year after expiration date.
- The person granting the delegation must retain the Form 101 delegation, either electronic or hard copy, for one (1) year after expiration date; send a copy to the delegate, the group Chief Financial Officer, and Corporate Finance Compliance at corporatefinancecompliance@core.verizon.com; and ensure the delegation is entered into the Accounts Payable system when appropriate.

Approved By:

Anthony Recine 7/2/12
Signature Date

Anthony Recine [redacted]
Name VZ ID

VP, Pricing & Contract Management [redacted]

[redacted]
Responsibility Code or Cost Center Code

Lisa M Guignard 7/5/12
Delegate's Signature – Lisa M Guignard

Patricia L Myers 7/2/12
Delegate's Signature – Patricia L Myers

Marsha K. Harrell 7/2/12
Delegate's Signature – Marsha K Harrell

Christopher W McKeown 7/6/12
Delegate's Signature – Christopher W McKeown

verizon

APPLICATION FOR SERVICE

Customer Name:	Gloucester County Offices	Main Billing Tel. No:	856 M55-1030_603
Address:	1 N. Broad Street Woodbury, NJ 08096	VSA No. (if applicable) Amendment No. (if applicable)	

Customer applies for and agrees to purchase from Verizon New Jersey Inc. ("Verizon") the services identified below and as further described in Verizon's applicable tariffs (the "Services"), for a minimum period of ___Twenty four__ (24_) consecutive months following execution of this Application and commencement of Services hereunder (the "Service Period"). The Services will be provided subject to the terms and conditions of Verizon's applicable tariffs in effect during the Service Period (the "Tariffs"), which are incorporated by this reference, and subject to the availability of suitable facilities.

If Customer terminates this Application or any Services prior to expiration of the Service Period, Customer will promptly pay to Verizon any termination and cancellation charges specified in the Tariffs. The rates for the Services shall be as set forth in the Tariffs, which rates are summarized below. Customer shall also pay all applicable charges, fees, taxes and tariff surcharges, including federal End User Common Line Charges, charged pursuant to applicable law, regulations or Tariffs.

Quantity	Service Provided pursuant to (*check one*): ☐ StateTariff ☒ FCC Tariff	Monthly Unit Rate	Non-recurring Charges / Unit
5	DS1 – no interoffice mileage	$393.54	n/a
1	DS1 – 5 Miles	$566.40	n/a
3	DS1 – 7 Miles	$604.29	n/a
1	DS1 – 7 Miles	$615.72	n/a
1	DS1 – 8 Miles	$640.38	n/a
1	DS1 – 10 Miles	$678.37	n/a
1	DS1 – 14 Miles	$855.62	n/a
Note: Any mileage quantities listed in the table above shall be deemed initial estimates, and billing will be based on actual mileage.			

The Services will be provided at the following Customer locations:

BAN/Circuit ID	Miles	Monthly	Location A	Location Z
.HCGS.414946..NJ	0	$ 393.54	204 E HOLLY AV, WASHTN TWP	1200 N. DELSEA DR, CLAYTON
.HCGS.454575..NJ	0	$ 393.54	1 N BROAD, WDBY	2 S BROAD, WDBY
.HCGS.414790..NJ	0	$ 393.54	115 BUDD BLVD, W DPTFRD T	1 N BROAD, WDBY
.HCGS.414860..NJ	0	$ 393.54	1 N BROAD, WDBY	70 HUNTER, WDBY
.HCGS.414783..NJ	0	$ 393.54	550 GROVE RD, W DPTFRD T	1 N BROAD, WDBY
.HCGS.414841..NJ	5	$ 566.40	254 COUNTY HOUSE RD, E GRENWCH	109 BUDD BLVD, W DPTFRD T
.HCGS.414773..NJ	7	$ 604.39	1200 N. DELSEA DR, CLAYTON	Egg Harbor Rd and Route 47, Washington Township, NJ
.HCGS.414882..NJ	7	$ 604.39	COOKING LA, MONRO TWP	1200 N. DELSEA DR, CLAYTON
.HCGS.415201..NJ	7	$ 615.72	SHADY LN RD, E GRENWH	2073 HIGH HILL RD, LOGAN TWP
.HCGS.415421..NJ	7	$ 604.39	1200 N. DELSEA DR, CLAYTON	NELSON AV, FRKLN TWP: AHN 1433
.HCGS.415270..NJ	8	$ 640.38	600 US HWY NO 130, W DPTFRD T	SHADY LN RD, CLARKBORO
.HCGS.415312..NJ	10	$ 678.37	1 N BROAD, WDBY: BLDG COURTHOUSE	1200 N. DELSEA DR, CLAYTON
.HCGS.415537..NJ	14	$ 855.62	VESTRY RD, WOODSTOWN: BLDG TV TWR	SHADY LN RD, CLARKBORO: CLARKSBORO TWR

The provision of any additional locations and/or quantities of Services will be subject to Verizon's applicable Tariffs. Additional charges may also be required if suitable facilities are not available to provide the Service at any locations.

Verizon may assign or transfer part or all of this Application to any of its affiliates. Upon reasonable prior written notice to Verizon and consistent with applicable Tariff supersedure or other regulatory requirements, Customer may assign or transfer this Application to any company that is the successor to substantially all of its assets. All other attempted assignments shall be void without the prior written consent of the other party.

This Application and the Tariffs constitute the entire agreement between Customer and Verizon regarding the Services, and supersede all prior oral or written quotations, communications, understandings or agreements. In the event of a conflict between the Tariffs and this Application, the Tariffs shall control. Customer represents that its execution of this Application is based solely on its independent assessment of the rights and obligations set forth herein and not on any other oral or written quotations, communications, understandings or agreements.

In the event any of the Services are hereafter detariffed, the terms of the Tariffs in effect immediately prior to such detariffing shall be deemed to be incorporated by reference in this Application and shall create a binding agreement with Customer for the Services. This agreement shall apply to the provision of the Services to the same extent as such Tariffs applied hereunder prior to such detariffing and shall remain in effect until the Services are terminated or until replaced by another agreement.

Agreed and accepted:

Gloucester County offices (Customer)		Verizon Business Network Services Inc. on behalf of Verizon New Jersey Inc.	
By		By	Anthony Recine
Name/title		Name/title	Anthony Recine President
Date		Date	3/5/13

B1

RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO COOPER NOTIFICATION, INC., FOR CONTINUING SERVICES OF THE ROAM SECURE ALERT NETWORK SYSTEM (GLOUCESTER ALERT), FOR A TOTAL CONTRACT AMOUNT OF $35,000.00, FROM JANUARY 1, 2013 TO DECEMBER 31, 2013

WHEREAS, the County of Gloucester has a need to continue computer software and support services for the Roam Secure Alert System (Gloucester Alert), a text messaging system capable of sending 18,000 text messages per minute during an emergency; and

WHEREAS, the Gloucester County Office of Emergency Response has recommended that said services be provided by Cooper Notification, Inc., with offices at 7565 Commerce Court, Sarasota, Florida 34243, for the total contract amount of $35,000.00, for the period from January 1, 2013 to December 31, 2013, with the option to extend for two (2) one (1) year periods; and

WHEREAS, the Purchasing Agent of Gloucester County has certified the availability of funds in the amount of $35,000.00, pursuant to CAF #13-02320, which amount shall be charged against budget line item #3-01-25-250-001-20370; and

WHEREAS, this service related to this contract is an expansion and ultimately the support and maintenance of proprietary hardware and software which is integrally related to existing security systems previously installed in the County and is an exception to the Local Public Contracts Law and described and provided in N.J.S.A. 40A:11-5(1)(dd); and

WHEREAS, the contract has been awarded consistent with the fair and open provisions of the Gloucester County Administrative Code and with N.J.S.A. 19:44A-20.4 et seq., which exempt this contract from competition because vendor has certified that it has not previously made and will not make a disqualifying contribution during the term of the contract.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that the Freeholder Director and Clerk of the Board be and are hereby authorized to execute a contract between County of Gloucester and Cooper Notification, Inc., for a total contract amount of $35,000.00, from January 1, 2013 to December 31, 2013, with the option to extend for two (2) one (1) year terms.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, March 27, 2013, at Woodbury, New Jersey.

COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

B1

CONTRACT BETWEEN
COUNTY OF GLOUCESTER
AND
COOPER NOTIFICATION, INC.

THIS CONTRACT is made effective the 1st 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 **COOPER NOTIFICATION, INC.,** with offices at 103 W Broad Street, Suite 500, Falls Church, Virginia 22046, hereinafter referred to as "**Vendor**".

RECITALS

WHEREAS, the County of Gloucester has determined that there is a need to contract for continuing software and support services for the Roam Secure Alert System, which is utilized by the County's Office of Emergency Response; and

WHEREAS, this service related to this contract is an expansion and ultimately the support and maintenance of proprietary hardware and software which is integrally related to existing security systems previously installed in the County and is an exception to the Local Public Contracts Law and described and provided in N.J.S.A. 40A:11-5(1)(dd); and

WHEREAS, the contract has been awarded consistent with the fair and open provisions of the Gloucester County Administrative Code and with N.J.S.A. 19:44A-20.4 et seq., which exempt this contract from competition because vendor has certified that it has not previously made and will not make a disqualifying contribution during the term of the contract; 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 contract shall be for the period of one year, from January 1, 2013 to December 31, 2013, with the option to extend for two (2) one (1) year terms.

2. COMPENSATION. Vendor shall be compensated pursuant to Attachment A, attached hereto, in the total contract amount of $35,000.00.

Vendor shall be paid in accordance with this Contract document upon date 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 claims against the County arising out of, or by reason, the work done and materials furnished under this Contract.

3. DUTIES OF PARTIES. The specific duties of the Vendor shall be as set forth in Attachment A, *Cooper Notification Renewal Quote*, dated December 1, 2012, which is attached hereto and made a part of this Contract.

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 vendor's proposal.

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. 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.

B. 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.

C. 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.

D. 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.

E. 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 personal injury, including death, to employees or recipients of the Vendor's services or to any other persons, or from any damage to any property of third parties sustained in connection with this contract which results from any negligent acts or omissions of any of its officers, directors, employees, agents, servants or independent contractors. 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. POLITICAL CONTRIBUTION DISCLOSURE AND PROHIBITION. This contract has been awarded to Vendor based on the merits and abilities of Vendor to provide the goods or services described in this Contract. This contract was awarded through a non-competitive process pursuant to N.J.S.A. 19:44A-20.4 et seq. The signer of this Contract does hereby certify that Vendor, its subsidiaries, assigns or principals controlling in excess of 10% of the Vendor will not make a reportable contribution during the term of the contract to any political party committee in Gloucester County if a member of that political party is serving in an elective public office of Gloucester County when the contract is awarded, or to any candidate committee of any person serving in an elective public office of Gloucester County when the contract is awarded.

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

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

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

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

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

13. PARTIAL INVALIDITY. In the event that any 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.

14. CHANGES. This Contract may be modified by 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.

15. 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.

16. 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.

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

18. 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.

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

20. **CONTRACT PARTS.** Attached hereto and incorporated herein are various appendices, schedules and attachments (collectively, "the attachments") which provide details of the vendor's obligations concerning reporting requirements, record keeping and the like. Also incorporated herein are any other specifications issued by the County in connection with this contract. If there is a conflict between any of the attachments and the specifications the specifications will control. If there is a conflict between any of the attachments or the specifications and the Contract, then this Contract will control.

THIS CONTRACT is effective as of the 1st 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 **ROBERT M. DAMMINGER, DIRECTOR**

ATTEST: **COOPER NOTIFICATION, INC.**

_____ _____

By:
Title:

ATTACHMENT A

B1

COOPER Notification
RSAN

Renewal Quote

103 W Broad St., Suite 500
Falls Church, VA 22046
703-294-6768

QUOTE NO. GC01012013
DATE December 1, 2012
CUSTOMER ID GC
EXPIRATION DATE January 1, 2013

TO
Gloucester County, NJ
1200 N. Delsea Drive
Clayton, NJ 08312

PREPARED BY	SYSTEM TYPE	DEPLOYMENT TYPE	PAYMENT TERMS	DUE DATE
Fabian Escalante	RSAN Annual Renewal	Hosted	Due on receipt	1/1/13

ITEM	DESCRIPTION	
Term	1 Year - RSAN Annual Renewal 1/1/13-12/31/13	
Details	Renewal invoice for Gloucester County RSAN system	$ 35,000.00
Inclusions	Includes all set-up, maintenance and upgrades to keep system current with latest RSAN feature releases, 74 support hours, 0 voice minutes ($0.15/min overage), 200,000 premium SMS messages ($0.05/msg overage)	
Features	Includes full RSAN usage as well as unlimited RSIX feeds	
	TOTAL DISCOUNT	
	SUBTOTAL	$35,000.00
	SALES TAX	
	TOTAL	$35,000.00

Please submit a Purchase Order for the quoted amount to continue the hosted service from January 1, 2013 to December 31, 2013. Customer is responsible for any and all applicable sales or other related taxes.

THANK YOU FOR YOUR BUSINESS

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

B1

Certificate of Availability of Funds

TREASURER'S NO. 13 02320 DATE Mar. 14, 2013

3-01-25-250-001-20370

BUDGET NUMBER - CURRENT YR ——— B ——— DEPARTMENT Emerg. Resp

AMOUNT OF CERTIFICATION 35,000.00 COUNTY COUNSEL Thomas Campo

DESCRIPTION: For Annual Renewal for Roam Secure - (Gloucester Alert) - An emergency Notification System.

VENDOR: Cooper Notification, INC

ADDRESS: 103 W. Broad St. Ste 500

Fall Church, VA 22046

DEPARTMENT HEAD APPROVAL

APPROVED ☐ PURCHASING AGENT

☐ RETURNED TO DEPARTMENT NOT APPROVED

DATE PROCESSED 3-18-13

3/27/13 Freeholder Meeting

B2

RESOLUTION CONFIRMING THE AWARD OF EMERGENCY CONTRACT TO NAT ALEXANDER, INC., IN THE TOTAL AMOUNT OF $51,885.00 FOR MOBILE CASCADE SYSTEM TASKED WITH FILLING SCBA (SELF CONTAINED BREATHING APPARATUS) AIR BOTTLES AND CARTRIDGE ADAPTERS FOR EMERGENCY RESPONDERS DURING THE TRAIN DERAILMENT IN PAULSBORO

WHEREAS, the award of a contract by the County under and pursuant to the emergency provision of the Local Public Contracts Law, and regulations promulgated thereunder for mobile cascade services tasked with filling SCBA air bottles and cartridge adapters used by emergency responders was made by the County on December 4, 2012 to Nat Alexander, Inc.; and

WHEREAS, the said contract was exempt from public bidding, as it was required for use by Emergency Responders in response to a train derailment, as set forth in N.J.S.A. 40A:11-6, as certified by Joseph T. Butts, Director of Emergency Response; and

WHEREAS, the Director of Emergency Response, Joseph T. Butts, notified Peter Mercanti, County Purchasing Agent, of the need for said contract, the nature of the emergency, the time of its occurrence, and the need for invoking the Emergency Provisions, and certified to same; and

WHEREAS, the County invoked N.J.S.A. 40A:11-6 (Emergency Purchases and Contracts) in order to obtain the equipment necessary for the emergency work to be performed, and contracted with Nat Alexander, Inc, with an office address of 121 North White Horse Pike, Laurel Springs, NJ 08021-1648 for mobile cascade system tasked with filling SCBA (self contain breathing apparatus) air bottles for first responders and cartridge adapters as needed for a total amount of $51,885.00; and

WHEREAS, the Purchasing Agent for the County has certified the availability of funds for the emergency provisions in the amount of $51,885.00, pursuant to C.A.F. #13-02319, which amount shall be charged against budget line item 2-01-35-470-001-20201.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the emergency contract awarded by the County to Nat Alexander, Inc, for emergency services, pursuant to, and in accordance with, the emergency provisions, be, and hereby is, confirmed and approved.

BE IT FURTHER RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the Freeholder Director and Clerk of the Board, be and are hereby authorized to execute the contract with Nat Alexander, Inc., in the total amount of $51,885.00 per the prices submitted in the invoices.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, State of New Jersey held on Wednesday, March 27, 2013, at Woodbury, New Jersey.

COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

B2

CONTRACT BETWEEN
COUNTY OF GLOUCESTER
AND
NAT ALEXANDER, INC.

THIS CONTRACT is made effective this **28th** day of **March 2013**, by and between the **COUNTY OF GLOUCESTER**, a body politic and corporate, with administrative offices at 2 South Broad Street, Woodbury, New Jersey 08096, hereinafter referred to as "County", and **NAT ALEXANDER, INC.,** A Division of Mid-Atlantic Fire and Air, a New Jersey Corporation, with offices at 121 North White Horse Pike, Laurel Springs, New Jersey 08021, hereinafter referred to as "**Contractor**".

RECITALS

WHEREAS, there existed a need for the County to contract for a mobile cascade system to refill SCBA (self contained breathing apparatus) air bottles and 40 mm cartridge adapters as required for the response to the train derailment of November 30, 2012 in Paulsboro; and

WHEREAS, Contractor represents that it is qualified to provide said equipment for the County, and desires to so perform pursuant to the terms and provisions of this Contract.

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

TERMS OF AGREEMENT

1. TERM. This Contract shall be effective for a period of three (3) months from March 28, 2013 to June 27, 2013.

2. COMPENSATION. Contractor shall be compensated in accordance with the unit prices as set forth in its invoices as submitted for required emergency equipment and services, for a total amount of $51,885.00.

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

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

3. **DUTIES OF CONTRACTOR.** The specific duties of the Contractor shall be as set forth in the Prices Quoted.

Contractor agrees that it has or will comply with, and where applicable shall continue throughout the period of this Contract to comply with, all of the requirements of the Prices Quoted, and all applicable laws, statutes, regulations, rules and ordinances.

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

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

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

The Contractor 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 Contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The Contractor 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 Contractor 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 Contractor or any of its agents is required to maintain a license, or to maintain in force and effect any permits issued by any governmental or quasi-governmental entity in order to perform the services which are the subject of this Contract,

then prior to the effective date of this Contract, and as a condition precedent to its taking effect, Contractor shall provide to County a copy of its current license and permits required to operate in the State of New Jersey, which license and permits shall be in good standing and shall not be subject to any current action to revoke or suspend, and shall remain so throughout the term of this Contract.

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

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

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

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

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

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

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

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

7. **NO ASSIGNMENT OR SUBCONTRACT.** This Contract may not be assigned nor subcontracted by the Contractor, except as otherwise agreed in writing by both parties. Any attempted assignment or subcontract without such written consent shall be void with respect to

the County and no obligation on the County's part to the assignee shall arise, unless the County shall elect to accept and to consent to such assignment or subcontract.

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

9. INSURANCE. Contractor shall, if applicable to the services to be provided, maintain general liability, automobile liability, business operations, 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. Contractor shall, simultaneously with the execution of this Contract, deliver certifications of said insurance to County, naming County as an additional insured.

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

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

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

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

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

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

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

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

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, the Specifications, and the Invoices, all of which are referred to and incorporated herein. Should there occur a conflict between this form of Contract and the Specifications, then this Contract shall prevail. If there should occur a conflict between either this form of Contract or the Specifications, and the Invoices, then this Contract and the Specifications shall prevail.

THIS CONTRACT is effective as of **March 28, 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 Contractor has caused this instrument to be signed by its properly authorized representative and its corporate seal affixed the day and year first above written.

ATTEST:

COUNTY OF GLOUCESTER

_____

ROBERT N. DI LELLA, CLERK

_____

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

NAT ALEXANDER COMPANY

_____

BY:_____

_____

(Please Print Name)

_____

(Please Print Title)

B2

COUNTY OF GLOUCESTER
CERTIFICATION OF REQUEST FOR EMERGENCY PURCHASES

THE UNDERSIGNED DEPARTMENT HEAD (OR DESIGNATED AGENT) CERTIFIES AS FOLLOWS:

1. AN EMERGENCY CONDITION EXISTS IN Dept. of Emergency Response
(NAME OF DEPARTMENT)
2. THIS EMERGENCY OCCURRED ON November 30th 2012
(DATE) (TIME)
3. THE NATURE OF THE EMERGENCY IS:
Train Derailment - Paulsboro
4. THIS CONDITION CONSTITUTES AN EMERGENCY AFFECTING THE IMMEDIATE HEALTH, SAFETY OR WELFARE OF THE PUBLIC.

5. DESCRIPTION OF CONDITION AND HOW IT AFFECTS HEALTH, SAFETY OR WELFARE. Refilling of air tanks used by First Responders via Nat Alexander Inc. Mobile Cascade.

6. IT IS NECESSARY TO INVOKE N.J.S.A. 40A:11-6 (EMERGENCY PURCHASES AND CONTRACTS) IN ORDER TO OBTAIN THE DELIVERY OF THE MATERIALS, SUPPLIES, OR SERVICES DESCRIBED IN THE ATTACHED REQUISITION #. THE ESTIMATED COST OF FURNISHING THE MATERIALS, SUPPLIES OR SERVICES IS $ 51,885.00

7. PERMISSION IS REQUESTED FOR APPROVAL TO ISSUE A PURCHASE ORDER WITHOUT OBTAINING BIDS, PURSUANT TO THE ABOVE CITED STATUTE.

8. I CERTIFY THAT THE FOREGOING STATEMENTS MADE BY ME ARE TRUE. I AM AWARE THAT IF ANY OF THE FOREGOING STATEMENTS MADE BY ME ARE WILLFULLY FALSE, I AM SUBJECT TO PUNISHMENT.

DATED _____ SIGNATURE OF DEPT. HEAD

PURCHASING AGENT _____

APPROVED _____ COUNTY ADMINISTRATOR

FOR PURCHASING DEPARTMENT ONLY:

1. IF APPROVAL IS GRANTED, RECORD THE PURCHASE ORDER (S) ISSUED PURSUANT TO THE EMERGENCY 13-02319
2. THE MAXIMUM AMOUNT THAT MAY BE EXPENDED UNDER THIS EMERGENCY IS $ 51,885.00

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

B2

Certificate of Availability of Funds

TREASURER'S NO. 13-02319 DATE 3/12/13

BUDGET NUMBER - CURRENT YR 2-01-35-470-001-20201 B ——— DEPARTMENT Communications

AMOUNT OF CERTIFICATION $51,885.00 COUNTY COUNSEL Tom Campo

DESCRIPTION: Emergency refilling of breathing cartridges and (100) adapters over a three week period for the train derailment.

VENDOR: Nat Alexander

ADDRESS: 121 North White Horse Pike
Laurel Springs, NJ 08021

DEPARTMENT HEAD APPROVAL

APPROVED ☐ PURCHASING AGENT

☐ RETURNED TO DEPARTMENT NOT APPROVED

DATE PROCESSED 3-13-13

March 27, 2013 Freeholder Meeting

C1

RESOLUTION TO CONTRACT WITH THE GLOUCESTER COUNTY INSTITUTE OF TECHNOLOGY TO PROVIDE SUMMER EMPLOYMENT SERVICES FOR "AT RISK" YOUTH FROM APRIL 1, 2013 TO SEPTEMBER 30, 2013 IN AN AMOUNT NOT TO EXCEED $128,225.00

WHEREAS, the County of Gloucester County ("County"), a designated workforce area, pursuant to the Workforce Investment Act of 1998, has the need to create employment activities for "at risk youth" during the summer of 2013; and

WHEREAS, the County requested proposals, via RFP #013-024 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 Gloucester County Institute of Technology (GCIT), 1360 Tanyard Road, Sewell, New Jersey, 08080 made the most advantageous proposal; and

WHEREAS, the GCIT shall be responsible for providing a summer work program and activities for "at risk youth"; and

WHEREAS, compensation for the aforesaid services shall be in an amount not to exceed $128,225.00 from April 1, 2013 to September 30, 2013, and

WHEREAS, a Certificate of Availability of Funds has not been issued at this time as this is an open-ended contract, which does not obligate the County of Gloucester to make any purchase, and prior to any purchase being made or service rendered pursuant to the within award, a Certificate of Availability shall be obtained from the Treasurer of the County of Gloucester certifying that sufficient monies are available at that time for that particular purpose and identifying the line item of the County budget from which said funds will be paid.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that the Freeholder Director and Clerk of the Board be and are hereby authorized to execute a contract with the Gloucester County Institute of Technology for the provision of summer youth employment activities for the period of April 1, 2013 through September 30, 2013 in an amount not to exceed $128,225.00.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, State of New Jersey held on Wednesday, March 27, 2013 at Woodbury, New Jersey.

COUNTY OF GLOUCESTER

_____

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

_____

ROBERT N. DILELLA, CLERK

C1

CONTRACT BETWEEN
GLOUCESTER COUNTY INSTITUTE OF TECHNOLOGY
AND
THE COUNTY OF GLOUCESTER

THIS CONTRACT is made effective the 27th day of March 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 the **GLOUCESTER COUNTY INSTITUTE OF TECHNOLOGY**, located at 1360 Tanyard Road, Sewell, New Jersey 08080, hereinafter referred to as "**Contractor**".

