

~328th~
~ANNUAL REORGANIZATION MEETING~
~BOARD OF CHOSEN FREEHOLDERS~
~OF THE COUNTY OF GLOUCESTER~
~FRIDAY, JANUARY 3, 2014~
~6:00 p.m.~

Call to order at 6:00 p.m. by Robert N. DiLella, Clerk of the Board of Chosen Freeholders. Resolution setting date, time and place for Annual Reorganization meeting is read.

Invocation *Reverend Dr. A. B. Frazier*

Presentation of the Colors by Semper Fidelis Detachment of the Marine Corps League.

Pledge of Allegiance, led by the Clerk of the Board

National Anthem, sung by Michael Jones

Clerk of the Board, Robert N. DiLella, reads a letter certifying the election of Frank J. DiMarco and Daniel Christy to the Board of Chosen Freeholders of the County of Gloucester.

Introduction, by the Clerk of the Board, of newly elected Freeholder Frank J. DiMarco escorted by Marlene DiMarco, Frank DiMarco Jr., Delaney DiMarco, Frankie DiMarco III, and Jacklyn Sneddon. Delaney DiMarco and Frankie DiMarco III, who will also hold the Bible.

Introduction of the Honorable Stephen M. Sweeney, New Jersey State Senate President for the swearing-in ceremony of Freeholder-elect DiMarco.

Swearing-in of Freeholder-elect DiMarco.

Introduction, by the Clerk of the Board, of newly elected Freeholder Daniel Christy escorted by Frank Christy, Kathy Richie, Lynnetta Marker, his son Daniel Jr., and Barbara Mello, who will also hold the Bible.

Introduction of the Honorable Stephen M. Sweeney, New Jersey State Senate President for the swearing-in ceremony of Freeholder-elect Christy.

Swearing-in of Freeholder-elect Christy.

ROLL CALL OF THE 2014 BOARD OF FREEHOLDERS

Nomination, election and swearing-in of Director of the Board of Chosen Freeholders for the year 2014. Swearing-in of the Freeholder Director, the oath of office to be administered by Stephen M. Sweeney, New Jersey State Senate President.

Nomination of Deputy Director of the Board of Chosen Freeholders for the year 2014. Swearing-in of the Deputy Director, the oath of office to be administered by Assemblyman Whip Wilson.

Annual Address by the Director of the Board of Chosen Freeholders.

Introduction of Honored Guests.

Comments by Freeholders.

1. **RESOLUTION adopting the Rules of the Board of Chosen Freeholders of the County of Gloucester for the year 2014.**
2. **RESOLUTION adopting Freeholder assignments for the Board of Chosen Freeholders of the County of Gloucester for the year 2014.**
3. **RESOLUTION authorizing and approving a temporary budget for the year 2014.** This resolution is mandated by N.J.S.A. 40A:4-19 to fund the first quarter of 2014 until the 2014 County Budget is adopted.
4. **RESOLUTION authorizing emergency temporary appropriations.** This is authorized by N.J.S.A. 40A:4-20. This resolution is needed to fund programs in the first quarter of 2014 in excess of the normal 25% limit. Most of the costs involved are grants for which we receive 100% authorization in the beginning of the year and it is impractical to only approve a portion of the grant. This is a normal yearly occurrence.
5. **RESOLUTION adopting a schedule of regular meetings of the Board of Chosen Freeholders for the year 2014.** This is to comply with the notice provisions set forth in N.J.S.A. 10:4-9(a).
6. **RESOLUTION fixing a fee to be paid by members of the public for receiving personal notice of meetings pursuant to the Open Public Meetings Act.** Any person may request that a public body mail to him copies of any regular meeting schedule upon prepayment by such person of a reasonable sum, if any has been fixed by resolution of the public body to cover the costs of providing such notice.
7. **RESOLUTION authorizing Cash Management Plan for the County of Gloucester pursuant to N.J.S.A. 40A:5-14, et seq.** N.J.S.A. 40:5-14 requires every local unit to adopt a cash management plan by majority vote annually. The Chief financial Officer of the unit is charged with administering the plan
8. **RESOLUTION authorizing a contract with Nick L. Petroni, CPA, RMA, T/A Petroni & Associates, for professional accounting services from July 1, 2014 to June 30, 2015, which contract shall be open ended with a minimum contract amount of zero and a maximum contract amount of \$120,000.**