RECITALS

WHEREAS, there exists a need for the County of Gloucester to contract for the provision of services for "at risk" youth within the County of Gloucester, as more particularly set forth in **RFP-013-024**; and

WHEREAS, this contract is awarded pursuant to and consistent with Gloucester County's fair and open competitive contracting as per State Statute 40A:11-4.1; and

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

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

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

TERMS OF AGREEMENT

1. TERM. This Contract shall be effective for the period commencing April 1, 2013 and concluding September 30, 2013.

2. COMPENSATION. Contract shall be for estimated units of service, with the minimum contract amount of Zero and a maximum contract amount of $128,225.00, pursuant to the proposal submitted by the Contractor, therefore this contract is open ended, which does not obligate the County of Gloucester to make any purchase. Services will be billed at the rate cited in the proposal.

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

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

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

3. DUTIES OF CONTRACTOR. The specific duties of the Contractor shall be in the County's **RFP-013-024**, and Contractor's responsive proposal, which are incorporated in their entirety and made a part of this Contract and "Program Specifications" which is incorporated and made part of this Contract as Attachment A, together with any other specifications issued by the County in connection with this Contract. Should there occur a conflict between this form of contract and **RFP-013-024**, this contract shall prevail.

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

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

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

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

The Contractor 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 Contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

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

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

A. Pursuant to the termination provisions set forth in **RFP-013-024**, which are specifically referred to and incorporated herein by reference.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

18. APPLICABLE LAW. The terms and provisions of this Contract shall be construed pursuant to the laws of the State of New Jersey and, where applicable, the laws of the United States of America. Applicant/Contractor shall comply with the following Federal Code/Regulations concerning the Environment:

Sec. 306- Clean Air Act (42 USC 1857(h)
Sec. 508- Clean Water Act (33 USC 1368)
Environmental Protection Regs. 40CFR Pact 15
Energy Policy and Conservation Act 89 Stat.891

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

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

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

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

23. CONTRACT PARTS. This Contract consists of this Contract document, RFP-013-024 issued by the County of Gloucester and Contractor's responsive proposal. Should there occur a conflict between this form of contract and RFP-013-024, then this contract shall prevail. If there should occur a conflict between this Contract or RFP-013-024, then this Contract or the RFP, as the case may be, shall prevail.

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

ATTEST:

COUNTY OF GLOUCESTER

_____

ROBERT N. DILELLA, CLERK

_____

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

GLOUCESTER COUNTY INSTITUTE OF TECHNOLOGY

_____

_____

MICHAEL DICKEN, SUPERINTENDANT

Attachment A

2013 Summer Youth Program
High School Seniors Ages 17-21

(April 1, 2013 through September 30, 2013)

The Gloucester County Institute of Technology will provide soft skills and workplace experiences for its 2013 Youth Summer Program. The program serves youth participants ages 17-21 by providing opportunities to receive coaching and mentoring, gain career exposure and develop employability skills through training coupled with real world work experience during the six to seven weeks of the summer.

The goals of the Summer Youth Employment Program are to:

1) Provide career-oriented summer employment placements for youth ages 17-21
2) Help young people develop transferable skills to increase employability through job readiness training.
3) Provide youth with professional guidance, training, and supervision.
4) Provide youth with the opportunity to attend educational workshops, participate in health and fitness activities and other life enriching experiences.

The training site locations will include the following:

Gloucester County Education Campus

1. Gloucester County College, 1400 Tanyard Road, Sewell, NJ 08080;
2. Youth One Stop, College Services Building, 6 Barnsboro-Blackwood Road, Sewell, NJ 08080;
3. Gloucester County Institute of Technology, 1360 Tanyard Road, Sewell, NJ 08080;
4. Bankbridge Regional School, 870 Bankbridge Road, Sewell, NJ 08080;
5. Bankbridge Elementary School, 850 Bankbridge Road, Sewell, NJ 08080;
6. Bankbridge Development Center, 550 Salina Road, Sewell, NJ 08080.

Glassboro Food Bank, 123 High Street, Glassboro, NJ 08028

Pitman Golf Course, 501 Pitman Road, Sewell, NJ 08080

This public facility has a regulation 18 hole golf course, a practice putting green, a driving range, and a full service clubhouse restaurant. Pitman Golf Course is owned and operated by the County of Gloucester and the services provided are under the direction of the Board of Chosen Freeholders.

Scotland Run Park, 980 East Academy Street, Clayton, N.J. 08322

Eighty acre Wilson Lake offers passive recreation opportunities including fishing, boating and nature observation. There is also a handicapped accessible fishing pier in the boat launch area. The playground and picnic areas are across the street from the nature center. The nature center offers a variety of environmental education programs for all ages. Walking trails are located behind the nature center and also on the lake-side of the park.

Recruitment:

The administration and staff will present to the guidance directors, counselors, child study team directors, and principals throughout the county, with distinct attention to the "pockets of poverty"

districts. Networking with Gloucester County High Schools will be conducted until the student roster is complete.

We will distribute information flyers within the county via Gloucester County High Schools. Additionally, we will submit information to the Gloucester County Times for their "Community" posting.

Selection and Assessment: (Application and Intake Process)
The program will be targeting seniors that will graduate high school in June, 2013 that meet all the WIA eligibility requirements. Every student who wishes to enroll in the One-Stop Summer Youth Program would be required to fill out an application. Applications will be located in the Youth One Stop Building and the Guidance and Child Study team offices at GCIT for pick up by the public. Applications may also be mailed and emailed upon request. Once the completed application is received back, the application will be reviewed to certify if the person meets all the WIA eligibility requirements. Original copies of all student paperwork will be kept in the student's permanent file under lock and key in the GED Facilitator's Office.

Educational Services:
All students will participant in a pre-vocational class where they will receive instruction designed to prepare the student for transition to adult life. Student's interest and career aptitude will determine each students focus on post-secondary education, vocational training, or employment opportunities. Educational seminars for students might include the following topics:

> *Resume Writing Seminar* – The topics will include creating a basic resume, updating a current resume, and learning basic strategies in resume writing.
> *Dress for Success Seminar* –Students will learn the "do's" and "don'ts" of how to dress for an interview, and the importance of making a good first impression. Tips on appropriate workplace attire will be shared.
>
> *Employment Search Seminar* – Students will learn how to find the best online employment sites. Topics will include how to find job openings at specific locations, how to apply online or in person, and tips on filling out applications. Students will be transported to the Youth One Stop building at 6 Barnsboro-Blackwood Road in Sewell to take advantage of the computer/iuternet services.

Soft Skills to be provided:
Students will be provided with various skills that might include: effective communication skills, demonstrating positive attitudes/behaviors, how to be a team player, and problem solving. An educational seminar will be included for students to learn the importance of two way communication as it pertains to the workplace in participating in fun group activities. Learn how to read non-verbal cues from others. Team building and problem solving techniques will also be discussed.

Life Skills to be provided:
Activities will emphasize the following: ability to make career decisions, the use of labor market information, preparing a resume, filling out applications, interviewing skills, importance of punctuality and regular attendance, presenting appropriate appearance, and completing tasks effectively.

Recreational Activities to be provided:
Students will participate in a community service project such as service to a local food bank. The recreational facilities of GCIT such as the gymnasium and fitness center are also available to students to increase their mental and physical well-being. Students will also participate in two incentive based trips such as Camden River Sharks and/or Funplex.

Work Activities:
Based on student enrollment and interest, the Youth Summer Program will offer the following work programs and locations:

1. **Landscaping Work Program**
   Students will learn basic skills needed for care of and install landscaping materials. Topics will include: layout, plant care, tool usage, and plant installation.
2. **Paint Crew Work Program**
   Students will learn the basic skills needed in the painting industry. Topics will include: safety, painting tools, and techniques.
3. **Culinary Arts Work Program**
   Students will learn the basic skills used in the field of culinary. Topics will include: food safety, equipment usage, and lunch production.
4. **Commercial Building/Maintenance Work Program**
   Students will learn the basic skills used in building maintenance including: safety, HVAC, electrical, and general building repair. Students will also construct storage sheds.
5. **Gloucester County College Maintenance Work Program**
   Students will learn basic skills used in building maintenance. Topics will include: building repair, lawn maintenance, and tool usage.

Support Services:
Support services will be provided to students from start to finish. While enrolled in the Youth One Stop Summer Program, students not only receive soft skills and workplace experiences; they have the opportunity to receive therapeutic counseling, and guidance from an experienced counselor. School-Based Youth Services counselors are also available to provide counseling under certain circumstances. Teachers will use a daily point sheet to rate students on their soft skills, cooperation, timeliness, work skills, time on task, effort, etc. which will be used for assessment of the student's educational needs.

Supportive services such as interview clothing and public transportation vouchers are also available as needed. Students will be permitted to utilize the retail store on a regular basis throughout the week. Lunches will be provided daily to all attending students. Finally, our Transition Services will provide an Employment Specialist for all students to identify and secure appropriate employment opportunities. The Employment Specialist will meet with students prior to the start of the program and after the end of the program to determine their needs and how they can assist students with employment, college applications, etc.

Time Frame/Exit Plan:
The program will run from **Monday, July 8, 2013, to Friday, August 16, 2013**, and will operate five days a week with students working six hours a day for a total of six weeks. During and upon completion of the Youth Summer Program, all students will meet with an Employment Specialist to review career/education goals and objectives, and also with the Coordinator/Counselor to review their

daily point sheets. The exit plan includes, at minimum, career/education advancement goals, life goals (college or vocational training or independent housing arrangements) along with an explanation and/or strategy on how these goals will be obtained.

XI. Follow-up Activities:
Students who complete the Youth Summer Program will receive periodic mailings, Facebook messages, texts, and phone calls from the Youth One Stop Employment Specialist for a period of 12 months after completion of the program. Enrolled students are also invited to all career and post-secondary education trips/information sessions.

ADDITIONAL EXPECTATIONS

1. All personnel who serve youth *MUST* have a background check.
2. All personnel must be "youth friendly" by reacting to youth in a positive manner.
3. Eligible high school youth will be recruited from the 17 school districts within Gloucester County, keeping in mind the districts with "pockets of poverty".
4. Grade level and numerical level will be needed on all eligible participants.
5. Math and reading levels will be needed on all eligible participants.
6. All youth must receive their **HIGH SCHOOL DIPLOMA/GED and either OBTAIN EMPLOYMENT, ENTER THE MILITARY OR ENROLL IN ADDITIONAL EDUCATION/TRAINING** in order to be considered successful. Listed outcomes must be documented (diploma, paystubs, grades from education/training institution)
7. Youth must be followed for one year after end of summer program. During follow-up period staff should be working with student to obtain one of the elements listed in #6. Once the student is in one of the listed activities in #6, the youth must continue to be followed until end of original follow up year.

ARTICLE I – DEFINITIONS

1.1 **The Act/WIA:** The Workforce Investment Act, Public Law 105-220: 20 USC 9276(c) et seq., inclusive of all rules and regulations issued pursuant to the Act.

1.2 **Grantor/Department:** The County of Gloucester is authorized to act on behalf of the Workforce Area (WA) for activities under the Act.

1.3 **Workforce Investment Board (WIB):** As required under WIA and the Governor's Executive Order No. 36, local partnerships of private and public sector participants that will provide coordination of planning, policy guidelines and oversight for all workforce readiness programs in a designated area.

1.4 **Allowable Youth Activities:** The range of services that may be offered and provided to eligible participants as set forth in section 129 of the Act, or in accordance with State guidelines.

1.5 **Basic Skills Deficient:** With respect to an individual, means that the individual has English reading, writing or computing skills at or below the 8th grade level on a generally accepted standardized test, or a comparable score on a criterion-referenced test.

1.6 **Certification:** The process involved in determining the eligibility of youth for enrollment into program activities.

1.7 **Contract:** This written legal document between the County of Gloucester and the approved Contractor of WIA funds.

1.8 **Costs:** The financial measure of resources consumed in accomplishing stated objective, such as the provision of training. To be allowable, a cost must be necessary and reasonable for proper and efficient administration of a program, and except as noted in this Contract, costs may not be a general expense required to carry out the overall responsibilities of the Contractor.

1.9 **Disallowed Charges:** Disallowed charges are those charges to this Contract, which the County of Gloucester or its representatives determine to be unallowable in accordance with the conditions contained in the Contract.

1.10 **Enrollment:** Authorization by the Gloucester County Division of Workforce Development allowing an individual youth to commence activities in a WIA funded program. Such authorization is extended in writing after the County has determined that the youth is certified and eligible to receive said services. Enrollment shall be deemed to commence on the first day following determination of eligibility, on which the individual began receiving approved services.

1.11 **Grantor:** Refers to the County of Gloucester, as administrator, authorized to grant funds under the WIA.

1.12 **Local Education Agency:** An agency as defined in Section 195(10) of the Vocational Education Act of 1963.

1.13 **Offender:** A juvenile who is or has been subject to any stage of the criminal justice process, for whom services under WIA may be beneficial; or who requires assistance in overcoming artificial barriers to employment resulting from a record of arrest or conviction.

1.14 **Out-of-School Youth:** An eligible youth who is a school drop out; or has received a secondary school diploma or its equivalent but is basic skills deficient, unemployed, or underemployed.

1.15 **Participant:** An individual who has been certified as eligible for participation in employment or training related activities. A participant must have authorization from the Gloucester County Division of Workforce Development prior to his or her actual commencement in any activity. (See "Enrollment").

1.16 **Placement:** Defined as after receiving WIA services, a participant is placed into full or part-time unsubsidized employment at not less than the minimum wage.

1.17 **Program Income:** Income received by the Contractor directly generated by any activity supported in this Contract, including fees for services performed or conferences, income from the sale of commodities or items fabricated under this Contract, income from the use of rental or real estate or personal property acquired with Contract funds.

1.18 **Program exit:** The point in time wherein a participant does not receive any WIA-funded or non-WIA funded partner service for 90 days and is not scheduled for future services except follow-up services. Once this occurs, the participant has exited WIA for the purpose of performance measurements.

1.19 **Contractor:** The entity that receives and is responsible under the terms and conditions of this Contract, for all activities pertaining to those funds.

1.20 **Suspension:** The suspension of a contact is an action by the County of Gloucester, which temporarily suspends WIA assistance under the Contract.

1.21 **Termination:** The termination of a contract means the cancellation of WIA assistance, in whole or in part, under a Contract at any time prior to the date of completion.

1.22 **Training:** A planned, systematic sequence of instruction or other learning experience undertaken by an individual or group under competent supervision, which is designed to impart skills, knowledge, or abilities to prepare individuals for suitable employment.

1.23 **Training Allowance:** Remuneration made to participants for participation in approved classroom training activities.

1.24 **Unsubsidized Employment:** Full or part time employment not financed from funds provided under the Act, or other government based and funded projects.

1.25 **WA:** Workforce Area as required under the provision of the Act and approved by the Governor. The County of Gloucester is a designated WA and is the Grant Recipient and Administrator of WIA funds.

1.26 **Youth:** An individual that is not less than age 14 and not more than age 21; is a low income individual and meets one of the following criteria:
- Deficient in basic literacy skills
- A school drop out
- Homeless, a runaway or a foster child
- An offender
- An individual who required additional assistance to complete an educational program, or to secure and hold employment.

ARTICLE 2 – SCOPE OF WORK

2.1 **GLOUCESTER COUNTY INSTITUTE OF TECHNOLOGY**, hereinafter referred to as the Contractor, shall be responsible for the establishment of a Youth Summer Program for High School Seniors Ages 17-21 at the Gloucester County Institute of Technology to serve "at risk" youth (a minimum of 35) in Gloucester County.

2.2 The duration of this agreement is from **April 1, 2013 through September 30, 2013.**

2.3 The Contractor shall assist in the recruitment and selection of Participants for this program. The County shall be responsible for certifying Participants under this agreement, unless otherwise agreed upon, and refer those Participants to the Contractor in accordance with all-applicable Federal, State and local laws.

2.4 No youth may commence any program activity without the express written consent of the County.

2.5 Youth applicants not meeting the enrollment requirements of the particular program or who cannot be served shall be referred for further assessment, as necessary, and referred to appropriate programs that are made available in the local area, including referral for additional services available through the One-Stop System.

2.6 The Contractor shall be responsible in hiring "youth oriented" staff. Staff should include Math, Science, English, Computer teachers, and at least a part-time life-skills instructor.

ARTICLE 3 – CONSIDERATION OF PAYMENT

3.1 Any cost reimbursement provided under this Contract is contingent upon the County receiving its total WIA allocation, which is authorized by the State of New Jersey. Funding appropriated herein does not reflect possible reductions and or rescissions that may be enacted into law.

3.2 This is a cost reimbursement contract for direct training and employment-related services, the total amount not to exceed **$128,225.00** detailed in Attachment B, Approved Budget. The County will reimburse the Contractor for salaries and FICA of counselors, participants and others approved, training allowances for classroom training, transportation, supplies and/or any other expenditures approved on the detailed budget and affixed hereto as Attachment B.

3.3 Payment shall be made through use of a voucher system.

3.4.1 The Contractor shall submit a voucher to the county no later than the fifteenth (15th) business day of each month following the month in which costs have been incurred. All vouchers must be accompanied by supporting documentation to substantiate the reimbursement request, including the total number of youth enrolled, the total number of hours each youth actually worked and/or participated in classroom training activities utilizing time sheets or other documentation as supplied by the County, and time and attendance records to verify the total number of hours each teacher or counselor worked for the reporting period.
Additional documentation shall include:

1. Proper backup documentation to verify purchases (equipment, furniture)
   a. Indicate what the purchase is, where it is being used and by whom
   b. Indicate reason for the purchase
   c. Indicate if purchase is new or a replacement item
2. Proper backup documentation to verify support services (clothes, food, leisure activities, achievement awards, and incentives.
   a. Indicate which individuals were recipients of these supportive services.
   b. Indicate where activities occurred and who participated.

3.5 The Contractor will assure that there is no pre-signing of any time sheets or any attendance records including those records maintained at approved work-sites.

3.6 Payment shall be made by the County the month following presentation and approval of voucher prepared by the Contractor, which shall reflect and certify the appropriate data identified in Article 3.3.

3.7 The Contractor recognizes that the County shall not be liable for any payment, which exceeds the amount, authorized for each category or item listed. The County will not be responsible for any payment, which violates the agreement restrictions.

3.8 All correct final requests for payments must be received by the County no later than thirty (30) calendar days after the conclusion of youth participation in program activities, or at program exit.

ARTICLE 4 – PERFORMANCE CRITERIA AND REPORTS

4.1 The Contractor will be bound to a Performance Accountability System which will include the core indicators for participants as stated below. These standards are set by NJLWD and are subject to change for the upcoming program year (7/1/12 thru 6/30/13).

PY 2012

Older Youth	Actual	* LWIA Plan	% LWIA Achieved
Placement in Employment/ Education		59%	
Attainment of Degree/Certificate		59%	

4.2 The levels of performance will be adjusted based on State and WIB identified indicators, which will be expressed in an objective, quantifiable and measurable form pursuant to Section 136 of the Act.

4.3 Additional performance indicators will consist of customer satisfaction of employers and participants with services received from the activities authorized for Literacy Services. Customer satisfaction may be measure by the WIB through surveys conducted after the conclusion of participation of youth in the approved activity (ies).

4.4 The State of New Jersey may impose additional performance indicators and the levels of performance as appropriate to those indicators. Such additional performance criteria will become a part of the local area requirements, subsequent to the execution of this agreement.

4.5 The Contractor shall provide any and all reports required of it under the Workforce Investment Act and accompanying regulations, the Department of Labor, the Governor of the State of New Jersey or her designees, the County of Gloucester or the Gloucester County Workforce Investment Board, provided that reports requested by the County or Workforce Investment Board shall be required only as reasonably necessary to carry out their responsibilities under the Act, regulations and government directive there under.

4.6 The Contractor shall be responsible for the submission of performance reports relative to youth participation. A form will be provided by the County for the purpose of the Contractor's submission of all reports, which will include date compiled as required under this Article.

4.7 The Contractor shall, at the onset of the program provide evaluation of the Participants math and reading skill levels, unless other arrangements have been made with the County for participant testing and assessments.

ARTICLE 5 – RECORDS

5.1 **Retention of records** – All records pertinent to this Contract, including financial, statistical, property and participant, and supporting documentation, shall be retained for a period three (3) years from the date of final payment of this Contract or until all audits are complete and findings on all claims have been finally resolved. If the Contractor is unable to retain the necessary WIA participant and financial records, the Contractor shall transfer such records to the Grantor. Such records shall be transmitted to the Grantor for acceptance in an orderly fashion with documents properly labeled and filed and in an acceptable condition for storage.

5.2 The aforementioned records will be retained beyond the three-year period if any litigation, audit, or claim has not been finally resolved. The Contractor agrees to insure that Sub-recipients retain records in accordance with these requirements. In the event of the termination of the relationship between the county and the Contractor, the Grantor shall be responsible for the maintenance and retention of the records of any Contractor unable to retain them.

5.3 Records shall be kept safe from fire, theft, and water damage and shall be identified.

5.4 All individuals, employees, and participants paid with funds under this contract must have inclusive time and attendance records for each hour or day of work or training. The Contractor must allocate time among the salaried categories in accordance with actual work time spent in a specific activity. These records must be maintained as required in Sections 5.1, 5.2, and 5.3 above.

5.5 Records shall be made available to the public upon request except in cases wherein the records would constitute a clearly unwarranted invasion of personal privacy, or trade secrets or commercial or financial information that is obtained from a person and privileged or confidential. The Contractor may charge fees sufficient to recover costs applicable to the processing of requests for records under this paragraph.

ARTICLE 6 – AUDIT RIGHTS CLAUSE

6.1 **Audits and Inspections** – At any time during normal business hours and as often as the Grantor, the U.S. Comptroller General, or Auditor General of the State of New Jersey may deem necessary, the Contractor shall make available to the County or its agents for examination, all of its records with respect to all matters covered by this Agreement. The Auditor General of the State of New Jersey, Grantor, and U.S. Comptroller General shall have the authority to audit, examine and make excerpts of transcripts from records or personnel, conditions of employment, and other data relating to all matters covered by this Agreement.

6.2 The County of Gloucester, as Grantor and Administrative Entity through its authorized representative, has the right, at all reasonable times, to make site visits to review accomplishments and management control systems and to provide such technical assistance as may be required. If the County of Gloucester makes any site visit on the premises of the

Contractor under this Contract, the Contractor shall provide all reasonable facilities and assistance for the safety and convenience of the government representatives in the performance of their duties.

6.3 The Contractor agrees to fully cooperate with any monitoring, evaluation, and/or audit conducted by the Grantor, the U.S. Department of Labor, of their designees and authorized agents. The Contractor also agrees to insure that their Sub-recipients, including work-site, fully cooperate with the agencies performing site inspections in accordance with Article 6.

6.4 The Contractor will develop and maintain a system for debt collection, which will insure that the County can recover costs, which are found by audit to be disallowed costs or recover costs, which have been found to be misspent. A written description of the debt collection system will be available for review by Department representatives.

6.5 The Contractor agrees to have an audit conducted, which meets the requirements of Federal OMB Circular A-133, "Uniform Administrative Requirements for Grants, and Other Agreements with Institutions of Higher Education, Hospitals, and Other Non-profit Organizations." All such audits will be performed on an organization-wide basis. A copy of the Contractor's most recent audit must be submitted to the Gloucester County Division of Workforce Development prior to the commencement of program activities. Failure to adhere to this submission may result in nonpayment of funds as designated in this contract.

ARTICLE 7 – BONDING AND INSURANCE

7.1 The Contractor will ensure that it complies with applicable State statutes and WIA regulations regarding Motor Vehicle Insurance.

7.2 The Contractor will ensure that employees are provided with Workers Compensation insurance in accordance with applicable State statures with WIA regulations.

7.3 The Contractor must have a fidelity bond applicable to its officers and its employees with access to, and responsibility for, fund control and disbursements. The surety bond shall be acceptable to the County and issued by a recognized Surety Company licensed in the State of New Jersey. The policy must cover losses due to theft or fraud.

7.4 The Contractor must provide Worker's Compensation for participants enrolled in subsidized employment activities. Provisions are to be made to cover the medical treatment of any participant injured at any work or classroom activity or training site. Insurance shall be in accordance with 20 CFR 629.22 and 629.33. Provisions must be made for automobile insurance coverage on all Contractor owned, leased or contracted vehicles, and for staff owned vehicles used on the job which participants or staff persons paid under the terms of this contract drive or are driven.

ARTICLE 8 – CLAUSE AFFECTING, MODIFICATIONS, AGREEMENTS OR CHANGES

8.1 This agreement constitutes the entire contract between the parties hereto. No representation, modification, or amendment hereto, whether oral or written, shall be effective unless it is in writing and signed by the parties.

8.2 Notwithstanding Article 8.1, the County may unilaterally modify this agreement at will in order to accommodate any change in the Act or any change in the interpretation of the Act or any applicable, federal, state, or local laws, regulations, rules or policies.

ARTICLE 9 – NON-DISCRIMINATION, EQUAL OPPORTUNITY & AFFIRMATIVE ACTION

9.1 The Contractor shall ensure against discrimination on the basis of age under the Age Discrimination Act of 1975, on the basis of handicap under Section 504 of the Rehabilitation Act, on the basis of sex under Title IX of the Education Amendments of 1972, or on the basis of race, color, or national origin under Title VI of the Civil Rights Act of 1964.

9.2 The Contractor agrees to abide by Executive Order 11246 which prohibits job discrimination by employers holding federal contract or subcontract on the basis of race, color, religion, sex or national origin and to abide by Section 188 of the Act which provides that no person shall, on the basis of race, color, religion, sex, national origin, age, handicap, or political affiliation or belief, be excluded from participation in, denied the benefits of, be subjected to discrimination under or denied employment in the administration of, or in connection with, any program or activity funded under the Act.

9.3 With respect to terms and conditions affecting or rights provided to individuals who are Participants in activities supported by funds provided under the Act, such individuals shall not be discriminated against solely because of their status as a Participant.

9.4 WIA further required that any such program or activity be open to participation by citizens and nationals of the United States, lawfully admitted permanent resident aliens, refugees, asylees, parolees, and other individuals authorized by the Attorney General to work in the United States.

ARTICLE 10 – GRIEVANCE AND HEARING PROCEDURES

10.1 Each contractor shall comply with the Non-Criminal Complaint/Grievance Procedures as set forth in NJAC 12:41-1.

10.2 The Contractor shall utilize the County Participant Grievance Procedure. Such procedure shall be made available upon enrollment to WIA program participants.

NON-DISCRIMINATION ASSURANCE

As a condition to the award of financial assistance from the Department of Labor under Title I of WIA, the grant recipient assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

Section 188 of the Workforce Investment Act of 1988 (WIA), which prohibits discrimination on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIA Title I-financially assisted program or activity;

Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color and national origin.

Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;

The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and

Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

The grant recipient also assures that it will comply with 29 CFR Part 37 and all other regulations implementing the laws listed above. This assurance applies to the grant recipients operation of the WIA Title I-financially assisted program or activity. The grant applicant understands that the United States has the right to seek judicial enforcement of this assurance.

10.3 Any persons who believes that they or any specific class of individuals has been or is being subjected to discrimination prohibited by the nondiscrimination and equal opportunity provisions of the Act of under 29 CRF Part 37, may file a written complaint with the local EO Officer.

10.4 The complaint may be filed either with the County or the Directorate of Civil Rights, Office of the Assistant Secretary for Administration and Management, US Department of Labor. These complaints must be filed within 180 days from the date of the alleged act. The Directorate, with good cause shown, may extend the filing time.

ARTICLE 11 – POLITICAL/SECTARIAN ACTIVITIES

11.1 No activities under this agreement may involve political activity.

11.2 Participants shall not be employed to carry out the construction, operation, or maintenance of any part of any facility that is used or to be used for religious worship, except with respect to the maintenance of a facility that is not primarily or inherently devoted to sectarian instruction or religious worship, in a case in which the organization operating the facility is part of a program or activity providing services to the participant.

ARTICLE 12 – CONFLICT OF INTEREST CLAUSE

12.1 **Standard of Conduct** – The Contractor hereby agrees that in administering this contract, it will comply with the standards of conduct, hereinafter specified, for maintaining the integrity of the project and avoiding any conflict of interest in its administration.

12.2 **General Assurance** – Every reasonable course of action will be taken by the Contractor in order to maintain the integrity of this expenditure of public funds and to avoid any favoritism or questionable or improper conduct. This contract will be administered in an impartial manner, free from personal, financial, or political gain. The Contractor, its executive staff and employees, in administering this contract, will avoid situations which give rise to a suggestion that any decision was influenced by prejudice, bias, special interest, or personal gain.

12.3 **Conducting Business Involving Relatives** – No relative by blood, adoption or marriage, of the Contractor shall receive training under this contract.

12.4 **Conduct Business Involving Close Personal Friends and Associates** – Executives and employees of the Contractor will be particularly aware of the varying degrees of influence that can be exerted by personal friends and associates and, in administering the contract, will exercise due diligence to avoid situations which may give rise to an assertion that favorable treatment is being granted to friends and associates. When it is in the public interest for the Contractor to conduct business with a friend or associate of an executive or employee of the Contractor, a permanent record of the transaction will be retained.

12.5 **Avoidance of Conflict of Economic Interest** – An executive, officer, agent, representative, or employee of the Contractor will not solicit or accept money or any other consideration from a third person or entity for the performance of an act reimbursed in whole or in part by the Contractor. Supplies, materials, equipment, or services purchased with contract funds will be used solely for purposes allowed under the contract.

ARTICLE 13 – ACCOUNTING SYSTEM

13.1 The Contractor will maintain all accounting systems and internal controls necessary to meet applicable standards established by the American Institute of Certified Public Accountants and which will allow for the preparation of all required Fiscal Reports.

13.2 The Contractor will maintain records that adequately identify the source and application of funds for activities supported by this agreement.

13.3 The Contractor will maintain an effective control over accountability for funds, property, and other assists under this agreement and will adequately safeguard such assists and ensure that they are used solely for authorized purposes.

13.4 The Contractor, in administering programs under the contract, agrees to maintain a financial management/accounting system which, at a minimum, provides for the following:

13.4.1 The control of cash and other resources that the obligation and expenditure of funds and use of property are in conformance with the requirements of the Act and Federal regulations, State regulations, the Wagner-Peyser Act and accompanying regulations and with State requirements and policies.

13.4.2 Maintenance of accurate, current and complete financial information to meet the prescribed requirements for financial reporting.

13.4.3 Maintaining accounting records and documentation to support and identify the expenditure of program funds and insure that such funds can be traced to a level of

expenditure adequate to demonstrate that funds have been spent lawfully. All disbursements are to be supported by evidence and approval of goods and services purchased.

13.4.4 To provide adequate safeguards for cash and other assists.

13.4.5 Maintain controls and procedures to ensure that the opportunity for unauthorized, fraudulent or otherwise irregular acts are minimized.

13.4.6 Have an adequate system of authorization, record keeping, and transaction coding procedures for all expenditures.

13.4.7 Have a financial system to provide reliable data for decision making and performance assessment.

13.4.8 Procedures and accounts to identify receipt and expenditure of program funds separately for each grant received by the Grant Recipient.

13.4.9 Accurate procedures, records, and documentation to support payroll and fringe benefit charges, and all other purchases including acceptable documentation of hours worked for staff dividing their time among WIA activities and non-WIA activities.

13.4.10 Controls to prevent the expenditure of funds in excess of approved, budgeted amounts and procedures to halt any such excess or impending excess.

ARTICLE 14 – COUNTY RESPONSIBILITIES

14.1 The County will furnish reproducible masters of all standard forms required by the County.

14.2 The County will manage all WIA agreements and modifications with the State of New Jersey. Such management will include developing plans, participating in Department of Labor or State assessments and audits, negotiating questioned costs, interpreting rules, regulations and policy, requesting technical assistance, and providing access to training opportunities.

14.3 The County will assure that the Contractor has access to staff to answer questions, and/or for assistance in resolving problems in policy formulation or interpretation.

14.4 The County will provide technical assistance to the Contractor through the staff of the WIA.

ARTICLE 15 – HOLD HARMLESS

15.1 It is understood that the County is under no obligation to provide or refer any number of participants to the Contractor.

15.2 The Contractor assumes liability for its actions and the actions of its agents under this agreement. If the Federal Government, the State of New Jersey, or the County of Gloucester demands repayment of the funds from the Contractor as a result of Contractor violations of WIA rules and regulations or contract provisions, the Contractor agrees to repay the County the amount of funds directly related to the violation, including the cost of recovery.

15.3 In the event that a grievance, lawsuit, or other claim filed against the Contractor by a participant, sub-recipient, or other person results in an obligation to pay back wages or other financial consideration, the Contractor is solely responsible for such payments. The Contractor agrees to indemnify, defend, and hold the County harmless from any such claims, grievances, or lawsuits and to reimburse the County for any costs of defense, including attorney's fees.

ARTICLE 16 – SUSPENSION & TERMINATION

16.1 When a Contractor has failed to comply with the terms, conditions or standards of the contract the County of Gloucester may, on reasonable notice to the Contractor, suspend the contract, and withhold any further payments, or prohibit the Contractor from incurring additional obligations of WIA funds, pending corrective action by the Contractor or a decision to terminate in accordance with paragraph 16.2.1, 16.2.2, below. The County of Gloucester shall pay for completed units of performance up to date of termination or suspension in accordance with the provisions of this agreement.

Such provisions for termination or suspension will include the inability of the Contractor to fulfill contract compliance due to foreclosure, bankruptcy, relocation, school closure regardless of cause, or any act by the Contractor that prohibits WIA participants to continue the course of study as determined under this agreement.

16.2 This contract grant may be terminated for cause or convenience.

16.2.1 **Termination for cause** – The County of Gloucester may terminate this contract in whole, or in part, at any time before the date of completion, whenever it is determined that the Contractor has failed to comply with the conditions of the contract. The County of Gloucester shall promptly notify the Contractor in writing of the determination and the reasons for the termination, together with the effective date and the appeal process. Payments made to the Contractor or recoveries by the County of Gloucester under contract terminated for cause shall be in accordance with the legal rights and liabilities of the parties.

16.2.2 **Termination for convenience** – The County of Gloucester or Contractor may terminate this contract in whole, or in part, when both parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds. The two parties shall agree upon the termination conditions, including the effective date and, in the case of partial terminations, the portion to be terminated. The Contractor shall not incur new obligations for the terminated portion after the effective date, and shall cancel as many outstanding obligations as possible. The County of Gloucester shall pay for completed units of performance up to date of termination or suspension in accordance with provisions of this agreement and the County and the Contractor shall enter into negotiations for payment to cover the cost of phasing out the program in an orderly fashion as possible.

ARTICLE 17-RIGHT IN DATA AND INTELLECTUAL PROPERTY

17.1.4 "Limited rights data," as used in this Article, means data (other than computer software) that embody trade secrets or are commercial or financial and confidential or privileged, to the extent that such data pertain to items, components, or processes developed at private expense, including minor modification thereof.

17.1.5 "Restricted computer software," as used in this Article, means computer software developed at private expense and that is a trade secret; is commercial or financial and is confidential or privileged; or is published copyrighted computer software; including minor modifications of such computer software.

17.1.6 "Restricted rights," as used in this Article, means the rights of the Contracting Agency in restricted computer software, as may be provided in a collateral agreement incorporated in and made part of this contract including minor modifications of such computer software.

17.1.7"Technical date," as used in this Article, means that data, (other than computer software) which are of a scientific or technical nature.

17.2 Allocations of Rights:

17.2.1 Except as provided in 18.3 of this Article regarding copyright, the County shall have the unlimited right in:

(i) Data first produced in the performance of this contract;
(ii) Form, fit, and function data delivered under this contract;
(iii) Data delivered under this contract (except for restricted computer software) that constitute manuals or instructional and training material for installation, operation, or routine maintenance and repair of items, components, or processes delivered or furnished for use under this contract; and
(iv) All other date delivered under this contract unless provided otherwise for limited rights data or restricted computer software in accordance with paragraph 18.5 of this Article.

17.2.2 The Contractor shall have the right to:
(i) Use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract unless provided otherwise in paragraph 18.4 of this article;
(ii) Protect from unauthorized disclosure and use those data which are limited rights data or restricted computer software to the extent provided in paragraph 18.5 of this Article;
(iii) Substantiate use of , add, or correct limited right, restricted rights, or copyright notices and to take other appropriate action, in accordance with paragraphs 18.5 and 18.6 of this Article; and
(iv) Establish claim to copyright subsisting in data first produced in the performance of this contract to the extent provided in paragraph 18.3.1 of this Article.

17.3 Copyright:

17.3.1 Data first produced in the performance of this contract. Except as otherwise specifically provided in this contract, the Contractor may establish claim to copyright subsisting in any data first produced in the performance of this contract. When claim to copyright is made, the Contractor shall affix the applicable copyright notice of 17 U.S.C 401 or 4102 and acknowledgment of the County sponsorship (including contract number) to the data when such data are delivered to the County, as well as then the data are published or deposited for registration as a published work in the U.S. Copyright office. For data other than computer software, the Contractor grants to the County, and others acting on its behalf, a paid-up, nonexclusive, irrevocable worldwide license for all such data to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, by or on behalf of the County. For computer software, the Contractor grants to the County and others acting on its behalf a paid-up, nonexclusive, irrevocable worldwide license for all such computer software to reproduce, prepare

derivative works, and perform publicly and display publicly, by or on behalf of the County.

17.3.2 Data not first produced in the performance of this contract. The Contractor shall not, without prior written permission of the Contracting Officer, incorporate in data delivered under this contract any data not first produced in the performance of this contract and which contains the copyright notice of 17 U.S.C. 401 or 402, unless the Contractor identifies such data and grants to the County, or acquires on its behalf, a license of the same scope as set forth in paragraph 18.3.1 of this Article; PROVIDED, however, that if such data are computer software the County shall acquire a copyright license as may be provided in a collateral agreement incorporated in or made part of this contract.

17.3.3 Removal of copyright notices. The County agrees not to remove any copyright notices placed on data pursuant to this Article, and to include such notices on all reproductions of the data.

17.4 Release, Publication, and Use of Data:

17.4.2 The Contractor shall have the right to use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract, except to the extent such data may be subject to the Federal export control or national security laws or regulations, or unless otherwise provided in this paragraph of this Article or expressly set forth in this contract.

17.4.3 The Contractor agrees that to the extent it receives or is given access to data necessary for the performance of this contract, which contain restrictive markings, the Contractor shall treat the data in accordance with such markings unless otherwise specifically authorized in writing by the County.

17.5 Protection of Limited Rights Data and Restricted Computer Software

17.5.1 When data other than that listed in paragraph 18.2 of this Article above is specified to be delivered under this contact and qualify as either limited rights data or restricted computer software if the Contractor desires to continue protection of such data, the Contractor shall withhold such data and not furnish it to the County under this contract. As a condition to this withholding, the Contractor shall identify the data being withheld and furnish form, fit, and function data in lieu thereof. Limited rights data that re formatted as a computer database for delivery to the County are to be treated as limited rights data and not restricted computer software.

17.6 Subcontracting: The Contractor has the responsibility to obtain from its Contractors all data and rights therein necessary to fulfill the Subcontract's obligations to the County under this contract. If a Contractor refused to accept terms affording the County such rights, the Contractor shall promptly bring such refusal to the attention of the County and not proceed with subcontract award without further authorization.

17.7 Patent Indemnity:

17.7.1 The Contractor shall indemnify the County and its officers, agents, and employees against liability, including costs, for infringement of any United State patent (except a patent issued upon an application that is now or may hereafter be withheld from issue pursuant to a Secrecy order under 35 U.S.C 181 arising out of the manufacture or delivery of supplies, the performance of services, or the construction, alteration, modification, or repair of real property (hereinafter referred to as "construction work") under this contract, or out of the use or disposal by or for the account of the County of such supplies or construction work.

17.7.2 This indemnity shall not apply unless the Contractor shall have been informed as soon as practicable by the County of the suit or action alleging such infringement and shall have be given such opportunity as is afforded by applicable laws, rules, or regulations to participate in its defense. Further, this indemnity shall not apply to (1) an infringement resulting from compliance with specific written instructions of the County directing a change in the supplies to be delivered or in the materials or equipment to be used, or directing a manner of performance of the contact not normally used by the Contractor, (2) and infringement resulting from addition to or change in supplies or components furnished or construction work performed that was made subsequent to delivery or performance, or (3) a clamed infringement that is unreasonably settled without the consent of the Contractor, unless required by final decree of a court of competent jurisdiction.

17.8 Patent Rights:

17.8.1 **Allocation of principal rights:** The Contractor may retain the entire right, title, and interest throughout the world to each subject invention to the provisions of this Article and 35 U.S.C. 203. With respect to any subject invention in which the Contractor retains title, the County shall have a nonexclusive nontransferable, irrevocable, paid-up license to practice to have practiced the subject invention through the world.

17.8.2 **Conditions when the County may obtain title**: The Contractor will convey to the County, upon written request, title to any subject invention (1) If the Contractor fails to disclose to the County or elect title to the subject invention within two months of disclosing it in writing to Contractor personnel responsible for patent matters, or elects not to retain title; provided, that the County may only request title within 60 days after learning of the failure to the Contractor to disclose or elect within the specified times.

17.8.3 **Minimum rights to Contractor and protection of the Contractor right to file:** (1) The Contractor will retain a nonexclusive royalty-free license throughout the world in each subject invention to which the County obtains title, except if the Contractor fails to disclose the invention within the times specified in this Article. The license is transferable only with the approval of the County, except when transferred to the successor of that part of the Contractor's business to which the invention pertains.

17.9 Notice and Assistance Regarding Patent and Copyright Infringement:

17.9.1 The Contractor shall report to the County, promptly and in reasonable written detail,

each notice or claim or copyright infringement based on the performance of this contract which the Contractor has knowledge.

17.9.2 In the event of any claim or suit the County on account of any alleged patent or copyright infringement arising out the performance of this contact or out of the use of any supplies furnished or work or services performed under this contract, the Contractor shall furnish to the County, when requested by the County, all evidence and information in possession of the Contractor pertaining to such suit or claim. Such evidence and information shall be furnished at the expense of the County where the Contractor has agreed to indemnify the County.

17.9.3 The Contractor agrees to include, and require inclusion of, this Article in all subcontracts at any tier for supplies or services expected to exceed $25,000.00.

ARTICLE 18 – CLOSEOUT PROCEDURES

18.1 Contract shall be closed out in accordance with the following procedures:

18.1.1 Upon request, the County of Gloucester shall make prompt payments to a Contractor for allowable charges under the contract being closed.

18.1.2 The Contractor shall immediately refund to the County of Gloucester any balance of unobligated (unencumbered) cash advanced to the Contractor that is not authorized to be retained by the Contractor for use on other contracts.

18.1.3 Within 45 days after completion of the contract, the Contractor shall submit all financial, performance and other reports required by the County of Gloucester to close out the contract. The County of Gloucester may approve extensions when requested in writing by the Contractor.

18.1.4 The Contractor shall account for any property acquired with contract funds, or received from the County of Gloucester in accordance with the provisions of Section 193 of the Act.

ARTICLE 19 – ASSURANCES, CERTIFICATIONS & GENERAL PROVISIONS

19.1 The Contractor, in conducting all activities under the approved contract, assures and agrees that it will fully comply with all requirements of the following, including those assurances which may be promulgated during the inclusive period of **April 1, 2013 through September 30, 2013**:

19.1.1 The Workforce Investment Act inclusive of all Federal regulations pursuant to the Act, the Wagner-Peyser Act, and State regulations.

19.1.2 The Work First New Jersey program (WFNJ) and all State and Federal regulations for programs and services paid with funds provided by WFNJ.

19.1.3 State of New Jersey, Department of Labor instructions, directives, and requirements issued pursuant to the Act, the Workforce Development Partnership Program, P.L. 1992.

19.1.4 This contract or approved modification.

19.1.5 The Contractor agrees that the WIA, the Wagner-Peyser Act, and WFNJ program provide employment and training opportunities to those who can benefit from and are most in need of such opportunities and shall make efforts to the Grantor, to provide equitable services among substantial segments of the eligible population, including serving geographic areas within the Workforce Area in an equitable manner.

19.1.6 The Contractor, in operating programs under the WIA, agrees that it will administer its program in full compliance with the safeguards of funds as set forth in the Act, Federal regulations, and State instructions issued pursuant to the WIA. Consistent with the **provisions of 20 CFR 627 (amended),** all information and complaints involving fraud, abuse, or other criminal activity shall be reported directly and immediately to the Commissioner of Labor and Secretary Labor for appropriate action. Incidents involved in Work First New Jersey funded activities will be reported to the Commissioner of Labor, State of New Jersey.

19.1.7 The Contractor agrees that it will conform to the provisions of all cooperative agreements growing out of compliance with the coordination criteria contained in the State Employment & Training Commission Five-Year Unified State Plan and that such agreements shall remain in force unless in writing by the parties to the agreement.

ARTICLE 20 – APPLICABILITY OF LEGAL REQUIREMENTS

20.1 The requirements, which apply to the Workforce Area Grant Recipient and Agent as set forth in the Act, Federal Regulations and Departmental Instructions apply to all Contractors, which receive funds under this contract.

ARTICLE 21 – SANCTIONS

21.1 The State of New Jersey and/or the County of Gloucester may impose sanctions and corrective actions for violations of the Act, Federal Regulations, State and local law or grant terms and conditions.

ARTICLE 22 – COMPLIANCE WITH STATE LAWS

22.1 The Contractor assures that they will fully comply with all State laws regarding child labor, wages, workplace standards and classroom safety and health, and all other applicable State laws.

ARTICLE 23 - COMPLIANCE WITH FEDERAL LAWS

Applicant/Contractor shall comply with the following Federal Code/Regulations concerning the Environment:

23.1 Sec. 306- Clean Air Act (42 USC 1857(h)
23.2 Sec. 508- Clean Water Act (33 USC 1368)
23.3 Environmental Protection Regs. 40CFR Pact 15
23.4 Energy Policy and Conservation Act 89 Stat.

ARTICLE 24 – PROGRAM INCOME

24.1 A Contractor may retain any program income earned through services rendered under this contract only if such income is added to the funds committed to the contract for youth services under WIA. Such income may only be used for WIA purposes and under the terms and conditions applicable to the use of contract funds. If the Contractor cannot use such income for WIA purposes, the Contractor shall return the program income not sued to the County. The amount of program income earned by the Contractor must be reported to the County, whether retained or not.

GENERAL & ADMINISTRATIVE REGULATORY PROVISIONS

- Workforce Investment Act of 1998 (WIA and/or Act)
- Interim Final WIA Regulations, 20 CFR Part 664, published at 64 Fed. Reg. 18662, 18713 (April 15, 1999) and any amendments thereof
- Fair Labor Standards Act of 1938 (29 U.S.C. 203(m), as amended by the Minimum Wage Increase Act of 1996
- Personal Responsibility and Work Opportunity Reconciliation Act of 1996
- United States Department of Labor (NJDOL) rules, regulations and directives, on WIA
- Work Opportunity Tax Credit Program
- Conscientious Employee Protection Act, N.J.S.A. 34:19 – 1, et seq.
- Social Security Act (47 U.S.C. 301), et seq.
- WIA Non Discrimination Section 188 and Regulations at 29 CFR Part 37
- Migrant and Season al Farm Workers, 20 CFR 653
- New Jersey Health and Safety Standards
- Wagner Peyser Act, Chapter 41 of Title 38
- Architectural Barrier Act of 1968
- Section 503 and 504 of the Rehabilitation Act of 1973, as amended
- Allowable Costs Provision under the WIA, 20 CFR Part 652, et seq.
- New Jersey Worker Compensation Act
- American with Disabilities Act of 1990
- Uniform Administrative Requirements for State and Local Governments (as amended by the Act) 29 CFR Part 97
- New Jersey Treasury Circular 98-07
- Single Audit Act, 29 VFR Part 96 (as amended by OMB Circular A-133)
- OMB Circular A-87 Cost Principles (as amended by the Act)
- Local Public Contract Law, NJSA 40A:11-1 et seq.
- Local Government Ethics, NJSA 40A:9-22.1
- Federal/New Jersey Conflict of Interest (and directives)

ASSURANCES AND CERTIFICATIONS

- SF 424B – Assurances for Non-construction Programs
- 29 CFW Part 31, 32 – Nondiscrimination and Equal Opportunity Assurance (and regulations) Certification Regarding Lobbying (and regulations) CFR Part 98
- Drug Free Workplace and Debarment and Suspensions (and regulations) 29 CFR Part 98
- Prohibition on Nepotism, WIA interim regulation sec. 667.200 (g)

GRIEVANCE & DISCRIMINATION COMPLAINT PROCEDURES
FOR WIA PARTICIPANTS
Equal Opportunity is the Law

DISCRIMATION COMPLAINT PROCEDURE

The Gloucester County Division of Workforce Development is prohibited from discriminating on the grounds of race, color religion, sex, national origin, age, disability, political affiliation or belief, and for beneficiaries only, citizenship or participation in programs funded under the Workforce Investment Act (WIA), in admission or access to, opportunity or treatment in, or employment in the administration of or in connection with, any WIA-funded program or activity. If you think that you have been subjected to discrimination under a WIA-funded activity, you may file a complaint within 180 days from the date of the alleged violation with the recipient's Equal Opportunity Officer (or the person designated for this purpose), or you may file a complaint directly with the Director, Directorate of Civil Rights (DCR), U.S. Department of Labor, 200 Constitution Avenue, NW, Room N-4123, Washington, DC 20210. If you elect to file your complaint with the recipient, you must wait until the recipient issues a decision or until 60 days have passed, whichever is sooner, before filing with DCR (see address above). If the recipient has not provided you with a written decision within 60 days of the filing o the complaint, you need not wait for a decision to be issued, but may file a complaint with DCR within 30 days of the expiration of the 60-day period. If you are dissatisfied with the recipient's resolution of your complaint, you may file a complaint with DCR. Such complaint must be filed within 30 days of the date you received notice of the recipient's proposed resolution.

GRIEVANCE COMPLAINT PROCEDURE

I. PHILOSOPHY

A prompt and objective review of participant dissatisfactions and an attempt to resolve them in an equitable manner are essential to productive and mutually beneficial relationships. Participants must have the opportunity to express their dissatisfaction and to have their views relating to training promptly and fully considered.

Within thirty (30) days of filing the grievance, a hearing will be held. The hearing procedure will include:

1. Written notice of the date, time and place of the hearing, the manner in which it will be conducted, and the issues to be decided.