9. **RESOLUTION** authorizing a contract with Parker McCay, P.A., for professional bond counsel legal services and other legal services of a specialized nature from January 1, 2014 to December 31, 2014, which contract shall be open ended with a minimum contract amount of zero and a maximum contract amount of \$200,000.00.
10. **RESOLUTION** authorizing a contract with Brown & Connery, LLP, for professional labor attorney legal services and other legal services of a specialized nature from January 1, 2014 to December 31, 2014, which contract shall be open ended with a minimum contract amount of zero and a maximum contract amount of \$175,000.00.
11. **RESOLUTION** authorizing a contract with Phoenix Advisors, LLC, for professional financial advisor services from January 1, 2014 to December 31, 2014, which contract shall be open ended with a minimum contract amount of zero and a maximum contract amount of \$50,000.00.
12. **RESOLUTION** authorizing of a contract with Weir & Partners, LLP, for the provision of a County Hearing Officer and other legal services of a specialized nature from January 1, 2014 to December 31, 2014, which contract shall be open ended with a minimum contract amount of zero and a maximum contract amount of \$15,000.00.
13. **Resolution** reappointing Gary Schwarz as Treasurer for the County of Gloucester from March 19, 2014 and terminating March 18, 2017 and authorizing employment contract.
14. **Resolution** reappointing Matthew P. Lyons as full time County Counsel for the County of Gloucester from January 1, 2014 to December 31, 2016 and authorizing employment contract.
15. **RESOLUTION** appointing an Emergency Management Coordinator. **J. THOMAS BUTTS**
16. **RESOLUTION** appointing a Deputy Fire Marshal for the County of Gloucester. **CHARLES MURTAUGH**
17. **RESOLUTION** designating County Purchasing Agent Peter Mercanti as Gloucester County's Public Agency Compliance Officer as required by the New Jersey Administrative code 17:27-3.2 for calendar year 2014. A resolution designating County Purchasing Agent Peter Mercanti as Gloucester County's Public Agency Compliance Officer (hereinafter "PACO") as required by the New Jersey Administrative Code 17:27-3.2 for calendar year 2014. The PACO shall specifically perform the duties prescribed in New Jersey's affirmative action rules and ensuring the County's compliance with these rules. The PACO also performs any other liaison and assistance functions as may be requested by the New Jersey Department of the Treasury, Division of Contract Compliance.
18. **RESOLUTION** establishing the official newspapers for the County of Gloucester for the year 2014. **THE SOUTH JERSEY TIMES AND THE COURIER POST.**

19. RESOLUTION appointing members to the Agricultural Development Board. **WEST JAY KANDLE, MICHAEL VISALLY, AND RUSSELL MARINO**
20. RESOLUTION appointing a member to the Animal Shelter Advisory Committee. **DAWN LIPPINCOTT**
21. RESOLUTION appointing members to the Board of Education of the Special Services School District & Vocational School District. **JOHN ROBINSON AND DONNA RAGONESE**
22. RESOLUTION appointing a member to the College Board of Trustees. **RUBY LOVE**
23. RESOLUTION appointing members to the College Board of Trustees Search Committee. **PHILLIP TARTAGLIONE, DR. GERALDINE MARTIN, VICKI MCCALL, COLLEEN ARCHER**
24. RESOLUTION appointing members, a Chairman, Vice Chairman and a Secretary for the Gloucester County Construction Board of Appeals. **TED MILLER, JOSEPH CONBOY, ROBERT DEANGELO. DESIGNATING ROBERT DEANGELO, CHAIRMAN; JOSEPH CONBOY, VICE CHAIRMAN; AND JEANNE GIAMPOLA, SECRETARY**
25. RESOLUTION appointing representatives to the Delaware Valley Regional Planning Commission. **RICHARD WESTERGAARD AND FREEHOLDER CHILA, 1ST ALT.**
26. RESOLUTION appointing members to the Disabilities Advisory Council. **NORWOOD ALLEN, TOM BIANCO, JOYCE BURROWS, DAVID CONTINO, JOYCE FEDER, EDWARD GREEN, JIM KNEUBUEHL, ANA RIVERA, RHONDA ROGERS, THERESA ROHLFING, CLIFF SANDERS, FRANK SMITH, AND KATHY VACZI**
27. RESOLUTION appointing members to the Emergency Management Council. **EMERGENCY MANAGEMENT COORDINATOR, HEALTH DEPARTMENT, PUBLIC WORKS DEPARTMENT, PUBLIC INFORMATION OFFICER, ECONOMIC DEVELOPMENT DIRECTOR, CBRNE TEAM, DIVISION OF SOCIAL SERVICES, SHERIFF, COUNTY FIRE MARSHALL, RED CROSS DIRECTOR, DEPUTY EMERGENCY MANAGEMENT COORDINATOR, DIVISION OF SPECIAL TRANSPORTATION, COUNTY MEDICAL EXAMINER, COUNTY EMS CHIEF, COUNTY PROSECUTOR, FREEHOLDER LIAISON, HAZ MAT MITIGATION OFFICER, COUNTY MENTAL HEALTH ADMINISTRATOR, DISABILITY SERVICES DIVISION HEAD, JOHN MOLNER, PAT ROBINSON, CHARLES JONES AND EDWARD KOVALEVICH**
28. RESOLUTION appointing the Fire Coordinator and Deputies for the County of Gloucester. **FIRE COORDINATOR: DENNIS KAPPLER, DEPUTIES: EDWARD JOHNSON, ERIC FARLEY, ALBERT SILBAUGH, WILLIAM ROSS, AND RYAN PIERSON**
29. RESOLUTION appointing members to the Housing Authority. **BRENDEN GAROZZO AND WILLIAM BAIN**