2. The opportunity for both parties to be represented by an attorney or other representative;

3. The opportunity to bring witnesses and documentary evidence. The educational institution shall cooperate in making available any persons under their control or employ, to testify, if such persons are requested to testify by the complainant, and to release requested documents, unless privacy laws or other laws intervene to take precedence. It shall also include:
   a) The opportunity to question any witnesses or parties.

b) The right to an impartial hearing officer.
c) A verbatim or tape recording of the proceeding.
d) A written notice that the complainant is entitled to a hearing within 30 days of filing the grievance.

A final decision on the complaint shall be provided in writing to the complainant directly by the hearing officer within sixty (60) days of the filing of the complaint.

APPEAL PROCESS

A complainant has a right to an Administrative Review by the Commissioner of Labor if the decision is adverse or is not made within 60 days of the filing of the complaint.

A complainant must file the request for an Administrative Review with the Director of Employment and Training, Workforce New Jersey – Careers within 10 days of receiving the adverse decision or within 15 days of the date the decision should have been made by the Local Area (LA).

A complainant has the right to request a review by the Commissioner of Labor and by the Secretary of State if the State does not render a decision within sixty (60) days of the filing of the complaint/grievance. A federal review is confined to allegations of violation of law under the WIA.

Each request should be submitted to:

New Jersey Department of Labor and Workforce Development
Deputy Assistant Director, Division of One Stop Programs and Services
P.O. Box 055
Trenton, New Jersey 08625-0055

I have read and acknowledge receipt of a copy of the above procedures.

_____ _____

Applicant's Signature Date

COMPLAINT FORM FOR PARTICIPANTS
ENROLLED IN WIA-FUNDED PROGRAMS

PARTICIPANT'S NAME:_____
Last First Middle

Address:_____
City State Zip

Telephone:_____ Social Security #:_____

Program of Study:_____

Instructor:_____

SUBMIT THIS GRIEVANCE TO YOUR INSTRUCTOR OR SUPERVISOR

A. Nature of Complaint:_____

_____

_____

B. Corrective Action Recommended by Grievant:

_____

_____

_____

Grievant's Signature_____ Date:_____

Supervisor's Signature_____ Date:_____

FOR SERVICE PROVIDER/WIA STAFF USE ONLY

(Staff member completing stages of this form must initial each notation)

LEVEL ONE:
Further Action Required

_____ 1. None-
Complaint resolved – Date:_____
_____2. Participant requests formal grievance to proceed to Level 2.

LEVEL TWO:
Date Hearing Requested:_____

Date Hearing Scheduled:_____

Date Decision Issued: _____
(Attach copy of decision)
_____No decision issued within 60 days.
_____Participant requests appeal to NJDOL

Attachment B

Financial Line Item Budget Summary

Budget Item	Other	Training	Training Related	Total
Personnel Cost				
Salaries & Wages				$45,862.00
Fringe Benefits				$7,364.00
Stipends for Participants (at $8.00/hour)				$50,400.00
Non-Personnel Costs				
General Cost				$700.00
Equipment--Supplies				$19,900.00
Safety Equipment for Participants				$50.00
Snacks/Lunch				$474.00
Bus passes				$2,275.00
Other-field trips				$1200.00
Total Budget				**$128,225.00**
In Kind Services				
Room Utilization, Furniture, Heat Light and Power, Custodian/Maintenance, Technology and Technical Support, Media Center, Other Administration Support Services, On-Campus Wellness Facility (fitness center), etc.				

Breakdown of personnel is attached (PDF)

Youth One Stop Summer Proposal

4/1/13 - 9/30/13

	A	B	D	E	F	H	I	J	K	L	M	N
2									18 days	12 days		TOTAL
3	Name	Position	Description of terms	Rate	Amount	April	May	June	July	August	Sept	
4	Jennifer Novzen	Recruiter/Certifier	70 hours @ $18.50/hour	$18.50	$ 1,295.00	$ 462.50	$ 462.50	$ 370.00				$ 1,295.00
5	Karen Knowlan	Recruiter/Coordinator	26 hours @ $34.50/hour	$34.50	$ 897.00	$ 276.00	$ 276.00	$ 345.00				$ 897.00
6	Karen Knowlan/Kim Thompson	Counselor/Coordinator	7 hours x 5 days/wk x 6 wks	$34.50	$ 7,245.00				$ 2,898.00	$ 4,347.00		$ 7,245.00
7	Teachers (5)	Summer Instruction	6 hours x 5 days/wk x 6 wks	$34.50	$ 31,050.00				$ 18,630.00	$ 12,420.00		$ 31,050.00
8	LH,SC,NH (shared)	Transportation/Empl Specialist	215 hours @ $25.00/hour	$25.00	$ 5,375.00			$ 375.00	$ 2,700.00	$ 1,800.00	$ 500.00	$ 5,375.00
9	Students (35) $8.00/hr.	Student salaries (35)	6hrs day x 5 days/wk x 6 wks	$8.00	$ 50,400.00				$ 30,240.00	$ 20,160.00		$ 50,400.00
10	Benefits FICA		FICA		$7,364.04	$ 56.50	$ 56.50	$ 83.39	$ 4,166.80	$ 2,962.62	$ 38.25	$ 7,364.04
11	Transportation	To and from worksites/Field Trips	Transportation Cost		$700.00				$ 350.00	$ 350.00		$ 700.00
12	Instructional Supplies		Various Instructional Supplies		$19,900.00			$ 11,500.00	$ 5,040.00	$ 3,360.00		$ 19,900.00
13	Bus Passes		Bus passes for WIA		$2,275.00			$ 2,275.00				$ 2,275.00
14	Non-Instructional Supplies		sunscreen, water, and light snacks		$524.00			$ 524.00				$ 524.00
15	Field Trip-35 Students & 5 Staff	40 @ $15 =$600 x 2 trips	Riverhawks and/or FunPlex (approx. $15pp)		$1,200.00				$ 600.00	$ 600.00		$ 1,200.00
19	Total				$128,225.04	$795.00	$795.00	$15,472.39	$64,624.80	$45,999.62	$ 538.25	$128,225.04

C2

RESOLUTION AWARDING CONTRACT TO JC MAGEE SECURITY SOLUTIONS FOR THE SUPPLY OF LOCKING HARDWARE AND LOCKSMITH SERVICES FROM APRIL 6, 2013 TO APRIL 5, 2015 IN AN AMOUNT NOT TO EXCEED $50,000.00 PER YEAR

WHEREAS, the County of Gloucester, after due notice and advertisement, received sealed bids for the supply of locking hardware and locksmith services throughout various County buildings as per **PD-013-010**; and

WHEREAS, bids were publicly received and opened on February 26, 2013; and

WHEREAS, after following proper public bidding procedure, it was determined that JC Magee Security Solutions with offices at 1113 N. Broad St., Woodbury, NJ 08096, was the lowest responsive and responsible bidder to perform said services, for a contract amount not to exceed $50,000.00 per year for the term of two years from the date of the award of the contract, with the County having the option to extend the Contract for one (1) two (2) year term, or two (2) one (1) year terms as set forth in the bid specifications; 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. Continuation of the contract beyond December 31, 2014 is conditioned upon the approval of the 2015 Gloucester County budget.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that a contract is hereby awarded to JC Magee Security Solutions for the hereinabove referenced services in an amount not to exceed $50,000.00 per year from April 6, 2013 to April 5, 2015; and, that the Freeholder Director and Clerk of the Board are hereby authorized to execute said contract for the purposes set forth above.

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

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on March 27, 2013 at Woodbury, New Jersey.

COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER,
FREEHOLDER DIRECTOR

ATTEST:

ROBERT N. DI LELLA,
CLERK OF THE BOARD

C2

CONTRACT BETWEEN
THE COUNTY OF GLOUCESTER
AND
JC MAGEE SECURITY SOLUTIONS

THIS CONTRACT is made effective the 6th day of **APRIL, 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 **JC MAGEE SECURITY SOLUTIONS,** with offices at 1113 N. Broad St, Woodbury , NJ 08096 , hereinafter referred to as **"Vendor"**.

RECITALS

WHEREAS, there exists a need for the County to contract for the supply of locking hardware and locksmith services as set forth in **PD-013-010**; and

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

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

TERMS OF AGREEMENT

1. **TERMS.** This Contract shall be effective commencing April 6, 2013 and terminate April 5, 2015, with the County having the option to extend for one (1) two (2) year term or two (2) one (1) year terms.

2. **COMPENSATION.** Vendor shall be compensated pursuant to and subject to all terms and provisions of the specifications identified as **PD-013-010**, with a contract amount not to exceed $50,000.00 per year for the supply of locking hardware and locksmith services, and existing units within the County as allowed through the County purchasing system numbers CK-01GC & 16GLCP consistent with Vendor's Bid.

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

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 specifications identified as **PD-013-010**, which is incorporated herein and made a part hereof by reference. Should there occur a conflict between this form of contract and the bid documents, the bid documents shall prevail.

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

4. **FURTHER OBLIGATIONS OF THE PARTIES.** During the performance of this Contract, the 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 the Bid Specifications identified as **PD-013-010**, 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 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 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 Vendors, or from the Vendor's failure to provide for the safety and protection of its employees, or from Vendor's performance or failure to perform pursuant to the terms and provisions of this Contract. 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 VENDOR STATUS.** The parties acknowledge that Vendor is an independent Vendor and is not an agent of the County.

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

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

21. CONTRACT PARTS. This Contract consists of this Contract document and the specifications identified as PD-013-010, and the bidder's bid package, all of which are referred to and incorporated herein by reference. Should there occur a conflict between this form of contract and the specifications, then this Contract shall prevail. If there should occur a conflict between either this form of Contract or the specifications and the bid package, then this Contract and the specifications shall prevail.

THIS CONTRACT is dated this **6th** day of **April, 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 Contractor has caused this instrument to be signed by its properly authorized representative.

ATTEST:

COUNTY OF GLOUCESTER

_____

ROBERT N. DI LELLA,
CLERK OF THE BOARD

_____

ROBERT M. DAMMINGER,
FREEHOLDER DIRECTOR

ATTEST:

JC MAGEE SECURITY SOLUTIONS

_____

BY: _____

_____
Please Print Name

	PD 013-010			
	Bid Opening 2/26/2013 10:00am			
	PROPOSAL FOR SUPPLYING LOCKING HARDWARE			
	AND LOCKSMITH SERVICES			
		VENDOR:		
		JC Magee Security Solutions	888-USA-LOCK-LLC	
		1113 N. Broad st.	393 Davidsons Mill Rd.	
		Woodbury, NJ 08096	Jamesburg, NJ 08831	
		John C. Magee - Pres.	Michael DiCicco - Pres.	
		856 845-3434	732 656-7883	
		856 845-3024 FAX	732 656-7884 Fax	
ITEM	DESCRIPTION			
1	Locksmith service performed during regular hours	$95.000	$60.00	
2	Locksmith services performed during overtime hours			
	and emergency service	142.500	$85.00	
3	Discount from retail price for locking hardware and parts	0.250	15%	
	Variations: (if any)	NONE	BID IS REJECTED FOR	
			INCOMPLETE BID BOND	
THIS A (2) TWO YEAR CONTRACT WITH 1 (2) YEAR EXTENSION OR 2 (1) YEAR EXTENSIONS.				
	Will you extend your prices to local government	YES	YES	
	entities within the County			
	Bid specifications sent to:	Independent Hardware	Bell's Security Sales	
		James Doorcheck Inc.		
	Based upon the bids received, I recommend JC Magee Security Solutions be awarded the contract as the lowest responsive, responsible bidder.			
			Sincerely,	
			Robert J. McErlane	
			Purchasing	

3

C2

Signatures

SIGNED: John Magee COMPANY: JC Magee Security Solutions

NAME John C Magee III ADDRESS 1113 N Broad St

TITLE: President Woodbury NJ 08096

DATE: 2-21-13 TELE #: 856-845-3434

FAX #: 856-845-3024

TO BOARD OF CHOSEN FREEHOLDERS
OF THE COUNTY OF GLOUCESTER

GENTLEMEN:

THE UNDERSIGNED HEREBY DECLARES THAT HE/SHE HAS CAREFULLY EXAMINED THE SPECIFICATIONS AND PROPOSAL FORM FOR THE ABOVE PROJECT, FOR WHICH BIDS WERE ADVERTISED TO BE OPENED AND READ IN PUBLIC ON **February 26, 2013 10:00 AM,** LOCAL TIME, AT THE OFFICE OF THE PURCHASING AGENT, COUNTY ADMINISTRATION BUILDING, 2ND FLOOR, 2 SOUTH BROAD STREET, WOODBURY, NJ 08096.

THE BIDDER FURTHER DECLARES THAT HE/SHE WILL CONTRACT TO FURNISH ALL ITEMS IN ACCORDANCE WITH THE PRESCRIBED SPECIFICATIONS AT THE PRICES SPECIFIED BELOW:

ITEM #	DESCRIPTION	SERVICE CHARGE
1.	LOCKSMITH SERVICES PERFORMED DURING REGULAR HOURS	$ 95 /HR
2.	LOCKSMITH SERVICES PERFORMED DURING OVERTIME HOURS AND EMERGENCY SERVICE	$ 142.50 /HR
3.	DISCOUNT FROM RETAIL PRICE FOR LOCKING HARDWARE AND PARTS	25 % DISCOUNT

NOTE TO BIDDERS: FOR BID EVALUATION PURPOSES ONLY, THE COUNTY WILL USE THE FOLLOWING ANNUAL ESTIMATES TO DETERMINE THE OVERALL LOW BIDDER FOR THE ABOVE ITEMS:

- ITEM 1 – 175 REGULAR HOURS
- ITEM 2 – 30 OVERTIME HOURS
- ITEM 3 – $10,000 IN RETAIL PRICES

VARIATIONS: None

C3

RESOLUTION AUTHORIZING THE PURCHASE OF LABOR AND MATERIALS FROM COMMERCIAL INTERIORS DIRECT FOR INSTALLATION OF CARPETING IN VARIOUS COUNTY BUILDINGS THROUGH STATE CONTRACT #A81755 FROM MARCH 27, 2013 TO MARCH 26, 2014 IN AN AMOUNT NOT TO EXCEED $75,000.00

WHEREAS, N.J.S.A. 40A:11-12 permits the purchase of materials, supplies and equipment through State Contract, without the need for public bidding; and

WHEREAS, the County of Gloucester has a need to purchase carpeting and installation for the County of Gloucester; and

WHEREAS, it has been determined that the County of Gloucester can purchase labor and materials through State Contract #A81755, for the installation of carpet from Commercial Interiors Direct, 1 South Corporate Drive, Riverdale, NJ 07457, in an amount not to exceed $75,000.00, from March 27, 2013 to March 26, 2014; and

WHEREAS, the contract shall be for estimated units of service, in an amount not to exceed $75,000.00. 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.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the County Purchasing Agent be authorized to purchase labor and materials for the installation of carpeting from Commercial Interiors Direct in an amount not to exceed $75,000.00, from March 27, 2013 to March 26, 2014.

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

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, March 27, 2013 at Woodbury, New Jersey.

COUNTY OF GLOUCESTER

_____

ROBERT M. DAMMINGER,
FREEHOLDER DIRECTOR

ATTEST:

_____

ROBERT N. DILELLA,
CLERK OF THE BOARD

C4

RESOLUTION AUTHORIZING CHANGE ORDER DECREASE #03-FINAL WITH SOUTH STATE, INC. IN THE AMOUNT OF -$86,915.84

WHEREAS, the County of Gloucester (hereinafter "County") previously received public bids for the construction of the County road improvement project known as "Resurfacing and Safety Improvements to Buck Road (CR553) from 1000' N. of Clayton Avenue (CR608) to the Salem County Line in the Townships of Elk & Franklin, Gloucester County", Federal Project #STP-0144(109), Engineering Project #11-03FA (hereinafter "Project"); and

WHEREAS, a contract for the Project was awarded previously by the County to South State, Inc. (hereinafter "South State"), with an office address of 202 Reeves Road, P.O. Box 68, Bridgeton, NJ 08312, for and in the amount of $1,431,989.20 (hereinafter the "Contract") following all public bidding procedures set out in the Local Public Contracts Law, N.J.S.A. 40A:11-1, et seq., and regulations promulgated thereunder; and

WHEREAS, the contract was previously increased by the County through Change Order Increase #01 in the amount of $29,173.03 and Change Order Increase #02 in the amount of $5,000.80; and

WHEREAS, Vincent M. Voltaggio, P.E., County Engineer, has recommended a Change Order Decrease #03-Final for the Contract, which will decrease the total amount of the Contract for the Project by -$86,915.84, resulting in a new total contract amount of $1,379,247.19; and

WHEREAS, the said change order is for final adjustments in quantities to reflect as-built conditions including supplemental item for thermoplastic traffic stripes/hatching; and

WHEREAS, the Project is a 100% Federally funded.

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

1. The hereinabove referenced Change Order Decrease #03-Final to decrease the County's Contract with South State for the Project in the amount of -$86,915.84, resulting in a new total adjusted contract amount of $1,379,247.19, be, and the same hereby is, approved; and

2. The Director of the Board, and the Clerk of the Board, be and are hereby authorized and directed to execute said Change Order for the aforementioned purposes on behalf of the County; and

3. The Director of the Board, and the Clerk of the Board, be and are hereby authorized and directed to execute any required New Jersey Department of Transportation Local Aid Federal Aid Change Order #3-Final regarding the Contract for the Project.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester and State of New Jersey held on Wednesday, March 27, 2013, at Woodbury, New Jersey.

COUNTY OF GLOUCESTER

ATTEST:

ROBERT M. DAMMINGER, DIRECTOR

ROBERT N. DILELLA, CLERK

C4

NEW JERSEY DEPARTMENT OF TRANSPORTATION
LOCAL AID
FEDERAL AID CHANGE ORDER

Change Order No: 3 - Final
Order Letter:_____
Date: 2/25/2013

Project: Proposed Resurfacing and Safety Improvements to County Road 553 (Buck Road), from Salem County line to Thornwood Drive in the Townships of Franklin and Elk

Federal Project No: STP-0144(109) Doc. No. _____

Contractor: South Stata, Inc.

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

Location of the proposed order: Buck Road, Townships of Franklin and Elk

Nature and reason for order: The staging of the work for the replacement of the Bridge 9-1-J's parapet and the concrete pavement was modified to be performed in two phases to permit the road to remain open to traffic during working hours. Total of 14 additional days was required to substantially complete the project. Additionally, the Change Order adjusts quantities and add supplementary items to complete the project.

X Extension ___ Reduction of time recommended for this order: 14 days

CONTRACT AMOUNT	ROAD	BRIDGE	TOTAL
Amount of original contract:	$1,431,989.20	$0.00	$1,431,989.20
Adjusted amount based on orders No. 1:	$1,461,162.23	$0.00	$1,461,162.23
Adjusted amount based on orders No. 2:	$1,466,163.03	$0.00	$1,466,163.03
Adjusted amount based on orders No. 3:	$1,379,247.19	$0.00	$1,379,247.19

CONTRACT TIME
Original Completion Date: 9/7/12
Adjustment This Order: 14
Previous Adjustments: (+ or -) 0
Adjusted Completion Date: 9/21/2012

ORDER NO. 3 - FINAL	X Road	Bridge	__ Other
	Road	Bridge	Total
Extra Work:	$38,368.80	$0.00	$38,368.80
Increases:	$19,240.30	$0.00	$19,240.30
Decreases:	($144,524.94)	$0.00	($144,524.94)
Total:	**($86,915.84)**	**$0.00**	**($86,915.84)**

RESERVED FOR FHWA OR F.T.A.

Recommended: _____ 3-13-13
Vincent M. Voltaggio, P.E.
Gloucester County Engineer
Date

Approved: _____ _____
Robert M. Damminger
Freeholder Director
Date

Approved for Funding Participation Purposes:
_____ _____
Manager, District #4, Local Aid Date

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

Accepted: _____ 3/8/13
Contractor's Authorized Signature Date
Name: Anthony DeSantis
Title: Project Engineer

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

X Unprotested
__ Protested by letter dated _____ attached.

NEW JERSEY DEPARTMENT OF TRANSPORTATION
LOCAL AID
FEDERAL AID CHANGE ORDER

Change Order No: 3 - Final
Order Letter:_____
Date: 02/25/2013

Project: Proposed Resurfacing and Safety Improvements to County Road 553 (Buck Road), from Salem County line to Thornwood Drive in the Townships of Franklin and Elk
Federal Project No: STP-0144(109) Doc. No. _____
Contractor: South State, Inc.

ITEM NO.	DESCRIPTION	QUANTITY (+/-)	UNIT PRICE	AMOUNT
DECREASES				
3	Excavation, Unclassified	(119.00)	$1.00	-$119.00
4	HMA Milling, 3" or less	(3642.00)	$1.00	-$3,642.00
6	Hot Mix Asphalt 9.5 H 64 Leveling Course	(603.00)	$55.00	-$33,165.00
7	Tack Coat	(1050.00)	$0.01	-$10.50
8	Prime Coat	(250.00)	$0.01	-$2.50
9	Dense Graded Aggregate Base Course, 6" Thick	(881.00)	$2.00	-$1,762.00
10	Hot Mix Asphalt 19 M 64 Base Course, 4" Thick	(770.00)	$3.50	-$2,695.00
12	Concrete Driveway, Reinforced, 6" Thick	(50.00)	$85.00	-$4,250.00
15	Bicycle Safe Grates	(8.00)	$300.00	-$2,400.00
16	Curb Piece	(4.00)	$300.00	-$1,200.00
17	Reset Existing Castings	(17.00)	$1.00	-$17.00
18	"U" Post Inserts	(171.00)	$35.00	-$5,985.00
21	Rip - Rap Stone Slope Protection, 12" Thick, D50 = 6"	(6.00)	$55.00	-$330.00
22	Removal of Traffic Stripes	(500.00)	$0.50	-$250.00
24	Traffic Stripes, Long Life, Epoxy Resin 4"	(4605.00)	$0.25	-$1,151.25
25	Regulatory and Warning Signs	(329.00)	$21.00	-$6,909.00
28	RPM Bi – Directional, Blue Lens	(10.00)	$0.01	-$0.10
30	Clean Existing Pipe, 12" to 48" Diameter	(200.00)	$5.00	-$1,000.00
32	Construction Signs	(793.00)	$0.01	-$7.93
34	Flashing Arrow Boards, 4'x8'	(2.00)	$1.00	-$2.00
37	Drums	(60.00)	$0.01	-$0.60
38	Traffic Cone	(80.00)	$0.01	-$0.80
39	Breakaway Barricade	(30.00)	$0.01	-$0.30
40	Temporary Traffic Stripes	(99.00)	$0.50	-$49.50
41	Beam Guide Rail	(92.00)	$16.00	-$1,472.00
47	Non- Vegetative Surface Treatment, Hot Mix Asphalt	(68.00)	$28.00	-$1,904.00
48	Three Beam Guide Rail, Bridge	(19.00)	$82.00	-$1,558.00
52	Concrete Surface Course, Class E, 10" Thick	(3.00)	$140.00	-$420.00
53	Concrete Bridge Parapet	(6.00)	$925.00	-$5,550.00
104	18" x 36" Junction Box	(2.00)	$1,930.00	-$3,860.00
109	4" Rigid Metal Conduit	(109.00)	$45.00	-$4,905.00
110	3" Rigid Metal Conduit	(3.00)	$42.00	-$126.00
112	2 1/2" Rigid Metal Conduit	(10.00)	$26.00	-$260.00
114	Traffic Signal Mast Arm, Aluminum	(3.00)	$2,000.00	-$6,000.00
117	Traffic Signal Cable, 7 Conductor	(454.00)	$2.45	-$1,112.30
118	Traffic Signal Cable, 5 Conductor	(670.00)	$1.60	-$1,072.00
119	Service Wire No. 6 AWG	(56.00)	$2.25	-$126.00
123	Asphalt Price Adjustment	(3.11790625)	$10,000.00	-$31,179.06
124	Fuel Price Adjustment	(1.00155515)	$20,000.00	-$20,031.10
				($144,524.94)
INCREASES				
5	Hot Mix Asphalt 12.5 H 64 Surface Course, 2 ½ Thick	68.30	$68.00	$4,644.40
11	9" x 16" Concrete Vertical Curb	23.00	$27.00	$621.00
13	Hot Mix Asphalt Driveway, 2" Thick	8.00	$10.00	$80.00
19	Concrete Sidewalk, 4" Thick	25.00	$55.00	$1,375.00
20	Detectable Warning Surfaces, (Brick Pavers)	1.00	$200.00	$200.00
26	Removal of RPM	12.00	$0.01	$0.12
27	RPM Bi - Directional, Amber Lens	25.00	$0.01	$0.25
29	RPM Bi – Directional, Red/White Lens	53.00	$0.01	$0.53
33	Police Traffic Directors	199.00	$60.00	$11,940.00
45	Beam Guide Rail Blockout	11.00	$29.00	$319.00
51	Reset Beam Guide Rail with Existing Posts	6.00	$10.00	$60.00
				$19,240.30
SUPPLEMENTARY				
SUP 4	Furnish and Install Traffic Stripes and Hatching, Thermoplastic, 4" wide	15987.00	$2.40	$38,368.80
				$38,368.80
	Total Amount Change Order No. 3			($86,915.84)

Amount of Original Contract:	$1,431,989.20
Adjusted Amount Based on Change Order No. 1:	$1,461,162.23
Adjusted Amount Based on Change Order No. 2:	$1,466,163.03
Adjusted Amount Based on Change Order No. 3:	$1,379,247.19
Total Change (+ or -):	($52,742.01)
% of Change in Contract: [(+) Increase or (-) Decrease]	-3.6831%

C4

Project # 11-03FA

COUNTY OF GLOUCESTER
CHANGE ORDER FORM

1. Name & Address of Vendor: South State, Inc
202 Reeves Road
Bridgeton, NJ 08302

2. Description of Project or Contract: Proposed Resurfacing and Safety Improvements to County Road 553 (Buck Road), from Salem County Line to Thornwood Drive in the Townships of Franklin and Elk

3. Date of Original Contract: 6/13/2012

4. P.O. Number: 12-02896

5. Amount of Original Contract: $ 1,431,989.20

6. Amount of Change Order #1 $ 29,173.03

7. Amount of this Change Order #2 $ 5,000.80

8. Amount of this Change Order #3 - Final $ (86,915.84)

9. New Total Amount of Contact (Total of Numbers 5, 6, 7 & 8 Above) $ 1,379,247.19

10. Need or Purpose of this Change Order: Final adjustments in quantities to reflect asbuilt conditions including supplemental item for thermoplastic traffic stripes / hatching. This project is 100% Federally funded

This change order requested by _____ (Department Head) on 3-13-13 (Date)

Accepted by _____ (Vendor) on 3/8/13 (Date)

Approved by the Board of Chosen Freeholders, County of Gloucester

Attest:

_____ Robert N. DiLella, Clerk

By: _____ Robert M. Damminger, Director

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

C5

RESOLUTION AUTHORIZING A CONTRACT WITH ZONE STRIPING, INC. FROM MARCH 27, 2013 TO OCTOBER 31, 2014 IN THE AMOUNT OF $539,333.77

WHEREAS, the County of Gloucester (hereinafter the "County") advertised for the receipt of public bids for the construction of the "Gloucester County Roadway Safety Project Various Municipalities Throughout Gloucester County", Federal Project No STP-COOS(339), Engineering Project #12-04FA (hereinafter the "Project"); and

WHEREAS, bids were publicly received and opened for the Project by the County on February 20, 2013; and

WHEREAS, after following proper public bidding procedure, it was determined that Zone Striping, Inc. (hereinafter "Zone"), with an office address of 501 New Jersey Avenue, P.O. Box 568, Glassboro, NJ 08028, was the lowest responsive and responsible bidder to construct the Project, as set forth in the specifications for the Project, for a total contract amount of $539,333.77 from March 27, 2013 to October 31, 2014; and

WHEREAS, the County's Purchasing and Engineering Departments recommend the award of a contract to South State for the Project in the amount of $539,333.77; and

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

WHEREAS, the Purchasing Agent for the County has certified the availability of funds for this contract in the amount of $539,333.77, pursuant to C.A.F. #13-02210, which amount shall be charged against budget line items C–04–10–013–165–13214 ($39,333.77) and C–04–12–013–165–13214 ($500,000.00), for a total of $539,333.77.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the Freeholder Director, and Clerk of the Board, be and are hereby authorized to execute a contract with Zone for the Project in the amount of FIVE HUNDRED THIRTY-NINE THOUSAND THREE HUNDRED THIRTY-THREE DOLLARS AND SEVENTY-SEVEN CENTS ($539,333.77), per the prices submitted in its bid, and contingent upon approval by the NJ Department of Transportation.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, March 27, 2013, at Woodbury, New Jersey.

COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

C5

CONTRACT BETWEEN
COUNTY OF GLOUCESTER
AND
ZONE STRIPING, INC.

THIS CONTRACT is made effective this **27th** day of **March 2013**, by and between the **COUNTY OF GLOUCESTER**, a body politic and corporate, with administrative offices at 2 South Broad Street, Woodbury, New Jersey 08096, hereinafter referred to as "**County**", and **ZONE STRIPING, INC.**, a New Jersey Corporation, with offices at 501 New Jersey Avenue, P.O. Box 568, Glassboro, NJ 08028, hereinafter referred to as "**Contractor**".

RECITALS

WHEREAS, there exists a need for the County to contract for all labor and material required concerning the construction of the County road improvement project known as: "Gloucester County Roadway Safety Project Various Municipalities Throughout Gloucester County", Federal Project No STP-COOS(339), Engineering Project #12-04FA (hereinafter the "Project"); and

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

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

TERMS OF AGREEMENT

1. **COMMENCEMENT OF SERVICES.** Contractor shall commence services for the Project upon the County issuing a written Notice to Proceed to the Contractor; and the Contractor shall complete all work required for substantial completion of the Project from March 27, 2013 to October 31, 2014.

2. **COMPENSATION.** Contractor shall be compensated in the amount of **$539,333.77** for all labor and materials required to construct the **Project,** as per the Specifications issued by the County identified as **12-04FA** (hereinafter the "Specifications"), and the unit prices set out in the Contractor's bid for the Project (hereinafter the "Bid").

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

If mediation is demanded, it shall be demanded consistent with the County's provisions concerning Alternative Dispute Resolution for contracts to which N.J.S.A. 40A:11-50 is applicable. Those provisions are set forth below, [Note: Alternative Dispute Resolution shall not be available with regard to disputes concerning the bid solicitation or award process or the formation of contracts or subcontracts entered into pursuant to the New Jersey Local Public Contracts Law.]

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

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

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

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

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

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

(a) five (5) business days after the other party has provided its written response to the aggrieved party's notice of dispute;

(b) 30 days have passed after submission of the original, written claim by the aggrieved party and the other party has not responded.

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

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

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

need for timely action, choose a mediator. If the parties cannot agree on a mediator, they shall choose a reputable mediation firm.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

THIS CONTRACT is effective as of this **27th** day of **March 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 Contractor has caused this instrument to be signed by its properly authorized representative and its corporate seal affixed the day and year first above written.

ATTEST:

COUNTY OF GLOUCESTER

_____

ROBERT N. DI LELLA, CLERK

_____

ROBERT M. DAMMINGER, DIRECTOR

ZONE STRIPING, INC.

_____

By: _____

_____

(Please Print Name)

V:\Projects\12-04FA\Correspondence\Agenda Request Packages (Resolutions)\12-04FA Zone Construction Contract Fed Aid Roadway Safety, Contract.doc

Office of the County Engineer
County of Gloucester

Gloucester County Roadway Safety Project Various Municipalities Throughout Gloucester County, Federal Project No. STP-COOS (339),

Engineering Project #08-12FA

Bid Date: Wednesday, February 20, 2013 Bid Time: 10:00 am

SUMMARY OF BIDS

SPECIFICATION NO. 12-04FA

				bidder 1 of 2 Zone Striping, Inc. 501 New Jersey Avenue Glassboro, NJ 08028 Paul R. Mitchell, Jr., President p.mitchell@zonestriping.com p 856.582.5900 f 856.582.1303		bidder 2 of 2 Traffic Lines, Inc. 5100 Asbury Road Farmingdale, NJ 07727 Mark Sergeant, President trafficlines@gmail.com p 732.919.3100 f 732.919.3101	
Item No.	Description	Approx. Quantity	Unit	Unit Price	Amount	Unit Price	Amount
1	Flashing Arrow Board (4'x8') mounted on Striping Truck	1	Unit	$1,420.00	$1,420.00	$405.15	$405.15
2	Traffic Control Truck w/ Crash Cushion & Flashing Arrow Board (4'x8')	1	Unit	$24,972.77	$24,972.77	$17,000.00	$17,000.00
3	Traffic Cones	200	Unit	$1.00	$200.00	$5.00	$1,000.00
4	Construction Signs	436	S.F.	$1.00	$436.00	$0.01	$4.36
5	Traffic Stripes, Long Life, Epoxy Resin	1,755,000	L.F.	$0.21	$368,550.00	$0.22	$386,100.00
6	Traffic Markings, Symbols, Long Life, Thermoplastic	7,000	S.F.	$4.90	$34,300.00	$5.50	$38,500.00
7	Traffic Markings, Lines, Long Life Thermoplastic	100,000	L.F.	$0.60	$60,000.00	$0.55	$55,000.00
8	Removal of Traffic Stripes & Markings	5,000	L.F.	$0.50	$2,500.00	$0.60	$3,000.00
9	Beam Guide Rail	525	L.F.	$20.00	$10,500.00	$20.35	$10,683.75
10	Tangent Guide Rail Terminal	1	Unit	$1,995.00	$1,995.00	$2,436.50	$2,436.50
11	Flared Guide Rail Terminal	4	Unit	$1,895.00	$7,580.00	$2,211.00	$8,844.00
12	No Item	--	--		$0.00		$0.00
13	No Item	--	--		$0.00		$0.00
14	No Item	--	--		$0.00		$0.00
15	No Item	--	--		$0.00		$0.00
16	No Item	--	--		$0.00		$0.00
17	No Item	--	--		$0.00		$0.00
18	No Item	--	--		$0.00		$0.00
19	No Item	--	--		$0.00		$0.00
20	No Item	--	--		$0.00		$0.00
21	Flexible Delineators, Ground Mounted	120	Unit	$36.00	$4,320.00	$39.50	$4,740.00
22	Raised Pavement Markers	560	Unit	$26.00	$14,560.00	$24.50	$13,720.00
23	Removal of Raised Pavement Markers	20	Unit	$10.00	$200.00	$5.00	$100.00
24	Removal & Replacement of RPM Lens	780	Unit	$10.00	$7,800.00	$10.00	$7,800.00
				Total Bid	$539,333.77	Total Bid	$549,333.76

Vincent M. Vellaggio, P.E.
Gloucester County Engineer

v\projects\12-04FA\Summary of Bids\12-04FA Summary of Bids

created: March 30, 2012
completed: February 21, 2013

3

C5

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

C-04-10-013-165-13214 ($39,333.77)
C-04-12-013-165-13214 ($500,000.00)

Certificate of Availability of Funds

TREASURER'S NO. 13-02210 DATE February 21, 2013

BUDGET NUMBER - CURRENT YR _____ B _____ DEPARTMENT Engineering

AMOUNT OF CERTIFICATION ($539,333.77) COUNTY COUNSEL Matthew P. Lyons, Esq.

DESCRIPTION: Construction Contract for Gloucester County Roadway Safety Project Various Municipalities Throughout Gloucester County", Federal Project No STP-COOS(339), Engineering Project #12-04

VENDOR: Zone Striping, Inc.

ADDRESS: 501 New Jersey Avenue
PO Box 568

Glassboro, NJ 08028

3-11-13
DEPARTMENT HEAD APPROVAL
Vincent M. Voltaggio, P.E.,
County Engineer

APPROVED
PURCHASING AGENT

☐ RETURNED TO DEPARTMENT
NOT APPROVED

Meeting Date: March 27, 2013

DATE PROCESSED 3-13-13

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E1

RESOLUTION AUTHORIZING AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE COUNTY AND THE NEW JERSEY DEPARTMENT OF HUMAN SERVICES REGARDING MEDICAID APPLICATION/REDETERMINATION PROCESSING

WHEREAS, the Board of Chosen Freeholders of the County of Gloucester adopted a Resolution on or about December, 2011 authorizing the execution of a Memorandum of Understanding ("MOU") with the New Jersey Department of Human Services regarding Medicaid Application/ Redetermination Processing; and

WHEREAS, the State of New Jersey, Department of Human Services has advised that amendment to the MOU is necessary which will: **(a)** decrease the dollar amount per case for each County; **(b)** set forth the County's agreement to the performance targets listed therein; and **(c)** acknowledge/confirm agreement to meet the service/activity parameters; and

WHEREAS, all other terms and provisions of the original Memorandum of Understanding not amended herein shall remain in full force and effect.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that the Director of the Board is hereby authorized to execute the Amendment to the Memorandum of Understanding by and between the County of Gloucester and the NJ Department of Human Services annexed hereto, to effectuate the terms therein; and

BE IT FURTHER RESOLVED that all other terms and provisions of the Memorandum of Understanding shall remain in full force and effect.

ADOPTED at a regular meeting of the Gloucester County Board of Chosen Freeholders held on Wednesday, March 27, 2013 at Woodbury, New Jersey.

COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER,
FREEHOLDER DIRECTOR

ATTEST:

ROBERT N. DILELLA,
CLERK OF THE BOARD

E1

AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING

BETWEEN THE STATE OF NEW JERSEY
THE DEPARTMENT OF HUMAN SERVICES
AND
GLOUCESTER COUNTY DIVISION OF SOCIAL SERVICES

Regarding
MEDICAID APPLICATION/REDETERMNATION PROCESSING
****

This Amendment reflects changes that have been made and implemented since the initial signing of the Memorandums of Understanding between the Department of Human Services and County Welfare Agencies.

Original MOU:
WHEREAS, the per case amount is increased by $40.00 per case per year for a total of $50.00 per case per year for each county effective January 1, 2012 forward.

Amendment to MOU:
WHEREAS, the per case amount is increased by $25.80 per case per year for a total of $35.80 per case per year for each county effective January 1, 2012 forward.

Note: This amount has been effective since the beginning of State Fiscal Year 2012 (Jan 2012 – which was the beginning of the CWA's Fiscal Year).

Original MOU:
WHEREAS, The Gloucester County Division of Social Services agrees to the performance targets set forth on Attachment 2 and agrees to submit a monthly report (Attachment 3) that reflects current processing volume and backlogs.

Amendment to MOU:
WHEREAS, The Gloucester County Division of Social Services agrees to the performance targets listed below and provided to all County Directors on September 5th 2012. Processing volume and backlog data will be based on the currently available monthly REDETERMINATION DATES BY COUNTY – SUMMARY reports that are now accessible by each County.

Report/Evaluation Month	County Future Date Target %	Payment Month
Dec 2012	50%	End of Dec 2012
April 2013	60%	End of April 2013
July 2013	75%	End of July 2013
Oct 2013*	85%	End of Oct 2013
Dec 2013	90%	End of Dec 2013

* Reporting may be subject to change as CASS implementation begins.

Note: REDETERMINATION DATES BY COUNTY – SUMMARY reports became available to the Counties in July 2012.

Original MOU:

3. **SERVICES:** The Parties agree to meet the service/activity parameters as set forth in Attachment 2.

Amended MOU:

3. **SERVICES:** The Parties agree to meet the service/activity parameters as set forth in the September 5th 2012 *County MOU and Redetermination Rpts* email sent by the Division of Medical Assistance & Health Services outlining the new reporting process and quarterly Targets.

Note: *County MOU and Redetermination Rpts* email sent by Vas Litkewycz to all County Directors (copy attached).

IN WITNESS WHEREOF, the Parties hereto have caused this MOU to be signed on the dates set forth below:

Robert M. Damminger, Freeholder Director Gloucester County	Date
Valerie J Harr, Director Division of Medical Assistance & Health Services New Jersey Department of Human Services	Date

E2

RESOLUTION AUTHORIZING AMENDMENT TO RESOLUTION ADOPTED ON JUNE 20, 2012 TO CHANGE THE YEAR OF GRANT FROM FISCAL YEAR (FY'2013) TO CALENDAR YEAR (CY'2013) FOR THE SENIOR CITIZEN AND DISABLED RESIDENT TRANSPORTATION ASSISTANCE ACT GRANT RECEIVED THROUGH NJ TRANSIT

WHEREAS, in 1984 the governor of New Jersey signed into law legislation creating the "Senior Citizen and Disabled Resident Transportation Assistance Act" (SCDRTAP); and

WHEREAS, by Resolution adopted June 20, 2012, the County authorized the application to NJ Transit, One Penn Plaza East, Newark, NJ 07105-2246, for the renewal of the SCDRTAP grant in calendar year 2013; and

WHEREAS, the County has submitted the annual grant application to NJ Transit and received a request from NJ Transit to correct reference within resolution from FY'2013 to CY'2013; and

WHEREAS, the resolution inadvertently set forth the year as FY'2013 and must be amended to reflect the year as CY'2013.

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

1. That the Resolution duly adopted on June 20th, 2012 relative to the 2013 renewal grant under "Senior Citizen and Disabled Resident Transportation Assistance Act", for the purposes set forth herein above shall be amended to modify and correct the year to CY'2013.

2. All other terms and conditions of the Resolution and Contract shall remain in full force and effect.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, March 27, 2013, at Woodbury, NJ.

COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

F1

RESOLUTION AUTHORIZING A STATE CONTRACT #A61618 WITH GLOBAL-TEL LINK CORPORATION FOR TELEPHONE SERVICES FOR THE INMATES AT THE COUNTY DEPARTMENT OF CORRECTIONAL SERVICES FROM MARCH 3, 2013 TO MARCH 2, 2014

WHEREAS, N.J.S.A. 40A:11-12 permits the purchase of materials, supplies and equipment, through the State Contract, without the need for public bidding; and

WHEREAS, the County of Gloucester has determined that there is a need for phone services at the County of Gloucester Department of Correctional Services; and

WHEREAS, the County of Gloucester has recommended that said services be provided by Global-Tel link Corporation with offices at 255 Butterfly Rd., Jackson NJ 08527; and

WHEREAS, the contract shall be for an estimated unit of services, with commissions in the amount of 56% rate on all phone calls made from the Correctional Facility.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that the County is authorized to provide telephone services for the inmates at the Gloucester County Correctional Facility from Global-Tel Link Corporation under State Contract #A61618 from March 3, 2013 to March 2, 2014; and

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, March 27, 2013, at Woodbury, New Jersey.

COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DiLELLA, CLERK

F2

RESOLUTION AUTHORIZING THE EXECUTION OF ALL DOCUMENTS RELATIVE TO THE APPLICATION FOR THE DRIVING UNDER THE INFLUENCE SOBRIETY CHECKPOINT & SATURATION PATROL PROGRAM GRANT THROUGH THE NJ DIVISION OF HIGHWAY TRAFFIC SAFETY IN THE AMOUNT OF $24,000.00 FROM OCTOBER 1, 2013 TO SEPTEMBER 30, 2014

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

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

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

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

WHEREAS, the Gloucester County Board of Chosen Freeholders acknowledge that the total amount of the grant funds to be requested is $24,000.00 from October 1, 2013 to September 30, 2014.

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

1. The Director of the Board is hereby authorized to execute any and all documents in connection with the filing of the grant application with the State of New Jersey, Division of Highway Traffic Safety, requesting grant funds from the Driving Under the Influence Sobriety Checkpoint & Saturation Patrol Fund in the amount of $24,000.00;

2. The Board of Chosen Freeholders hereby confirms that it shall comply with all applicable regulations of the granting authority as referred to above, and shall provide any necessary additional assurances as may be required.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, March 27, 2013 at Woodbury, New Jersey.

COUNTY OF GLOUCESTER

ATTEST:

ROBERT M. DAMMINGER,
FREEHOLDER DIRECTOR

ROBERT N. DILELLA,
CLERK OF THE BOARD

F2

CLOSE TO EVERYTHING
Gloucester County
FAR FROM IT ALL

BOARD OF
CHOSEN FREEHOLDERS

COUNTY OF GLOUCESTER
STATE OF NEW JERSEY

FREEHOLDER DIRECTOR
Robert M. Damminger

FREEHOLDER LIAISON
Vincent H. Nestore Jr.

DEPARTMENT OF HUMAN SERVICES

DIRECTOR
Lisa A. Cerny

P.O. Box 337
Woodbury, NJ 08096

Phone: 856.384.6870
Fax: 856.384.0207
lcerny@co.gloucester.nj.us

www.gloucestercountynj.gov

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

TO: Det. Nicholas Schock

DEPARTMENT: Prosecutor's Office

GRANT TITLE: Driving Under the Influence Sobriety Checkpoint

DATE: February 28, 2013

CERTIFICATION LETTER

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

REVIEWED BY: _____

REVIEWED BY: _____
Grants Coordinator

FREEHOLDER MEETING: March 13, 2013

GRANT REQUEST FORM

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

DATE: 2/19/13

1. TYPE OF GRANT
   _____ NEW GRANT
   X RENEWAL/CONTINUATION-PREVIOUS YR. BUDGET NUMBER 12-248
2. GRANT TITLE: Driving Under the Influence Sobriety Checkpoint
3. GRANT TERM: FROM: 10/1/13 TO: 9/30/14
4. COUNTY DEPARTMENT: Prosecutor's Office
5. DEPT. CONTACT PERSON & PHONE NUMBER: Det. Nicholas Schock (384-5635)
6. NAME OF FUNDING AGENCY: NJ Division of Highway Traffic Safety
7. BRIEF DESCRIPTION OF GRANT PROGRAM (TO BE USED FOR CLERK OF BOARD: To fund municipal officers' overtime and decrease the impact of traffic services on municipal budgets by conducting DWI Sobriety Checkpoints throughout Gloucester County. To maintain and expand DWI Sobriety Checkpoints and DWI traffic enforcement throughout Gloucester County. Actively combat DWI offenses and to promote public awareness.
8. PERSONNEL-EMPLOYEE NAME & AMOUNT OF SALARY FUNDED THROUGH PROPOSED GRANT PROGRAM (INDICATE A NEW HIRE WITH AN ASTERISK " * "):

NAME	AMOUNT	NAME	AMOUNT
N/A			

9. TOTAL SALARY CHARGED TO GRANT: $ 0
10. INDIRECT COST (IC) RATE: _____ %
11. IC CHARGED TO GRANT$ 0
12. FRINGE BENEFIT RATE CHARGED TO GRANT: 0 %
13. DATE APPLICATION DUE TO GRANTOR 4/30/12

FY14 ENFORCING THE DRIVING UNDER THE INFLUENCE SOBRIETY CHECKPOINT & SATURATION PROGRAM C-2/LINE ITEM NARRATIVE 10/1/13-9/30/14

SALARIES & WAGES

207 Overtime Reimbursement

To reimburse municipal police departments for overtime spent enforcing DUI Sobriety Checkpoints and Saturation Patrols

DRIVING UNDER THE INFLUENCE
SOBRIETY CHECKPOINT & SATURATION PATROL
FUND APPLICATION
BUDGET NARRATIVE
10/1/13-9/30/14

207	Overtime Reimbursement	$24,000
	Total	**$24,000**

STATE OF NEW JERSEY SAGE
System for Administering Grants Electronically

Application: FED-2014-Gloucester County-0005(
Status: Application In Proces
User: Carolyn Szolacl
Role: Agency Staf
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Last Modified By: Schock, Nicholas on 2/13/2013 11:22:25 AM

GENERAL INFORMATION

Instructions:

- Fields with an * next to them must be completed.
- After entering all information click the **SAVE** button.
- To proceed to the next page you may click the **NEXT** button.
- To return to the Application menu click the **Application Menu** link above.

Applicant Agency Gloucester County
Project Title Gloucester County Highway Safety Taskforce DUI Ch*
Federal Tax ID # 216000660
D-U-N-S Number 957362247
CCR Registered? ◉Yes ○No * For information regarding CCR Registration click here.

Project Period
From 10/1/201* To 9/30/201*
Final financial claim due October 31.
Project period must be within current federal fiscal year (October 1 - September 30).

Type of Application
○Initial ◉Cont. ○Year 2 ○Year 3 *

Is the applicant organization non-profit? ○Yes ◉No *
Are you a New Jersey State Agency (e.g. Division of State Police, Department of Community Affairs)? ○Yes ◉No *

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STATE OF NEW JERSEY SAGE
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Status: Application In Process
User: Carolyn Szolack
Role: Agency Staff
Logout

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Last Modified By: Schock, Nicholas on 2/13/2013 11:22:47 AM

CONTACT INFORMATION

Instructions:

- Fields with an * next to them must be completed.
- After entering all information click the **SAVE** button.
- To proceed to the next page you may click the **NEXT** button.
- To return to the Application menu click the **Application Menu** link above.

Project Director

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

Financial Director

Prefix:	Mr. *
First Name:	Gary *
Last Name:	Schwarz *
Title:	Treasurer *
Address 1:	PO Box 337 *
Address 2:	
City:	Woodbury *
State:	New Jersey
Zip:	08096 *
Phone:	856 - 853 - 3353 *
Fax:	856 - 845 - 6234 *
E-Mail:	gschwarz@co.gloucester.nj.us *

Authorizing Official

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

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NARRATIVE DESCRIPTION OF PROJECT

Instructions:

- Fields with an * next to them must be completed.
- After entering all information click the **SAVE** button.
- To proceed to the next page you may click the **NEXT** button.
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Problem Statement

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

See attached problem statement *

30 of 2000

Click the Browse button to add Problem Statement attachments. Browse... DELETE

563960-2014DUICkpt.Problemstatement.doc

Objectives

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

Objective

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

179 of 250

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

Tasks

Increase quantity and quality of DWI traffic enforcement countywide *

Decrease impact of DUI enforcement on municipal budgets

Promote public awareness of DUI and traffic safety concerns

Activities

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

237 of 1000

Objective

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

248 of 250

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

Tasks

Coordinate with towns to schedule the details

Activities

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

67 of 1000

Objective

0 of 250

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

Tasks

Activities

0 of 1000

Objective

0 of 250

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

Tasks

Activities

0 of 1000

Objective

0 of 250

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

Tasks

Activities

0 of 1000

Objective

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

Tasks

Activities

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Objective

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

Tasks

Activities

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Tasks

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

Tasks

Activities

0 of 1000

Objective

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

Tasks

Activities

0 of 1000

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DUI Checkpoint & Saturation Patrol Grant – 2013/2014

PROBLEM STATEMENT

Gloucester County encompasses an area of approximately 330 square miles. Within Gloucester County there are 403 miles of county roadway and 246 miles of state highway, not including the New Jersey Turnpike. Gloucester County has a population estimated to be approximately 289,920, which has increased by an estimated 14% since April 2000.

The ever-increasing flow of motor vehicle traffic has steadily advanced the yearly toll of motor vehicle fatalities and serious motor vehicle crashes. During the months of May through October, the traffic increase in Gloucester County is overwhelming due to the county being a major thoroughfare for vehicles streaming towards the shore communities. The vast majority of this influx arrives by private motor vehicle, operated by drivers forced to deal with the unfamiliar and congested roadways.

Decreasing the incidence of preventable motor vehicle crashes through increased police presence and enforcement is both a salutary and attainable goal. A true and lasting decline in the number of fatal and serious injury crashes can only be achieved by the driving population's large-scale voluntary compliance with traffic laws. Such voluntary compliance is a significant part of, and a direct function of, the deterrent effect of traffic related law enforcement.

To effectively police the roadways of Gloucester County and maximize the deterrent benefits of Driving Under the Influence (DUI) Sobriety Checkpoints and Saturation Patrols, a regionalized approach would be beneficial. The plan would also call for individual community DWI enforcement efforts to be linked with a county-wide plan. The goal is to attain the best possible allocation of resources and produce quantifiable results.

STATISTICAL INFORMATION

"Drunk driving is a **deadly violent** crime. As crippling as **crack**, as random as **gang violence**, and it's **killing** more kids than both combined"

Former President, George H.W. Bush

According to data from the National Highway Traffic Safety Administration (NHTSA), in 2000 America experienced the largest percentage increase in alcohol-related traffic deaths on record. 17,380 people were killed in alcohol-related crashes – an average of one every half-hour. These deaths constituted approximately 41 percent of the 41,945 total traffic fatalities.

Since then, this number has remained alarmingly high. Over the past three years, from 2008-2010, persons killed in a drunk driving related crash have remained steady at over 30 percent. Despite the decrease in total fatalities, the rate of instances of alcohol involvement remains unchanged. According to NHTSA's FARS latest data, in 2010, there were 9,337 fatal crashes attributed to consumption of alcohol to some extent (http://www-fars.nhtsa.dot.gov/Crashes/CrashesAlcohol.aspx).

In the most recent study conducted by MADD:

- Over 1.46 million drivers were arrested in 2006 for driving under the influence of alcohol or narcotics. This is an arrest rate of 1 for every 139 licensed drivers in the United States.
- In 2002, surveys estimates that Americans took over 159 million alcohol-impaired driving trips, compared with only 116 million in 1997.
- Alcohol-related crashes in the United States cost the public an estimated $114.3 billion in 2000, including $51.1 billion in monetary costs and an estimated $63.2 billion in quality of life losses. People other than the drinking driver paid $71.6 billion of the alcohol-related crash bill, which is 63 percent of the total cost of these crashes.

New Jersey had 627 fatalities during 2011. Of this total, 536 were tested for alcohol. Of those tested, 195, or 36.4%, were positive for alcohol. 2011 showed a **14.7% Increase** (170 in 2010 to 195 in 2011) in alcohol related fatalities compared to 2010.

Drunk Driving and Sobriety Checkpoints in the United States, according to MADD statistics:

- Driving under the influence of alcohol or other drugs was listed as the greatest highway safety problem.
- Research has shown that highly publicized, highly visible, and frequent sobriety checkpoints reduce alcohol-involved crashes and fatalities by an average of **twenty percent**.

- Eighty-seven percent of Americans say they support the use of sobriety checkpoints to check for drunk drivers, and sixty-two percent would like sobriety checkpoints to be used more often.
- Support for sobriety checkpoints has increased from 79 percent in 1993 to 83 percent in 2000 to 87 percent in 2006.
- Research shows that for every dollar invested in checkpoints, communities save between $6 and $23 in costs from alcohol-related crashes.

Utilizing the statistical information compiled by the Gloucester County Prosecutor's Office, Crash Investigation Unit, since 2002/2003, three primary causes of Gloucester County fatalities and/or serious injury crashes were identified: 1.) driving while intoxicated; 2.) hazardous moving violations, specifically speeding, improper turning and disregard of traffic control devices; and 3.) failure to utilize seatbelts.

The following numbers reflect statistical information gathered by the Gloucester County Prosecutor's Office, Crash Investigation Unit, for county-wide motor vehicle crashes that resulted in death/serious injury to another person and possessed an involvement of alcohol/drugs:

2005		
Assault by Auto		
35 motor vehicle crashes	27 alcohol/drug related	
Fatal		
26 motor vehicle crashes	7 alcohol/drug related	28 fatalities

2006		
Assault by Auto		
34 motor vehicle crashes	33 alcohol/drug related	55 injuries
Fatal		
37 motor vehicle crashes	12 alcohol/drug related	40 fatalities

2007		
Assault by Auto		
37 motor vehicle crashes	32 alcohol/drug related	54 injuries
Fatal		
44 motor vehicle crashes	12 alcohol/drug related	48 fatalities

2008		
Assault by Auto		
47 motor vehicle crashes	36 drug/alcohol related	63 injuries
Fatal		
32 motor vehicle crashes	13 drug/alcohol related	36 fatalities

2009		
Assault by Auto		
42 motor vehicle crashes	33 drug/alcohol related	65 injuries
Fatal		
22 motor vehicle crashes	5 drug/alcohol related	22 fatalities

2010		
Assault by Auto		
23 motor vehicle crashes	15 drug/alcohol related	29 injuries
Fatal		
19 motor vehicle crashes	6 drug/alcohol related	19 fatalities

2011		
Assault by Auto		
43 motor vehicle crashes	29 drug/alcohol related	52 injuries
Fatal		
24 motor vehicle crashes	8 drug/alcohol related	26 fatalities

2012		
Assault by Auto		
46 motor vehicle crashes	30 drug/alcohol related	70 injuries
Fatal		
22 motor vehicle crashes	8 drug/alcohol related	23 fatalities

The Gloucester County Prosecutor's Office has established a zero tolerance policy on any motor vehicle crash involving alcohol/drugs that result in death or bodily injury. As part

of this policy, all motor vehicle crashes involving alcohol/drugs are presented to the Gloucester County Grand Jury.

There were 22 fatal motor vehicle crashes in 2012 in Gloucester County, resulting in 23 fatalities. Of these 22 crashes, 8, or 36.3% were drug/alcohol related. The Gloucester County Prosecutor's Office also prosecuted 46 assault by auto criminal cases, 30 of which were drug/alcohol related. These cases resulted in 70 injuries. The number of fatal crashes decreased from 2011 to 2012, but the percentage of crashes that were alcohol related increased from 33.3% to 36.3%. The number of criminal cases also marked an increase of 3 in 2012, from 43 to 46.

Using data from Plan4Safety, the number of crashes involving alcohol that were not fatal or prosecutable in Gloucester County showed a slight decrease in all areas from 2011-2012. Crashes involving just property damage decreased from 192 to 168 (12.5%), crashes involving alcohol with injuries decreased from 133 to 124 (4.5%).

DUI ENFORCEMENT – THE USE OF DUI CHECKPOINTS & PATROLS

It has long been recognized that impaired driving is one of the most significant contributing factors in traffic fatalities and injuries. In an attempt to deter and apprehend intoxicated drivers, sobriety checkpoints and saturation patrols have become prevalent throughout the nation. High visibility, efficient enforcement and the media attention associated with these efforts have made checkpoints and patrols an effective tool in removing impaired drivers from the roadway.

Sobriety checkpoints were rarely conducted in Gloucester County prior to 2003. There are several municipal police departments that have not conducted a sobriety checkpoint in well over a decade. In 2011/2012, with the assistance of grant funds awarded by the New Jersey Division of Highway Traffic Safety, Gloucester County conducted **10** DUI Sobriety Checkpoints between November 2011 and September 2012. These checkpoints were conducted the municipalities with the highest rate of alcohol/drug related motor vehicle crashes. All checkpoints were worked by municipal police officers from the hosting departments, maintaining the Gloucester County Prosecutor's Office zero-tolerance policy. A primary objective of the continued DUI Sobriety Checkpoint grant will be to facilitate the reintroduction and continued enforcement of sobriety checkpoints and saturation patrols.

Since this grant funded approach first began, the Gloucester County Prosecutor's Office, Crash Investigation Unit has issued an operational directive applicable to all sobriety checkpoint operations. All sobriety checkpoints conducted under this grant will be operated jointly between the municipal police agency involved and the Gloucester County Prosecutor's Office. Municipal officers working the checkpoint will be paid from the grant funds. The Crash Investigation Unit supervisor or the assigned supervisor

will be present at each checkpoint operation. All drivers stopped at the checkpoint will be given a handout explaining the purpose of the operation.

These checkpoints received widespread publicity through media. As a result of these DUI Sobriety Checkpoints, the Gloucester County Prosecutor's Office has formulated a working relationship with many local fire departments, who provide lighting for safety at the checkpoints, as well as refreshments to the officers working the checkpoints.

The continuation of sobriety checkpoints and saturation patrols in Gloucester County will have a major impact in DUI enforcement capability countywide. Implementation of these checkpoints and saturation patrols, together with their results and arrests, will receive widespread publicity.

The results of the 2011/2012 County DUI Checkpoint & Saturation Patrol project are as follows:

DUI checkpoints were held in:

Deptford Township, Mantua Township, Monroe Township, Washington Township

DUI Saturation Patrols were in:

East Greenwich Township, Logan Township, and Deptford Township

As a result of the checkpoints and saturation patrols, **52 DWI arrests** were made. In addition, there were 65 other arrests, 732 summonses issued, and 5,397 vehicles checked.

OBJECTIVES

The objectives of this project are:

1.) **To reduce the percentage of impaired driving related fatal crashes to less than 30% of the total fatalities and a reduction to below 15% of all crashes (injury, property damage)**
2.) **Conduct at least 6 DWI checkpoints and 6 saturation patrols** as a regular form of DUI enforcement activity within the county, by utilizing experienced police officers to perform enforcement tasks at the pay rate of $55.00 per hour (including holiday details);
3.) To increase both quantity and quality of DUI traffic enforcement countywide;
4.) To decrease the impact of DUI enforcement costs on municipal budgets, by providing grant money to previously underserved municipalities;
5.) To promote public awareness of DUI and traffic safety concerns on a widespread basis, this to be accomplished through the "warning" aspect of the

enforcement projects, the overall field visibility achieved by the effort and resulting media attention;

6.) To emphasize and elevate the status of traffic safety enforcement in the law enforcement community as a whole;

7.) Maintain cooperative working and lasting relationships between the Gloucester County Prosecutor's Office, local traffic safety bureaus and officers, the New Jersey State Police and the New Jersey Division of Highway Traffic Safety;

8.) Continue to review traffic enforcement related activities through Gloucester County for the purpose of developing enforcement and community safety programs.

MILESTONES

Numerous checkpoints have been conducted in Gloucester County since 2003 to educate the motorist on the effects of alcohol on the body and the consequences of driving while intoxicated. As a result, the total number of DUI related fatal crashes has remained in the single digits, down from 13 in 2008 to 8 in 2012. Through frequent, high-visibility enforcement, Gloucester County will seek to continue the reduction in alcohol-related crashes in 2013 and 2014.

EVALUATION:

This project will be administratively evaluated by the New Jersey Division of Highway Traffic Safety to determine if objectives were fully met. Included in this evaluation will be the number of individual enforcement events completed under this project, and the number of DUI violations prosecuted in those jurisdictions participating in the project.

REPORTING REQUIREMENTS

The project director will submit quarterly reports provided by the New Jersey Division of Highway Traffic Safety, which will describe the progress of this project.

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METHODOLOGY (METHODS)

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

See attached problem statement

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Click the Browse button to add Methodology attachments. Browse...

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- After entering all information click the **SAVE** button.
- To proceed to the next page you may click the **NEXT** button.
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Describe sequence of activities. Applications may include a time chart describing program activities.

Task 1

Conduct DWI Checkpoints and Saturation Patrols *

Activity 1

Numerous checkpoints have been conducted in Gloucester County since 2003 to educate the motorists on the effects of alcohol on the body and the consequences of driving while intoxicated. As a result, the total number of DUI related fatal crashes decreased from 13 in 2008 to only 5 in 2009, and then 6 in 2010. This number increased slightly in 2011 to 8, and remained steady at 8 in 2012. Through frequent, high-visibility enforcement, Gloucester County will seek to reduce the number alcohol-related fatalities in 2013 and 2014 by 10%. *

540 of 1000

Task 2

Activity 2

0 of 1000

Task 3

Activity 3

0 of 1000

Task 4

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PROJECT LOCATION

Instructions:

- Please complete this page, then click the **SAVE** button.
- First select a County, and then a Municipality.
- You may select more than one County or Municipality.
- Hold the **Ctrl Key** while clicking to select more than one.
- If your Project is statewide, click on the statewide checkbox and click the **SAVE** button.
- If your Project is countywide, click on the countywide checkbox and click the **SAVE** button.
- To proceed to the next page you may click the **NEXT** button.

☐ **Please check this box if the project is statewide**

County to filter by:

Atlantic County
Bergen County
Burlington County
Camden County
Cape May County
Cumberland County
Essex County
Gloucester County
Hudson County
Hunterdon County
Mercer County
Middlesex County
Monmouth County
Morris County *

Gloucester County

☑ **Please check this box if the project is countywide**

Municipalities:

Aberdeen Township
Absecon City
Alexandria Township
Allamuchy Township
Allendale Borough
Allenhurst Borough
Allentown Borough
Alloway Township
Alpha Borough
Alpine Borough
Andover Borough
Andover Township
Asbury Park City
Atlantic City

Clayton Borough
Deptford Township
East Greenwich Township
Elk Township
Franklin Township
Franklin Township
Franklin Township
Franklin Township
Glassboro Borough
Greenwich Township
Greenwich Township
Greenwich Township
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LOCAL AID & LEGISLATIVE DISTRICTS

Instructions:

- To proceed to the next page you may click the **NEXT** button or use the Related Pages section at the top/bottom of the page.
- To return to the Application menu click the **Application Menu** link above.
- This form does not need to be saved as it will be populated with information once the Project Location form is saved.

Legislative Districts: 3, 4, 5
Local Aid Districts: District 4
Congressional Districts:

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Go to Related Pages

You are here: > Budget > Personal Services

ENFORCEMENT/EDUCATION DETAILS

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- To return to the Application menu click the **Application Menu** link above.
- You must click **SAVE** to display the total amount.

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

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

Description	Number of Hours	Number of Staff	Hourly Rate	Federal Share	State/ Local Share	Total Amount
DWI Checkpoint and Saturation Patrols	436	109	$55.00	$24,000		$24,000
						$0
						$0
						$0
						$0
Total:	**436**	**109**		**$24,000**	**$0**	**$24,000**

RELATED PAGES

- Salaries and Wages
- Fringe Benefits
- Travel
- Enforcement/Education Details(1)
- Miscellaneous Personal Services

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Go to Related Pages

You are here: > Budget

BUDGET SUMMARY

Instructions:
- To proceed to the next page you may click the **NEXT** button or use the Related Pages section at the bottom of the page
- To return to the Application menu click the **Application Menu** link above.
- You must click **SAVE** to display the total amount.

Budget Line Item	Federal Share	State/Local Share	Total Amount Requested
Salaries and Wages	$0	$0	$0
Fringe Benefits	$0	$0	$0
Travel	$0	$0	$0
Enforcement/Education Details	$24,000	$0	$24,000
Miscellaneous Personal Services	$0	$0	$0
Contractual Services	$0	$0	$0
Commodities	$0	$0	$0
Other Direct Costs	$0	$0	$0
Indirect Costs			$0
Total:	**$24,000**	**$0**	**$24,000**

RELATED PAGES

- Contractual Services
- Commodities
- Other Direct Costs
- Indirect Costs
- Budget Summary(1)

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CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

Instructions:

- **AGREEMENT TO THE TERMS AND CONDITIONS IS ONLY REQUIRED FOR GRANTS OF $25,000 OR GREATER.**
- After entering all information click the **SAVE** button.
- To return to the Application menu click the **Application Menu** link above.

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

Certification regarding Debarment and Suspension can be found by clicking here.

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

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The Financial Director must approve the application for submission.
The Authorizing Official must approve the application for submission.

Created By: Schock, Nicholas on 2/13/2013 1:23:04 PM

SIGNATURES

Project Director Approval

☑ I approve this application for submission.*

Name: Nicholas F. Schock

Financial Director Approval

☐ I approve this application for submission.*

Name:

Authorizing Official Approval

☐ I approve this application for submission.*

Name:

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564106

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F3

RESOLUTION AUTHORIZING A SHARED SERVICES AGREEMENT FOR PARTICIPATION IN AN AUTOMATED LICENSE PLATE RECOGNITION (ALRP) SYSTEM NETWORK FOR DATA SHARING WITH THE TOWNSHIP OF GLOUCESTER

WHEREAS, the County of Gloucester Prosecutor's Office currently has and maintains an Automated License Plate Recognition ("ALPR") system operated by the Federal Signal Back Office Software Solutions ("B.O.S.S."); and

WHEREAS, the Township Council of the Township of Gloucester currently has and maintains an ALPR system operated by the Federal Signal B.O.S.S., which stores "Hotlists" license plate reads and photos with the Department of Police; and

WHEREAS, N.J.S.A. 40:8A-1 et seq. authorizes the execution of a Shared Services Agreement; and

WHEREAS, the Gloucester County Prosecutor's Office is in agreement as to the sharing of data with the Township of Gloucester, through their Department of Police, via Virtual Private Network ("VPN"), and the Township of Gloucester, Department of Police has agreed to reciprocate the sharing of data with the Gloucester County Prosecutor's Office with no cost to either party; and

WHEREAS, the exchange of data between the Gloucester County Prosecutor's Office and the Gloucester Township Police Department would be mutually beneficial for intelligence gathering purposes.

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

1. That the County of Gloucester hereby approves and authorizes a Shared Services Agreement between the County and the Township of Gloucester for participation in the exchange of data server information between the Township of Gloucester Department of Police and the Gloucester County Prosecutor's Office.

2. That the Freeholder Director and Clerk of the Board are authorized to execute said Shared Services Agreement to effectuate the purposes set forth hereinabove.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, March 27, 2013, at Woodbury, New Jersey.

COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER,
FREEHOLDER DIRECTOR

ATTEST:

ROBERT N. DILELLA,
CLERK OF THE BOARD

F3

SHARED SERVICES AGREEMENT

THIS AGREEMENT, dated the ____ day of _____, 2013, by and between the parties,

TOWNSHIP OF GLOUCESTER, a body politic and corporate of the State of New Jersey, located at Chews Landing Road, P.O. Box 8, Blackwood, NJ 08012 (hereinafter "Township of Gloucester"),

AND

COUNTY OF GLOUCESTER, a body politic and corporate of the State of New Jersey with administrative offices located at 2 S. Broad Street, P.O. Box 337, Woodbury, NJ 08096 (hereinafter "County of Gloucester").

WITNESSETH

WHEREAS, the Township of Gloucester and the County of Gloucester (hereinafter "Parties") desire to enter into a Shared Services Agreement authorizing participation in the exchange of data between the Township of Gloucester, Department of Police and the County of Gloucester, Office of the County Prosecutor, as to respective Automated License Plate Recognition ("ALPR") System networks; and

WHEREAS, N.J.S.A. 40A:65-1 et seq. authorizes the execution of a Shared Services Agreement.

NOW, THEREFORE, the Parties desire to enter into a Agreement for the purpose of setting forth the nature of the services to be provided and the relationship in this context of the parties, consistent with the terms and provisions of N.J.S.A. 40A:65-1 et seq., which specifically authorizes local government units, including counties and municipalities, to enter into shared services agreements. Accordingly, the parties do hereby agree as follows:

FIRST: The Township of Gloucester, through the Department of Police, agrees to share data associated with the Township ALPR System with the County of Gloucester/County Prosecutor's Office, and the Gloucester County Prosecutor's Office agrees to share data associated with the ALPR System with the Township of Gloucester's Department of Police.

SECOND: This Shared Services Agreement for the exchange of information shall be at NO COST to either Party.

THIRD: It is mutually agreed that either Party shall have the right to terminate this Shared Services Agreement, with or without cause, by providing written notice of termination to the other 30 days prior to the intended termination date. It is further mutually agreed that failure by either Party to abide by the State of New Jersey Attorney General Guidelines shall be cause to terminate this Shared Services Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date indicated herein above.

ATTEST:

COUNTY OF GLOUCESTER

_____

ROBERT N. DiLELLA,
CLERK OF THE BOARD

_____

ROBERT M. DAMMINGER,
FREEHOLDER DIRECTOR

ATTEST:

TOWNSHIP OF GLOUCESTER

_____

ROSEMARY DIJOSIE,
TOWNSHIP CLERK

_____

DAVID R. MAYER,
MAYOR

F4

RESOLUTION ACCEPTING DONATION OF SYLVANIA 32 LC HDTV, SERIAL NUMBER DS5B1047191776 FROM TARGET CORPORATION TO THE COUNTY PROSECUTOR'S OFFICE

WHEREAS, the Gloucester County Prosecutor's Office serves as a countywide criminal investigative agency, along with conducting all criminal court activities for the County; and

WHEREAS, N.J.S.A. 40A:5-29 authorizes and empowers local units, such as counties, to accept bequests, legacies, and gifts; and, further empowers such local and county units to utilize such bequests, legacies and gifts in accordance with any terms and conditions set forth therein; and

WHEREAS, a Sylvania 32 LC HDTV, Serial Number DS5B1047191776 was recovered as a result of an investigation between Target Corporation and the Gloucester County Prosecutor's Office; and

WHEREAS, Target Corporation wishes to offer the Sylvania 32 LC HDTV, Serial Number DS5B1047191776 to the Gloucester County Prosecutor's Office for the use of any law enforcement purpose; and

WHEREAS, it is in the interest of the County to accept and receive the aforesaid Sylvania 32 LC HDTV, Serial Number DS5B1047191776 as a gift from Target Corporation for any law enforcement use by the Prosecutor's Office.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the County hereby accepts the gift of a Sylvania 32 LC HDTV, Serial Number DS5B1047191776 from Target Corporation for the sole and exclusive use of and by the Gloucester County Prosecutor's Office.

ADOPTED at a regular meeting of the Gloucester County Board of Chosen Freeholders held on Wednesday, March 27, 2013, Woodbury, New Jersey.

COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER,
FREEHOLDER DIRECTOR

ATTEST:

ROBERT N. DILELLA,
CLERK OF THE BOARD

F5

RESOLUTION TO PURCHASE ONE (1) 2013 FORD ESCAPE FOR THE GLOUCESTER COUNTY CLERK'S OFFICE, FOR A TOTAL CONTRACT AMOUNT OF $19,082.00, FROM HERTRICH FLEET SERVICES, INC.

WHEREAS, there is a need to purchase one (1) 2013 Ford Escape for use by the Gloucester County Clerk's Office; and

WHEREAS, the County of Gloucester, after due notice and advertisement, received sealed bids for the purchase of one (1) vehicle for use by the Gloucester County Clerk's Office; and

WHEREAS, after following proper public bidding procedure, it was determined that Hertrich Fleet Services, Inc., with an office located at 427 Bay Road, Milford, Delaware 19963 was the lowest responsive and responsible bidder to provide said vehicle, for a total contract amount of $19,082.00, as more specifically described in the bid specifications PD-013-007; and

WHEREAS, the Purchasing Agent of the County of Gloucester has certified the availability of funds pursuant in the amount of $19,082.00, pursuant to CAF #13-02321, which amount shall be charged against budget line item T-03-08-501-120-20610.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that the purchase of one (1) new vehicle (*i.e., 2013 or newer Ford Escape FWD, 4 door Base or equal*) for use by the Gloucester County Clerk's Office, is hereby authorized, and in accordance with and pursuant to the bid submitted by Hertrich Fleet Services, Inc., and the specifications promulgated by the County, the Freeholder Director and the Clerk of the Board be and are hereby authorized to execute any documents necessary for the aforementioned purpose on behalf of the County of Gloucester.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on March 27, 2013, at Woodbury, New Jersey.

COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

	PD 013-007			
	Bid Opening 2/15/2013 10:00am			
	SPECIFICATIONS FOR SUPPLYING ONE (1) 2013			
	OR NEWER FORD ESCAPE FWD 4 DOOR S OR			
	EQUAL TO THE COUNTY OF GLOUCESTER AND			
	EXISTING UNITS WITHIN THE COUNTY AS ALLOWED			
	THROUGH THE COUNTY CONTRACT PURCHASING			
	SYSTEM NUMBERS CK-01-GC & 16GLCP			
		VENDOR:	VENDOR:	
		Hertrich Fleet Services	Winner Ford	
		1427 Bay rd.	250 Haddonfield-Berlin Rd	
		Milford De.	Cherry Hill, NJ 08034	
ITEM	DESCRIPTION	Michael Wright	Michael Drahuschak	
		800 698-9825	856 427-2792	
		302 839-0555 Fax	856 428-4718 Fax	
		Per Unit	Per Unit	
1	2013 Ford Escape FWD 4 Door S	$19,082.00	$19,467.00	
	DELIVERY ARO	60 to 90 Days	Based on Production	
			schedule at time of	
			order.	
	Variations: (if any)	NONE	17" Sparkle Silver Alum.	
			wheels only avail. on SE	
		Must submit a copy of	17" Steel Wheel & Cover bid	
		Business Registration	Rear center armrest only avail.	
		Certificate Prior to	on SE	
		award of contract		
	Will you extend your prices to local government			
	entities within the County	YES	YES	
	Bid specifications sent to:	Vann Dodge Chrysler	Prime Vendor	
	Based upon the bids received, I recommend Hertrich Fleet Services be awarded the contract as the lowest responsive, responsible bidder.			
			Sincerely,	
			Robert J. McErlane	
			Purchasing	

F5

TO THE BOARD OF CHOSEN FREEHOLDERS
OF THE COUNTY OF GLOUCESTER

FREEHOLDERS:

THE UNDERSIGNED HEREBY DECLARES THAT HE/SHE HAS CAREFULLY EXAMINED THE SPECIFICATIONS AND PROPOSAL FORM FOR THE ABOVE VEHICLE, FOR WHICH BIDS WILL BE OPENED AND READ IN PUBLIC ON THE DATE ADVERTISED IN THE NEWSPAPER IN THE PURCHASING DEPARTMENT, 2ND FLOOR, COUNTY ADMINISTRATION BUILDING, 2 SOUTH BROAD STREET, WOODBURY, NJ 08096.

THE BIDDER FURTHER DECLARES THAT HE/SHE WILL CONTRACT WITH THE COUNTY OF GLOUCESTER TO FURNISH THE REQUIRED ITEM IN ACCORDANCE WITH THE PRESCRIBED SPECIFICATIONS AT THE PRICES OFFERED BELOW.

ITEM DESCRIPTION	QUANTITY	UNIT
1. 2013 FORD ESCAPE FWD 4 Door, S OR EQUAL	1	$ 19082.00
	TOTAL	$ 19082.00

BIDDERS MUST PROVIDE THE FOLLOWING INFORMATION:

DELIVERY DATE: 60 TO 90 DAYS ARO

VARIATIONS: (None)

F5

SIGNATURE PAGE

SIGNED: [signature]

NAME: Michael Wright
(PRINTED OR TYPED)

TITLE: Govt Sales Mgr

DATE: 2/15/13

COMPANY: Hertrich Fleet Services Inc.

ADDRESS: 1427 Bay Rd
Milford De 19963

TELE #: 800-698-7825

FAX #: 302-839-0555

F5

SIGNATURE PAGE

SIGNED: _____

NAME: Michael Drahushak
(PRINTED OR TYPED)

TITLE: Acct Mgr

DATE: 2/8/13

COMPANY: Winner Ford

ADDRESS: 250 Berlin Rd
Cherry Hill NJ 08034

TELE #: (856) 427-2792

FAX #: (856) 428-4718

TO THE BOARD OF CHOSEN FREEHOLDERS
OF THE COUNTY OF GLOUCESTER

FREEHOLDERS:

THE UNDERSIGNED HEREBY DECLARES THAT HE/SHE HAS CAREFULLY EXAMINED THE SPECIFICATIONS AND PROPOSAL FORM FOR THE ABOVE VEHICLE, FOR WHICH BIDS WILL BE OPENED AND READ IN PUBLIC ON THE DATE ADVERTISED IN THE NEWSPAPER IN THE PURCHASING DEPARTMENT, 2ND FLOOR, COUNTY ADMINISTRATION BUILDING, 2 SOUTH BROAD STREET, WOODBURY, NJ 08096.

THE BIDDER FURTHER DECLARES THAT HE/SHE WILL CONTRACT WITH THE COUNTY OF GLOUCESTER TO FURNISH THE REQUIRED ITEM IN ACCORDANCE WITH THE PRESCRIBED SPECIFICATIONS AT THE PRICES OFFERED BELOW.

ITEM DESCRIPTION	QUANTITY	UNIT
1. 2013 FORD ESCAPE FWD 4 Door, S OR EQUAL	1	$ 19,467
	TOTAL	$ 19,467

BIDDERS MUST PROVIDE THE FOLLOWING INFORMATION:

DELIVERY DATE: _____ DAYS ARO BASED ON PRODUCTION SCHEDULE AT TIME OF ORDER
CUTOFF DATE 4/12/13

VARIATIONS:
- 17" SPARKLE SILVER ALUMINUM WHEELS ONLY AVAIL. ON SE.
17" STEEL WHEEL + COVER BID
- REAR CENTER ARMREST ONLY AVAILABLE ON SE.

F5

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

Certificate of Availability of Funds

TREASURER'S NO. 13-02321 DATE 3/14/13

BUDGET NUMBER - CURRENT YR 2013 B _____ DEPARTMENT County Clerk

AMOUNT OF CERTIFICATION 19,082.00 COUNTY COUNSEL _____

DESCRIPTION: 2013 Ford Escape FWD 4 Door S

VENDOR: Hertrich Fleet Services

ADDRESS: 1427 Bay Rd.

Milford, DE 19963

DEPARTMENT HEAD APPROVAL

APPROVED ☐ PURCHASING AGENT

☐ RETURNED TO DEPARTMENT NOT APPROVED

DATE PROCESSED 3-14-13

March 27, 2013 Freeholder Meeting

G1

RESOLUTION TO ACQUIRE A DEVELOPMENT EASEMENT ON THE FARM PROPERTY OF NORMAN E. STILES AND DEBORAH L. MCGEE, LOCATED IN THE TOWNSHIP OF FRANKLIN, KNOWN AS BLOCK 6401, LOT 44, CONSISTING OF APPROXIMATELY 25.180 ACRES, FOR THE AMOUNT OF $125,900.00

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

WHEREAS, Norman E. Stiles and Deborah L. McGee, as joint tenants, having presented themselves as the owners of the land and premises located in the Township of Franklin (hereinafter the "Township"), and known as Block 6401, Lot 44, on the Official Tax Map of the Township (hereinafter the "Property"), which consists of 25.180 acres, has made application seeking to have the County purchase development easements in the Property; and

WHEREAS, Norman E. Stiles and Deborah L. McGee, the owners of the Property, have indicated a willingness to execute a conditional Agreement of Sale to grant to the County such development easements, and to otherwise fully comply with the provisions of the Act and the Regulations which govern such easements; and

WHEREAS, such development easements will ensure that the Property remains permanently preserved, and restricted to agriculture use only, which has been determined to be for the public good; and

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

WHEREAS, the County will be providing funds for the purchase of the said development easement in the amount of $105,756.00, and the Township will be providing funds for the purchase of the said easements in the amount of $20,144.00, for a total purchase price of $125,900.00; and

WHEREAS, the State Agriculture Development Committee (hereinafter "SADC") will be reimbursing the County, as it relates to the purchase of said easements, the sum of $85,612.00; and

WHEREAS, a Certificate of Availability of Funds has been issued by the County certifying that sufficient funds for this purchase have been appropriated, as follows:

WHEREAS, the Purchasing Agent of the County of Gloucester has certified the availability of funds in the amount of $105,756.00, pursuant to CAF# 13-02359 which amount shall be charged against budget line item T-03-08-509-372-20548.

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

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

1. The conditional Agreement of Sale attached hereto, and made a part hereof, between the County, **and Norman E. Stiles and Deborah L. McGee** in regard to the purchase of development easements in the premises known as Block 6401, Lot 44, in the Township of Franklin, County of Gloucester, State of New Jersey, be, and the same hereby is, approved; and the execution of same by the Freeholder Director or his designee, and the Clerk of the Board, is authorized and directed.

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

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

ADOPTED at the regular meeting of the Gloucester County Board of Chosen Freeholders held on March 27, 2013, at Woodbury, New Jersey.

COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

G1

CONTRACT TO SELL DEVELOPMENT EASEMENT

****

NORMAN E. STILES AND DEBORAH L. MCGEE

TO

THE COUNTY OF GLOUCESTER

****

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CONTRACT TO SELL DEVELOPMENT EASEMENTS

Transaction Summary

SELLER: **NORMAN E. STILES AND DEBORAH L. MCGEE**, having an address of 2581 Dutch Mill Rd., Newfield, NJ, 08344 **(hereinafter referred to as the "Seller")**

BUYER: **THE COUNTY OF GLOUCESTER**, with administrative offices at 2 South Broad Street, Woodbury, New Jersey 08096 **(hereinafter "Buyer")**

PROPERTY: **Lot 44, Block 6401, in the Township of Franklin, County of Gloucester, and State of New Jersey (hereinafter collectively the "Property")**

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

PRICE PER ACRE: **$ 5,000.00** **ASSUMED ACREAGE: Approximately 25.180 acres**

ESTIMATED GROSS SALES PRICE: **$125,900.00**

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

OF EXCEPTION AREAS: **NONE**

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

WITNESSETH:

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

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

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

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

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

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

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

WHEREAS, Seller and Buyer wish to permanently preserve and restrict the Property to agricultural use for and in consideration of payment to be made by the Buyer in accordance with the terms and conditions stated in this agreement, each

agreeing that said permanent preservation shall occur and be effective upon Seller's execution of a deed of easement conveying the nonagricultural development rights and credits to the Property and a development easement to the Buyer;

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

1.0. Definitions.

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

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

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

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

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

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

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

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

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

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

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

"IRS" means the Internal Revenue Service.

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

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

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

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

2.1 FORM OF DEED. Attachment A hereto is the Deed of Easement form currently required to be used by the SADC. Seller agrees to sign a Deed of Easement containing the terms, conditions and restrictions which are contained in Attachment A, or such other modified Deed of Easement form that may be required by a provider of Non-County Funds which (a) has committed to provide all or a

portion of monies to be paid to Seller hereunder or (b) is a potential source of reimbursement of funds expended by Buyer to make this purchase. Seller shall not be required to sign an easement document which contains restrictions on use of the Property that are materially and substantially more burdensome than those contained in Attachment A.

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

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

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

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

2.4. LIKE KIND EXCHANGE. Seller may elect to accomplish this sale as part of a like-kind exchange transaction. Seller shall be solely responsible for selecting the exchange property and negotiating its purchase as well as for the preparation of all documents, forms and filings with respect to accomplishing such a transaction. Such an election shall not relieve or modify Seller's responsibility to perform pursuant to this agreement. The foregoing notwithstanding, nothing shall obligate Buyer to participate in a proposed like-kind exchange if any of the Buyer's advisors (attorneys, bond counsel, auditors or

accountants) counsel against Buyer's participation.

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

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

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

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

2.7.2. NO RELIANCE ON BUYER. Seller shall not be entitled to rely on the opinions of Buyer, its staff, agents or employees or Buyer's advisors -- including Buyer's tax, legal and financial consultants -- with respect to any potential benefits that Seller might realize as a result of this transaction or as a result of Buyer's payment of the purchase price (or any part thereof) on an installment basis. Seller hereby acknowledges and agrees that Seller and Seller's successors, administrators, personal and

legal representatives and assigns shall have no claim against the Buyer, its officers, agents, servants and contractors for any damages or otherwise in the event that the tax consequences of this transaction are not as Seller expects.

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

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

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

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

commenced.

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

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

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

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

a. Seller has no knowledge that the Property was ever used for the manufacture, refining, transportation, treatment, storage, handling or disposing of hazardous substances or toxic wastes of any nature other than in connection with use that was in accordance with commonly accepted agricultural practices.

b. Seller has not placed any hazardous waste or hazardous substances on or under the Property, except in accordance with commonly accepted agricultural practices.

c. Seller has no knowledge that hazardous substances were ever spilled on or buried in the Property.

d. To Seller's knowledge there is neither an operating nor a closed landfill on the Property.

e. To Seller's knowledge there are no hazardous waste or hazardous substances on or under the Property other than that used in connection with agricultural use of the Property in accordance with commonly accepted agricultural practices.

f. Only those tanks described on Attachment C hereto are located on the Property.

g. To the best of Seller's knowledge, none of the tanks containing fuel or hazardous substance on the Property are leaking and all comply with current governmental regulations pertaining thereto.

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

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

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

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

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

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

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

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

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

a. The acreage which will be restricted by the Deed of Easement shall not include acreage for (i) rights-of-way (or provision for constructing, widening or improving rights-of-way) along any Federal, State, County or Municipal roads which abut the Property;

(ii) facilities for the drainage of storm, ground or surface waters or improvements thereto required for the safety of the roads which abut the Property, as determined by the Buyer; (iii) improvements to road intersections which Buyer, the State or Municipality has identified as necessary and (iv) potential improvements to bridges or dams which abut the Property.

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

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

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

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

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

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

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

4.1. EVIDENCE OF SELLER'S TITLE. Seller shall use its best efforts to provide Buyer with copies of any documents which evidence or confirm Seller's title to the Property which include, but are not limited to, copies of "marked up" title commitments and policies of title insurance. Said documents shall be

provided within ten (10) days of the Effective Date of this agreement.

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

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

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

4.5. SELLER'S PERFORMANCE REQUIRED NOTWITHSTANDING TITLE DISPUTE. Seller shall not be relieved from performance notwithstanding Seller's dispute with the determination of Buyer's title company and/or surveyor about the size of the Property owned by Seller. Buyer may elect, but is not required, to (a) extend the time for closing if Seller desires to establish Seller's good title to such portion of the Property deemed not insurable by the Buyer's title company or (b) complete the purchase for that portion of the Property that has been determined by Buyer's title company to be insurable at regular rates.

5.0. SURVEY OF PROPERTY. Seller agrees that as a condition to making this purchase, Buyer shall be entitled to obtain a survey of the Property by the surveyor of Buyer's choice, and at Buyer's expense. Seller agrees to cooperate with the surveyor in all respects. Execution of this agreement shall constitute Seller's authorization to Buyer's surveyors to enter upon the Property as

necessary to complete the survey. Seller shall not be relieved from performance notwithstanding Seller's dispute with the determination of Buyer's surveyor about the boundaries of the Property. Seller shall be responsible for providing Buyer with a copy of any survey of the Property in Seller's possession within ten (10) days of the Effective Date.

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

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

7.1. CONDITION OF THE PROPERTY. Seller hereby represents, warrants and certifies to Buyer that the Property is substantially and materially in the condition it was when Seller applied to the Program, and that Seller knows of no existing circumstance or condition which may impair agricultural use of the Property following closing.

8.0. INDEMNIFICATION OF BUYER FOR HAZARDOUS CONDITION OF THE PROPERTY. Seller hereby indemnifies and holds Buyer harmless from and against any and all claims which may be made by any parties that are involved in this transaction, judgments awarded, penalties assessed or orders entered, which now exist or which may subsequently exist of or pertaining to the discharge of hazardous substances from or onto the Property which discharges were determined to have occurred during Seller's period of ownership. Buyer's acceptance of a Deed of Easement from Seller conveying to Buyer the Nonagricultural Development Rights and

Credits and an easement to the Property and Buyer's payment to Seller therefor shall not constitute nor be deemed to be an assumption of liability for any hazardous substances on or discharges from the Property, regardless of whether said discharge occurred or occurs prior or subsequent to closing.

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

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

9.0 REDUCTION OF PROPERTY'S VALUE. Seller acknowledges Seller's understanding that execution of the Deed of Easement and conveyance of the Property's nonagricultural Development Rights and Credits and an easement to Buyer may reduce the value of the Property. Seller agrees that acceptance of Buyer's payment to it, computed in accordance with paragraphs 3 and 3.1, shall constitute full and complete consideration for Seller's execution of the Deed of Easement. Seller acknowledges and agrees that Seller shall have no further claim for compensation for any loss in value of the Property that may occur subsequent to closing which may be attributable to this sale.

10.0. USE OF PROPERTY AFTER SALE. Neither Buyer nor Seller makes any warranty to the other that economic market conditions will continue to make agricultural use of the Property a viable or profitable choice. Seller understands, acknowledges and agrees that Seller's sale of the Property's Nonagricultural Development Rights and Credits and an easement to Buyer shall permanently and forever restrict the Property to agricultural use regardless of whether Seller or any other person is subsequently able to make profitable use of the Property so restricted and that Seller

shall have no claim for additional compensation from Buyer notwithstanding any inability to put or retain the Property for agricultural use.

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

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

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

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

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

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

(e) Seller commences a nonagricultural use on the

Property.

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

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

a. sue for specific performance;

b. cancel the agreement;

c. require the Seller to pay Buyer all of the Application Processing Costs it has incurred after the date of this Agreement;

d. require that Seller restore the Property to the condition it was in prior to the time that nonagricultural use activity commenced subsequent to the submissions of the Seller's application;

e. reduce the amount payable pursuant to paragraph 3.0 by four times the easement value for each day and for each acre or part of any acre that soil or other earthen material is removed from the Property in violation of paragraph 2.11; and

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

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

14. ASSIGNMENT OF AGREEMENT/TRANSFER OF PROPERTY. Seller may not sell, transfer or convey the Property, in whole or in part, to any person unless the purchaser, transferee or assignee agrees to comply with and perform in accordance with the terms of this

agreement. Seller shall be responsible for providing a writing acceptable to Buyer in which Seller's transferee or assignee agrees to comply with and be bound by the terms of this agreement. Seller may not assign this agreement without the approval of the Buyer, which approval shall not be unreasonably withheld.

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

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

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

18. TIME FOR CLOSING. Buyer shall notify Seller when all preconditions to consummation of this sale have been satisfied, and Buyer is ready to schedule closing. Buyer and Seller shall establish a date for closing which is acceptable to both parties.

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

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

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

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

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

23. GOVERNING LAW. This agreement shall be governed by and construed in accordance with New Jersey law, and shall be subject to the requirements of all applicable laws and regulations adopted by State or Federal Non-County Funding Sources. If any provision of this agreement shall be or become invalid under any law, such invalidity shall not affect the validity or enforceability of any other provision hereof.

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

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

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

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

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

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

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

SELLER:

NORMAN E. STILES

BY: _____
NORMAN E. STILES

_____
Social Security Number

BY: _____
DEBORAH L. MCGEE

_____
Social Security Number

BUYER:

COUNTY OF GLOUCESTER

BY: _____
ROBERT M. DAMMINGER,
FREEHOLDER DIRECTOR

ACKNOWLEDGMENT

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

I certify to the following:

On _____, 2013, **NORMAN E. STILES & DEBORAH L. MCGEE,** personally came before me, and acknowledged under oath, to my satisfaction, that:

(a) He/She is named in, and personally signed the foregoing agreement: and

(b) He/She signed and delivered this agreement as a voluntary act and deed for the uses and purposes therein expressed; and,

(c) He/She is duly authorized to sign this agreement, and to have delivered this agreement.

_____
Notary

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

ATTACHMENT C - FUEL TANK DISCLOSURE

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

Tank No. 1:

Location:

Contents:

Purpose (use):

Age (in years):

Tank No. 2:

Location:

Contents:

Purpose (use):

Age (in years):

Tank No. 3:

Location:

Contents:

Purpose (use):

Age (in years):

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

All property owners must sign:

BY: _____ _____

NORMAN E. STILES Date

BY: _____

DEBORAH L. MCGEE _____

Date

G1

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

Certificate of Availability of Funds

TREASURER'S NO. 13 - 02359 DATE March 13, 2013

BUDGET NUMBER - CURRENT YR T-03-08-509-372-20548 B _____ DEPARTMENT Ladn Preservation

AMOUNT OF CERTIFICATION $105,756.00 COUNTY COUNSEL Emmett Primas, Jr.

DESCRIPTION: Resolution authorizing acquisition of a development easement, and the signing of an Agreement of Sale and other documents necessary for closing regarding such easement, on the farm property of Norman E. Stiles and Deborah L. McGee located in the Township of Franklin known as Block 6401, Lot 44 consisting of approximately 25.180 acres for the amount of $125,900.00 based on the certified value of $5,000.00 per acre. (This is a cost share project with Franklin Township providing $20,144.00 and the County providing $105,756.00).

VENDOR: West Jersey Title Agency

ADDRESS: 15 South Main Street

Woodstown, NJ 08098

DEPARTMENT HEAD APPROVAL

APPROVED PURCHASING AGENT

☐ RETURNED TO DEPARTMENT NOT APPROVED

DATE PROCESSED 3-18-13

March 27, 2013 Freeholder Meeting

G2

RESOLUTION TO ACQUIRE A DEVELOPMENT EASEMENT ON THE FARM PROPERTY OF DANIEL LENZI, SR. AND IRENE L. LENZI, LOCATED IN THE TOWNSHIP OF FRANKLIN, KNOWN AS BLOCK 6601, LOT 20, CONSISTING OF APPROXIMATELY 38.315 ACRES, FOR THE AMOUNT OF $103,412.19

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

WHEREAS, Daniel Lenzi, Sr. and Irene L. Lenzi, as joint tenants, having presented themselves as the owners of the land and premises located in the Township of Franklin (hereinafter the "Township"), and known as Block 6601, Lot 20, on the Official Tax Map of the Township (hereinafter the "Property"), which consists of 38.315 acres, has made application seeking to have the County purchase development easements in the Property; and

WHEREAS, Daniel Lenzi, Sr. and Irene L. Lenzi, the owners of the Property, have indicated a willingness to execute a conditional Agreement of Sale to grant to the County such development easements, and to otherwise fully comply with the provisions of the Act and the Regulations which govern such easements; and

WHEREAS, such development easements will ensure that the Property remains permanently preserved, and restricted to agriculture use only, which has been determined to be for the public good; and

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

WHEREAS, the County will be providing funds for the purchase of the said development easement in the amount of $89,816.11, and the Township will be providing funds for the purchase of the said easements in the amount of $13,596.08, for a total purchase price of $103,412.19; and

WHEREAS, the State Agriculture Development Committee (hereinafter "SADC") will be reimbursing the County, as it relates to the purchase of said easements, the sum of $76,220.03; and

WHEREAS, a Certificate of Availability of Funds has been issued by the County certifying that sufficient funds for this purchase have been appropriated, as follows:

WHEREAS, the Purchasing Agent of the County of Gloucester has certified the availability of funds in the amount of $89,816.11, pursuant to CAF# 13-02360 which amount shall be charged against budget line item T-03-08-509-372-20548.

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

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

1. The conditional Agreement of Sale attached hereto, and made a part hereof, between the County, and Daniel Lenzi, Sr. and Irene L. Lenzi, in regard to the purchase of development easements in the premises known as Block 6601, Lot 20, in the Township of Franklin, County of Gloucester, State of New Jersey, be, and the same hereby is, approved; and the execution of same by the Freeholder Director or his designee, and the Clerk of the Board, is authorized and directed.

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

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

ADOPTED at the regular meeting of the Gloucester County Board of Chosen Freeholders held on March 27, 2013, at Woodbury, New Jersey.

COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

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CONTRACT TO SELL DEVELOPMENT EASEMENT

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DANIEL LENZI, SR. AND IRENE L. LENZI

TO

THE COUNTY OF GLOUCESTER

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CONTRACT TO SELL DEVELOPMENT EASEMENTS

Transaction Summary

SELLER: **DANIEL LENZI, SR. AND IRENE L. LENZI**, having an address of 1016 Piney Hollow Rd., Newfield, NJ, 08344 **(hereinafter referred to as the "Seller")**

BUYER: **THE COUNTY OF GLOUCESTER**, with administrative offices at 2 South Broad Street, Woodbury, New Jersey 08096 **(hereinafter "Buyer")**

PROPERTY: **Lot 20, Block 6601, in the Township of Franklin, County of Gloucester, and State of New Jersey (hereinafter collectively the "Property")**

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

PRICE PER ACRE: **$ 2,699.00** **ASSUMED ACREAGE: Approximately 38.315 acres**

ESTIMATED GROSS SALES PRICE: **$103,412.19**

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

OF EXCEPTION AREAS: **NONE**

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

WITNESSETH:

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

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

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

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

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

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

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

WHEREAS, Seller and Buyer wish to permanently preserve and restrict the Property to agricultural use for and in consideration of payment to be made by the Buyer in accordance with the terms and conditions stated in this agreement, each

agreeing that said permanent preservation shall occur and be effective upon Seller's execution of a deed of easement conveying the nonagricultural development rights and credits to the Property and a development easement to the Buyer;

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

1.0. Definitions.

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

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

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

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

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

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

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

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

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

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

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

"IRS" means the Internal Revenue Service.

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

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

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

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

2.1 FORM OF DEED. Attachment A hereto is the Deed of Easement form currently required to be used by the SADC. Seller agrees to sign a Deed of Easement containing the terms, conditions and restrictions which are contained in Attachment A, or such other modified Deed of Easement form that may be required by a provider of Non-County Funds which (a) has committed to provide all or a

portion of monies to be paid to Seller hereunder or (b) is a potential source of reimbursement of funds expended by Buyer to make this purchase. Seller shall not be required to sign an easement document which contains restrictions on use of the Property that are materially and substantially more burdensome than those contained in Attachment A.