30. RESOLUTION appointing members to the Human Relations Commission for Gloucester County. **WARDEN, BARBARA CARTER, ISABELITA ABELE, JACQUELINE CABAN, TAWFIQ BARQAWI, RABBI AVI RICHLER, MIKE BURKE, MARJORIE GLICK, REV. A.B. FRAZIER, W. LARRY COOPER, BARBARA PORDY, SHARADORA LESLIE SISCO, DONNA ADAIR, COUNTY SUPERINTENDENT OF SCHOOLS, DIRECTOR OF DIVISION OF SOCIAL SERVICES, DIRECTOR OF HUMAN SERVICES, GCIT SUPERINTENDENT, PRESIDENT OF THE MAYOR'S ASSOCIATION, PRESIDENT OF ROWAN UNIVERSITY, COUNTY PROSECUTOR, GCC PRESIDENT, SPECIAL SERVICES SCHOOL DISTRICT SUPERINTENDENT, PRESIDENT OF THE POLICE CHIEF'S ASSOCIATION, AND FREEHOLDER DIRECTOR**
31. RESOLUTION appointing members to the Human Services Advisory Council for Gloucester County. **SAMUEL HUDMAN, SUE BERGMAN, ROBERT BAMFORD, PHYLLIS FOLK, KATHERINE VACZI, AND JERE HOFFNER**
32. RESOLUTION appointing a member to the Improvement Authority. **ADAM REID**
33. RESOLUTION appointing a member to the Industrial Pollution Control Finance Authority. **ANDREW CHAPKOWSKI**
34. RESOLUTION appointing members and a secretary to the Insurance Fund Commission. **GERALD WHITE, TAMARISK JONES, DEAN SIZEMORE AND MARIA RIOS, SECRETARY**
35. RESOLUTION appointing members as the Insurance Commission Representatives for Gloucester County. **ANTHONY FIOLA AND GEORGE HAYES**
36. RESOLUTION appointing members to the County Excess Liability Fund. **GERALD WHITE AND MATTHEW LYONS**
37. RESOLUTION appointing members to the County Interagency Coordinating Council for Children. **CHARLES GOLDSTEIN, NICOLE STEMBERGER, ROBERT MARTS, JOHN ZUKAUSKAS, DEBORAH MIZRAHI, BEVERLY LYNCH, CHAPMAN VAIL, JENNIFER RODRIQUEZ, KEISH TUCKER, THERESA DIMITRI, RICK GAYDOS, NANCY CHARD-JONES, JOAN GERACI, DARIA DURAN, JUDY TOBIAS JOHNSON, ANA RIVERA AND MICHAEL DINDAK**
38. RESOLUTION appointing members to the Local Advisory Committee on Alcohol and Drug Abuse. **GAIL SLIMM, NORMA RYLEY, KATHLEEN FOSTER, JOYCE BROWN, ANNETTE DIBARTOLOMEO, CLYDE EUGENE ISNER, DENISE WELSH, LOUISE HABICHT, LINDA TRAMO, PROSECUTOR'S OFFICE REPRESENTATIVE, AND SUPERINTENDENT OF SCHOOLS REPRESENTATIVE**
39. RESOLUTION appointing members to the Local Citizens Advisory Board of Transportation. **DENNIS LEDGER, ANNETTE DIBARTOLOMEO, ROBERT DAZLICH, ANNA MARIE GONNELLA, RONALD BOWERS, DENNIS COOK, AND INEZ NELSON**
40. RESOLUTION appointing members to the Gloucester County Mental Health Board. **JOHN KALNAS AND REVERAND GEORGE FRANKLIN**
41. RESOLUTION appointing Gloucester County members to the New Jersey Association of Counties. **FREEHOLDER HEATHER SIMMONS, FREEHOLDER FRANK DIMARCO, 1ST ALT. AND FREEHOLDER ADAM TALIAFERRO , 2ND ALT.**

42. RESOLUTION appointing members to the Parks and Golf Advisory Council. **THOMAS BIANCO, JOHN DARAKLIS, DAVID YARNELL, MARGARET BONNER, GEORGE HUBBS, LISA CERNY, LOU DEECK, AND NICHOLAS BERCUTE**
43. RESOLUTION appointing members to the Gloucester County Planning Board. **TED BAMFORD, TIMOTHY COLLINS, ERNEST DORAZIO, AND ANNA MARIE ROSATO**
44. RESOLUTION appointing members to the Gloucester County Police Academy Advisory Board. **J. THOMAS BUTTS, ROBERT J. ONLY, STEVEN PFEIFFER, COUNTY PROSECUTOR, POLICE CHIEF'S ASSOCIATION REPRESENTATIVES (3), COUNTY SHERIFF, GLOUCESTER COUNTY COLLEGE REPRESENTATIVE, AND FREEHOLDER REPRESENTATIVE (2).**
45. RESOLUTION appointing members to the Public Safety Communications Exploratory Committee. **POLICE CHIEF'S ASSOCIATION REPRESENTATIVES (3), FIRE CHIEF'S ASSOCIATION (3), MAYOR'S ASSOCIATION REPRESENTATIVE, COUNTY EMS CHIEF, COUNTY EMERGENCY RESPONSE DIRECTOR, FREEHOLDER LIAISON OF EMERGENCY MANAGEMENT, AND COUNTY ADMINISTRATOR**
46. RESOLUTION appointing members to the Senior Services Advisory Board. **JACKIE DEFRANK, LIN TENAGLIA, CLAIRE MYERS, CHESTER RANDALL, CONSTANCE FENTRESS, MARGARET MENDOZA, ELIZABETH MCCULLOUGH, JOYCE NUNEVILLER, JOAN RAUCH, AND JANICE HILL**
47. RESOLUTION appointing members to the Solid Waste Advisory Council. **FREEHOLDER LIAISON, JAMES MCALL, RICHARD POOL, DALE MILLER, RICK WESTERGAARD, JAMES F. MESSNER, GREGORY SAWYER, DON SCHNEIDER, SCOTT NORCROSS, KEN ATKINSON, GERALD MICHAEL, JOE FERRARI, AND ERIC AGREN**
48. RESOLUTION appointing members to the Tri-County Water Quality Control Board. **LARRY HAYNES, DONALD FANSLAU, AND FREEHOLDER LIAISON**
49. RESOLUTION appointing members to the Gloucester County Utilities Authority. **WALTER BERGLUND**
50. RESOLUTION appointing members to the Advisory Board for the County Veteran's Cemetery. **JOSEPH MCCONOMY, DUANE SARMIENTO, ROBERT JONAS, FREEHOLDER GIUSEPPE (JOE) CHILA AND FREEHOLDER ADAM TALIAFERRO**
51. RESOLUTION appointing members to the Voting Accessibility Advisory Committee. **SUPERINTENDENT OF ELECTIONS; MARK HARRIS, CHRIS POWELL, BERNADETTE FORWARD, LYNN MCCLINTOCK, LEONA MATHER, GIUSEPPE (JOE) CHILA, AND CHAD BRUNER**
52. RESOLUTION appointing individuals to the Gloucester County Commission for Women. **BARBARA PIQUET, LISA CERNY, GAIL SLIMM, MARGUERITE STUBBS, BEVERLY RANTON WELLONS, AND MARY JANE LOVE**
53. RESOLUTION appointing members to the Workforce Investment Board. **MICHAEL DICKEN, DONALD NORCROSS, ED SMITH, ROBERT DAMMINGER, RICHARD GATEWOOD, STEVAN WOLF, WALT EMERLE, HOSEA JOHNSON, MUNCI BUCKALEW, EDWARD GREEN, LEONA MATHER, TOM BIANCO, THOMAS FLETCHER AND MARK WILGUS**