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

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

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

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

2.4. LIKE KIND EXCHANGE. Seller may elect to accomplish this sale as part of a like-kind exchange transaction. Seller shall be solely responsible for selecting the exchange property and negotiating its purchase as well as for the preparation of all documents, forms and filings with respect to accomplishing such a transaction. Such an election shall not relieve or modify Seller's responsibility to perform pursuant to this agreement. The foregoing notwithstanding, nothing shall obligate Buyer to participate in a proposed like-kind exchange if any of the Buyer's advisors (attorneys, bond counsel, auditors or

accountants) counsel against Buyer's participation.

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

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

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

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

2.7.2. NO RELIANCE ON BUYER. Seller shall not be entitled to rely on the opinions of Buyer, its staff, agents or employees or Buyer's advisors -- including Buyer's tax, legal and financial consultants -- with respect to any potential benefits that Seller might realize as a result of this transaction or as a result of Buyer's payment of the purchase price (or any part thereof) on an installment basis. Seller hereby acknowledges and agrees that Seller and Seller's successors, administrators, personal and

legal representatives and assigns shall have no claim against the Buyer, its officers, agents, servants and contractors for any damages or otherwise in the event that the tax consequences of this transaction are not as Seller expects.

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

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

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

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

commenced.

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

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

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

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

a. Seller has no knowledge that the Property was ever used for the manufacture, refining, transportation, treatment, storage, handling or disposing of hazardous substances or toxic wastes of any nature other than in connection with use that was in accordance with commonly accepted agricultural practices.

b. Seller has not placed any hazardous waste or hazardous substances on or under the Property, except in accordance with commonly accepted agricultural practices.

c. Seller has no knowledge that hazardous substances were ever spilled on or buried in the Property.

d. To Seller's knowledge there is neither an operating nor a closed landfill on the Property.

e. To Seller's knowledge there are no hazardous waste or hazardous substances on or under the Property other than that used in connection with agricultural use of the Property in accordance with commonly accepted agricultural practices.

f. Only those tanks described on Attachment C hereto are located on the Property.

g. To the best of Seller's knowledge, none of the tanks containing fuel or hazardous substance on the Property are leaking and all comply with current governmental regulations pertaining thereto.

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

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

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

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

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

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

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

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

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

a. The acreage which will be restricted by the Deed of Easement shall not include acreage for (i) rights-of-way (or provision for constructing, widening or improving rights-of-way) along any Federal, State, County or Municipal roads which abut the Property;

(ii) facilities for the drainage of storm, ground or surface waters or improvements thereto required for the safety of the roads which abut the Property, as determined by the Buyer; (iii) improvements to road intersections which Buyer, the State or Municipality has identified as necessary and (iv) potential improvements to bridges or dams which abut the Property.

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

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

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

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

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

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

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

4.1. EVIDENCE OF SELLER'S TITLE. Seller shall use its best efforts to provide Buyer with copies of any documents which evidence or confirm Seller's title to the Property which include, but are not limited to, copies of "marked up" title commitments and policies of title insurance. Said documents shall be

provided within ten (10) days of the Effective Date of this agreement.

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

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

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

4.5. SELLER'S PERFORMANCE REQUIRED NOTWITHSTANDING TITLE DISPUTE. Seller shall not be relieved from performance notwithstanding Seller's dispute with the determination of Buyer's title company and/or surveyor about the size of the Property owned by Seller. Buyer may elect, but is not required, to (a) extend the time for closing if Seller desires to establish Seller's good title to such portion of the Property deemed not insurable by the Buyer's title company or (b) complete the purchase for that portion of the Property that has been determined by Buyer's title company to be insurable at regular rates.

5.0. SURVEY OF PROPERTY. Seller agrees that as a condition to making this purchase, Buyer shall be entitled to obtain a survey of the Property by the surveyor of Buyer's choice, and at Buyer's expense. Seller agrees to cooperate with the surveyor in all respects. Execution of this agreement shall constitute Seller's authorization to Buyer's surveyors to enter upon the Property as

necessary to complete the survey. Seller shall not be relieved from performance notwithstanding Seller's dispute with the determination of Buyer's surveyor about the boundaries of the Property. Seller shall be responsible for providing Buyer with a copy of any survey of the Property in Seller's possession within ten (10) days of the Effective Date.

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

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

7.1. CONDITION OF THE PROPERTY. Seller hereby represents, warrants and certifies to Buyer that the Property is substantially and materially in the condition it was when Seller applied to the Program, and that Seller knows of no existing circumstance or condition which may impair agricultural use of the Property following closing.

8.0. INDEMNIFICATION OF BUYER FOR HAZARDOUS CONDITION OF THE PROPERTY. Seller hereby indemnifies and holds Buyer harmless from and against any and all claims which may be made by any parties that are involved in this transaction, judgments awarded, penalties assessed or orders entered, which now exist or which may subsequently exist of or pertaining to the discharge of hazardous substances from or onto the Property which discharges were determined to have occurred during Seller's period of ownership. Buyer's acceptance of a Deed of Easement from Seller conveying to Buyer the Nonagricultural Development Rights and

Credits and an easement to the Property and Buyer's payment to Seller therefor shall not constitute nor be deemed to be an assumption of liability for any hazardous substances on or discharges from the Property, regardless of whether said discharge occurred or occurs prior or subsequent to closing.

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

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

9.0 REDUCTION OF PROPERTY'S VALUE. Seller acknowledges Seller's understanding that execution of the Deed of Easement and conveyance of the Property's nonagricultural Development Rights and Credits and an easement to Buyer may reduce the value of the Property. Seller agrees that acceptance of Buyer's payment to it, computed in accordance with paragraphs 3 and 3.1, shall constitute full and complete consideration for Seller's execution of the Deed of Easement. Seller acknowledges and agrees that Seller shall have no further claim for compensation for any loss in value of the Property that may occur subsequent to closing which may be attributable to this sale.

10.0. USE OF PROPERTY AFTER SALE. Neither Buyer nor Seller makes any warranty to the other that economic market conditions will continue to make agricultural use of the Property a viable or profitable choice. Seller understands, acknowledges and agrees that Seller's sale of the Property's Nonagricultural Development Rights and Credits and an easement to Buyer shall permanently and forever restrict the Property to agricultural use regardless of whether Seller or any other person is subsequently able to make profitable use of the Property so restricted and that Seller

shall have no claim for additional compensation from Buyer notwithstanding any inability to put or retain the Property for agricultural use.

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

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

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

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

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

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

(e) Seller commences a nonagricultural use on the

Property.

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

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

a. sue for specific performance;

b. cancel the agreement;

c. require the Seller to pay Buyer all of the Application Processing Costs it has incurred after the date of this Agreement;

d. require that Seller restore the Property to the condition it was in prior to the time that nonagricultural use activity commenced subsequent to the submissions of the Seller's application;

e. reduce the amount payable pursuant to paragraph 3.0 by four times the easement value for each day and for each acre or part of any acre that soil or other earthen material is removed from the Property in violation of paragraph 2.11; and

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

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

14. ASSIGNMENT OF AGREEMENT/TRANSFER OF PROPERTY. Seller may not sell, transfer or convey the Property, in whole or in part, to any person unless the purchaser, transferee or assignee agrees to comply with and perform in accordance with the terms of this

agreement. Seller shall be responsible for providing a writing acceptable to Buyer in which Seller's transferee or assignee agrees to comply with and be bound by the terms of this agreement. Seller may not assign this agreement without the approval of the Buyer, which approval shall not be unreasonably withheld.

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

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

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

18. TIME FOR CLOSING. Buyer shall notify Seller when all preconditions to consummation of this sale have been satisfied, and Buyer is ready to schedule closing. Buyer and Seller shall establish a date for closing which is acceptable to both parties.

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

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

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

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

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

23. GOVERNING LAW. This agreement shall be governed by and construed in accordance with New Jersey law, and shall be subject to the requirements of all applicable laws and regulations adopted by State or Federal Non-County Funding Sources. If any provision of this agreement shall be or become invalid under any law, such invalidity shall not affect the validity or enforceability of any other provision hereof.

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

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

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

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

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

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

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

SELLER:

DANIEL LENZI, SR.

BY: _____
DANIEL LENZI, SR.

_____
Social Security Number

BY: _____
IRENE L. LENZI

_____
Social Security Number

BUYER:

COUNTY OF GLOUCESTER

BY: _____
ROBERT M. DAMMINGER,
FREEHOLDER DIRECTOR

ACKNOWLEDGMENT

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

I certify to the following:

On _____, 2013, **DANIEL LENZI, SR. & IRENE L. LENZI,** personally came before me, and acknowledged under oath, to my satisfaction, that:

(a) He/She is named in, and personally signed the foregoing agreement: and

(b) He/She signed and delivered this agreement as a voluntary act and deed for the uses and purposes therein expressed; and,

(c) He/She is duly authorized to sign this agreement, and to have delivered this agreement.

_____
Notary

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

ATTACHMENT C - FUEL TANK DISCLOSURE

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

Tank No. 1:

Location:

Contents:

Purpose (use):

Age (in years):

Tank No. 2:

Location:

Contents:

Purpose (use):

Age (in years):

Tank No. 3:

Location:

Contents:

Purpose (use):

Age (in years):

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

All property owners must sign:

BY: _____ _____
DANIEL LENZI, SR. Date

BY: _____
IRENE L. LENZI _____
Date

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

Certificate of Availability of Funds

TREASURER'S NO. 13-02360 DATE March 13, 2013

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

AMOUNT OF CERTIFICATION $89,816.11 COUNTY COUNSEL Emmett Primas, Jr.

DESCRIPTION: Resolution authorizing acquisition of a Development Easement and the signing of an Agreement of Sale and other documents necessary for closing regarding such easement on the farm property of Daniel Lenzi, Sr. and Irene L. Lenzi located in the Township of Franklin known as Block 6601, Lot 20 consisting of approximately 38.315 acres for the amount of $103,412.19 based on the certified value of $2,699.00 per acre. (This is a cost share project with Franklin Township providing $13,596.08 and the County profiding $89,816.11).

VENDOR: ~~West Jerxey Title Agency~~

ADDRESS: 15 South Main Street

Woodstown, NJ 08098

DEPARTMENT HEAD APPROVAL

APPROVED ☐ PURCHASING AGENT

☐ RETURNED TO DEPARTMENT NOT APPROVED

DATE PROCESSED 3-18-13

March 27, 2013 Freeholder Meeting

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RESOLUTION TO ACQUIRE A DEVELOPMENT EASEMENT ON THE FARM PROPERTY OF ANDREW BELLONE JR. AND THOMAS L. BELLONE, LOCATED IN THE TOWNSHIP OF FRANKLIN, KNOWN AS BLOCK 6002, LOT 67 AND LOT 73, CONSISTING OF APPROXIMATELY 50.382 ACRES, FOR THE AMOUNT OF $244,352.70

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

WHEREAS, Andrew Bellone Jr. and Thomas L. Bellone, as tenants in common, having presented themselves as the owners of the land and premises located in the Township of Franklin (hereinafter the "Township"), and known as Block 6002, Lot 67 and Lot 73, on the Official Tax Map of the Township (hereinafter the "Property"), which consists of 50.382 acres, have made application seeking to have the County purchase a development easement and have indicated a willingness to execute a conditional Agreement of Sale to grant to the County such a development easement, and to otherwise fully comply with the provisions of the Act and the Regulations which govern such easements; and

WHEREAS, such development easements will ensure that the Property remains permanently preserved, and restricted to agriculture use only, which has been determined to be for the public good; and

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

WHEREAS, the County will be providing funds for the purchase of the said development easement in the amount of $205,558.56, and the Township will be providing funds for the purchase of the said easements in the amount of $38,794.14, for a total purchase price of $244,352.70; and

WHEREAS, the State Agriculture Development Committee (hereinafter "SADC") will be reimbursing the County, as it relates to the purchase of said easements, the sum of $166,764.42; and

WHEREAS, a Certificate of Availability of Funds has been issued by the County certifying that sufficient funds for this purchase have been appropriated, as follows:

WHEREAS, the Purchasing Agent of the County of Gloucester has certified the availability of funds in the amount of $205,558.56, pursuant to CAF# 13-02361 which amount shall be charged against budget line item T-03-08-509-372-20548.

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

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

1. The conditional Agreement of Sale attached hereto, and made a part hereof, between the County and Andrew Bellone Jr. and Thomas L. Bellone for the purchase of a development easement in the premises known as Block 6002, Lot 67 and Lot 73, in the Township of Franklin, County of Gloucester, State of New Jersey, be, and the same hereby is, approved; and the execution of same by the Freeholder Director or his designee, and the Clerk of the Board, is authorized and directed.

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

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

ADOPTED at the regular meeting of the Gloucester County Board of Chosen Freeholders held on March 27, 2013, at Woodbury, New Jersey.

COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

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CONTRACT TO SELL DEVELOPMENT EASEMENT

****

ANDREW BELLONE JR.AND THOMAS L. BELLONE

TO

THE COUNTY OF GLOUCESTER

****

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CONTRACT TO SELL DEVELOPMENT EASEMENTS

Transaction Summary

SELLER: **ANDREW BELLONE JR.AND THOMAS L. BELLONE,** having an address of 491 Harding Highway, Vineland, NJ, 08360, **(hereinafter referred to as the "Seller")**

BUYER: **THE COUNTY OF GLOUCESTER**, with administrative offices at 2 South Broad Street, Woodbury, New Jersey 08096 **(hereinafter "Buyer")**

PROPERTY: **Lot 67 and Lot 73, Block 6002, in the Township of Franklin, County of Gloucester, and State of New Jersey (hereinafter collectively the "Property")**

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

PRICE PER ACRE: **$ 4,850.00** **ASSUMED ACREAGE: Approximately 50.382 acres**

ESTIMATED GROSS SALES PRICE: **$244,352.70**

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

OF EXCEPTION AREAS: **NONE**

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

WITNESSETH:

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

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

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

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

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

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

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

WHEREAS, Seller and Buyer wish to permanently preserve and restrict the Property to agricultural use for and in consideration of payment to be made by the Buyer in accordance with the terms and conditions stated in this agreement, each

agreeing that said permanent preservation shall occur and be effective upon Seller's execution of a deed of easement conveying the nonagricultural development rights and credits to the Property and a development easement to the Buyer;

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

1.0. Definitions.

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

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

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

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

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

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

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

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

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

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

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

"IRS" means the Internal Revenue Service.

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

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

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

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

2.1 FORM OF DEED. Attachment A hereto is the Deed of Easement form currently required to be used by the SADC. Seller agrees to sign a Deed of Easement containing the terms, conditions and restrictions which are contained in Attachment A, or such other modified Deed of Easement form that may be required by a provider of Non-County Funds which (a) has committed to provide all or a

portion of monies to be paid to Seller hereunder or (b) is a potential source of reimbursement of funds expended by Buyer to make this purchase. Seller shall not be required to sign an easement document which contains restrictions on use of the Property that are materially and substantially more burdensome than those contained in Attachment A.

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

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

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

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

2.4. LIKE KIND EXCHANGE. Seller may elect to accomplish this sale as part of a like-kind exchange transaction. Seller shall be solely responsible for selecting the exchange property and negotiating its purchase as well as for the preparation of all documents, forms and filings with respect to accomplishing such a transaction. Such an election shall not relieve or modify Seller's responsibility to perform pursuant to this agreement. The foregoing notwithstanding, nothing shall obligate Buyer to participate in a proposed like-kind exchange if any of the Buyer's advisors (attorneys, bond counsel, auditors or

accountants) counsel against Buyer's participation.

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

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

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

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

2.7.2. NO RELIANCE ON BUYER. Seller shall not be entitled to rely on the opinions of Buyer, its staff, agents or employees or Buyer's advisors -- including Buyer's tax, legal and financial consultants -- with respect to any potential benefits that Seller might realize as a result of this transaction or as a result of Buyer's payment of the purchase price (or any part thereof) on an installment basis. Seller hereby acknowledges and agrees that Seller and Seller's successors, administrators, personal and

legal representatives and assigns shall have no claim against the Buyer, its officers, agents, servants and contractors for any damages or otherwise in the event that the tax consequences of this transaction are not as Seller expects.

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

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

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

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

commenced.

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

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

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

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

a. Seller has no knowledge that the Property was ever used for the manufacture, refining, transportation, treatment, storage, handling or disposing of hazardous substances or toxic wastes of any nature other than in connection with use that was in accordance with commonly accepted agricultural practices.

b. Seller has not placed any hazardous waste or hazardous substances on or under the Property, except in accordance with commonly accepted agricultural practices.

c. Seller has no knowledge that hazardous substances were ever spilled on or buried in the Property.

d. To Seller's knowledge there is neither an operating nor a closed landfill on the Property.

e. To Seller's knowledge there are no hazardous waste or hazardous substances on or under the Property other than that used in connection with agricultural use of the Property in accordance with commonly accepted agricultural practices.

f. Only those tanks described on Attachment C hereto are located on the Property.

g. To the best of Seller's knowledge, none of the tanks containing fuel or hazardous substance on the Property are leaking and all comply with current governmental regulations pertaining thereto.

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

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

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

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

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

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

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

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

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

a. The acreage which will be restricted by the Deed of Easement shall not include acreage for (i) rights-of-way (or provision for constructing, widening or improving rights-of-way) along any Federal, State, County or Municipal roads which abut the Property;

(ii) facilities for the drainage of storm, ground or surface waters or improvements thereto required for the safety of the roads which abut the Property, as determined by the Buyer; (iii) improvements to road intersections which Buyer, the State or Municipality has identified as necessary and (iv) potential improvements to bridges or dams which abut the Property.

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

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

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

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

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

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

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

4.1. EVIDENCE OF SELLER'S TITLE. Seller shall use its best efforts to provide Buyer with copies of any documents which evidence or confirm Seller's title to the Property which include, but are not limited to, copies of "marked up" title commitments and policies of title insurance. Said documents shall be

provided within ten (10) days of the Effective Date of this agreement.

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

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

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

4.5. SELLER'S PERFORMANCE REQUIRED NOTWITHSTANDING TITLE DISPUTE. Seller shall not be relieved from performance notwithstanding Seller's dispute with the determination of Buyer's title company and/or surveyor about the size of the Property owned by Seller. Buyer may elect, but is not required, to (a) extend the time for closing if Seller desires to establish Seller's good title to such portion of the Property deemed not insurable by the Buyer's title company or (b) complete the purchase for that portion of the Property that has been determined by Buyer's title company to be insurable at regular rates.

5.0. SURVEY OF PROPERTY. Seller agrees that as a condition to making this purchase, Buyer shall be entitled to obtain a survey of the Property by the surveyor of Buyer's choice, and at Buyer's expense. Seller agrees to cooperate with the surveyor in all respects. Execution of this agreement shall constitute Seller's authorization to Buyer's surveyors to enter upon the Property as

necessary to complete the survey. Seller shall not be relieved from performance notwithstanding Seller's dispute with the determination of Buyer's surveyor about the boundaries of the Property. Seller shall be responsible for providing Buyer with a copy of any survey of the Property in Seller's possession within ten (10) days of the Effective Date.

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

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

7.1. CONDITION OF THE PROPERTY. Seller hereby represents, warrants and certifies to Buyer that the Property is substantially and materially in the condition it was when Seller applied to the Program, and that Seller knows of no existing circumstance or condition which may impair agricultural use of the Property following closing.

8.0. INDEMNIFICATION OF BUYER FOR HAZARDOUS CONDITION OF THE PROPERTY. Seller hereby indemnifies and holds Buyer harmless from and against any and all claims which may be made by any parties that are involved in this transaction, judgments awarded, penalties assessed or orders entered, which now exist or which may subsequently exist of or pertaining to the discharge of hazardous substances from or onto the Property which discharges were determined to have occurred during Seller's period of ownership. Buyer's acceptance of a Deed of Easement from Seller conveying to Buyer the Nonagricultural Development Rights and

Credits and an easement to the Property and Buyer's payment to Seller therefor shall not constitute nor be deemed to be an assumption of liability for any hazardous substances on or discharges from the Property, regardless of whether said discharge occurred or occurs prior or subsequent to closing.

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

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

9.0 REDUCTION OF PROPERTY'S VALUE. Seller acknowledges Seller's understanding that execution of the Deed of Easement and conveyance of the Property's nonagricultural Development Rights and Credits and an easement to Buyer may reduce the value of the Property. Seller agrees that acceptance of Buyer's payment to it, computed in accordance with paragraphs 3 and 3.1, shall constitute full and complete consideration for Seller's execution of the Deed of Easement. Seller acknowledges and agrees that Seller shall have no further claim for compensation for any loss in value of the Property that may occur subsequent to closing which may be attributable to this sale.

10.0. USE OF PROPERTY AFTER SALE. Neither Buyer nor Seller makes any warranty to the other that economic market conditions will continue to make agricultural use of the Property a viable or profitable choice. Seller understands, acknowledges and agrees that Seller's sale of the Property's Nonagricultural Development Rights and Credits and an easement to Buyer shall permanently and forever restrict the Property to agricultural use regardless of whether Seller or any other person is subsequently able to make profitable use of the Property so restricted and that Seller

shall have no claim for additional compensation from Buyer notwithstanding any inability to put or retain the Property for agricultural use.

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

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

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

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

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

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

(e) Seller commences a nonagricultural use on the

Property.

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

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

a. sue for specific performance;

b. cancel the agreement;

c. require the Seller to pay Buyer all of the Application Processing Costs it has incurred after the date of this Agreement;

d. require that Seller restore the Property to the condition it was in prior to the time that nonagricultural use activity commenced subsequent to the submissions of the Seller's application;

e. reduce the amount payable pursuant to paragraph 3.0 by four times the easement value for each day and for each acre or part of any acre that soil or other earthen material is removed from the Property in violation of paragraph 2.11; and

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

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

14. ASSIGNMENT OF AGREEMENT/TRANSFER OF PROPERTY. Seller may not sell, transfer or convey the Property, in whole or in part, to any person unless the purchaser, transferee or assignee agrees to comply with and perform in accordance with the terms of this

agreement. Seller shall be responsible for providing a writing acceptable to Buyer in which Seller's transferee or assignee agrees to comply with and be bound by the terms of this agreement. Seller may not assign this agreement without the approval of the Buyer, which approval shall not be unreasonably withheld.

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

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

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

18. TIME FOR CLOSING. Buyer shall notify Seller when all preconditions to consummation of this sale have been satisfied, and Buyer is ready to schedule closing. Buyer and Seller shall establish a date for closing which is acceptable to both parties.

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

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

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

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

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

23. GOVERNING LAW. This agreement shall be governed by and construed in accordance with New Jersey law, and shall be subject to the requirements of all applicable laws and regulations adopted by State or Federal Non-County Funding Sources. If any provision of this agreement shall be or become invalid under any law, such invalidity shall not affect the validity or enforceability of any other provision hereof.

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

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

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

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

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

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

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

SELLER:

ANDREW BELLONE JR.

BY: _____
ANDREW BELLONE JR.

_____
Social Security Number

BY: _____
THOMAS L. BELLONE

_____
Social Security Number

BUYER:

COUNTY OF GLOUCESTER

BY: _____
ROBERT M. DAMMINGER
FREEHOLDER DIRECTOR

ACKNOWLEDGMENT

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

I certify to the following:

On _____, 2013, **ANDREW BELLONE JR.AND THOMAS L. BELLONE,** personally came before me, and acknowledged under oath, to my satisfaction, that:

(a) He/She is named in, and personally signed the foregoing agreement: and

(b) He/She signed and delivered this agreement as a voluntary act and deed for the uses and purposes therein expressed; and,

(c) He/She is duly authorized to sign this agreement, and to have delivered this agreement.

_____
Notary

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

ATTACHMENT C - FUEL TANK DISCLOSURE

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

Tank No. 1:

Location:

Contents:

Purpose (use):

Age (in years):

Tank No. 2:

Location:

Contents:

Purpose (use):

Age (in years):

Tank No. 3:

Location:

Contents:

Purpose (use):

Age (in years):

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

All property owners must sign:

BY: _____ _____

ANDREW BELLONE, JR. Date

BY: _____ _____

THOMAS L. BELLONE Date

G3

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

Certificate of Availability of Funds

TREASURER'S NO. 13-02361 DATE March 13, 2013

T-03-08-509-372-20548

BUDGET NUMBER - CURRENT YR ——— B ——— DEPARTMENT Land Preservation

AMOUNT OF CERTIFICATION $205,558.56 COUNTY COUNSEL Emmett Primas, Jr.

DESCRIPTION: Resolution authorizing acquisition of a development easement, and the signing of an Agreement of Sale and other documents necessary for closing regarding such easement, on the farm property of Andrew Bellone Jr. and Thomas L. Bellone located in the Township of Franklin, known as Block 6002, Lot 67 and Lot 73 consisting of approximately 50.382 acres for the $244,352.70 based on the certified value of $4,850.00 per acre. (This is a cost share project with Franklin providing $38,794.14 and the County providing $205,558.56).

VENDOR: West Jersey Title Agency

ADDRESS: 15 South Main Street

Woodstown, NJ 08098

DEPARTMENT HEAD APPROVAL

APPROVED ☐ PURCHASING AGENT

☐ RETURNED TO DEPARTMENT NOT APPROVED

DATE PROCESSED 3-18-13

March 27, 2013 Freeholder Meeting