54. RESOLUTION appointing members to the Gloucester County Youth Services Commission/Juvenile Crime Enforcement Coalition. **DANIEL ANGELO JR, AMANDA BATIZ, SUE ANN BERGMANN, CHAD BRUNER, SUSAN BUCHWALD, LISA CERNY, GUY COLLINS JR, JASON CORTER, SEAN DALTON, SONIA DECENCIO, MICHAEL DINDAK, SHIRLEY DOUGLAS, JANINE FAULKNER, WANDA FOGLIA, PRESTON FORCHION III, REV. DR. A.B. FRAZIER, JESSICA FROBA, SHANNON FUERNEISEN, CHARLES GOLDSTEIN, GLORIA GOODE, JUDY JOHNSON, ERIN KLEIN, DIANE MACRIS, JUDGE COLLEEN MAIER, JILL MANSON, JAMES MCBEE, ROBERT MILES, MARY BETH MONROE, WALTER QUINT, KEN RIDINGER, JENNIFER RODRIGUEZ, DR. KATHLEEN SPINOSI, NICOLE STEMBERGER, LINDA STRIETER, DR. CAROLE ANN SUBOTICH, NANCY SWEENEY, ROBERT TAYLOR, DONNA WATERS, DAVID WENTZ, MICHAEL WILER, JACKIE WILLIAMS**

~APPOINTMENTS FOR VARIOUS POSITIONS IN 2014~

APPOINTMENT of Freeholder member to the Mental Health Board. **FREEHOLDER TALIAFERRO**

APPOINTMENT of Freeholder members to Board of School Estimates. **DIRECTOR DAMMINGER, FREEHOLDER CHILA AND FREEHOLDER BARNES**

APPOINTMENT of Freeholder liaison to the Local Citizens Advisory Board of Transportation. **FREEHOLDER TALIAFERRO**

APPOINTMENT of Freeholder Liaison to the Gloucester County Chamber of Commerce. **FREEHOLDER SIMMONS**

APPOINTMENT of Freeholder representative to the Southern New Jersey Resource Conservation & Development Council. **RICHARD WESTERGAARD**

APPOINTMENT of Freeholder member to the Youth Services Commission. **FREEHOLDER TALIAFERRO**

APPOINTMENT of Freeholder liaison to the Disabled Person Advisory Council. **FREEHOLDER TALIAFERRO**

APPOINTMENT of Freeholder liaison to the Agriculture Development Board. **FREEHOLDER DIMARCO**

APPOINTMENT of Freeholder liaison to the Human Services Advisory Council. **FREEHOLDER TALIAFERRO**

APPOINTMENT of Freeholder liaison to the Commission for Women. **FREEHOLDER TALIAFERRO**

APPOINTMENT of Freeholder liaison to the Housing Authority. **FREEHOLDER CHRISTY**

APPOINTMENT of Freeholder liaison to the Utilities Authority. **FREEHOLDER CHRISTY**

APPOINTMENT of Freeholder liaison to the Improvement Authority. **DIRECTOR DAMMINGER**

APPOINTMENT of Freeholder liaison to the Human Relations Commission.
FREEHOLDER TALIAFERRO

APPOINTMENT of Freeholder representative to Main Street Woodbury. **TOM BIANCO**

BENEDICTION *Pastor Tony Bylone*

ADJOURNMENT

**RESOLUTION ADOPTING THE RULES OF THE
BOARD OF CHOSEN FREEHOLDERS OF THE COUNTY OF GLOUCESTER
FOR THE YEAR 2014**

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

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

ADOPTED at the Annual Stated Meeting by the Board of Chosen Freeholders of the County of Gloucester held on January 3, 2014, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

**BY: _____
ROBERT M. DAMMINGER, DIRECTOR**

ATTEST:

**_____
ROBERT N. DILELLA, CLERK**



RULES OF THE BOARD

2014

ARTICLE I

All requests for Resolutions, with all supporting documentation, for both regular and special meetings shall be in the hands of the appropriate County Counsel prior to 10:00 a.m. on the Friday, two weeks preceding the next regularly scheduled meeting (when the next regularly scheduled meeting is held on the following Wednesday).

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

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

The Draft Agenda shall be set by the Freeholder Director and will be prepared by the Clerk of the Board's Office and transmitted to each Freeholder electronically by Friday of the week preceding the regular meeting.

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

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

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

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

ARTICLE II

Place of Meetings

All meetings shall be held in the County Buildings, 1 N. Broad, Ceremonial Courtroom in the City of Woodbury, as aforesaid, except when otherwise ordered by the Board or otherwise specified in the call for a special meeting.

ARTICLE III

Quorum

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

ARTICLE IV

Order of Business

The order of business shall be as follows:

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

All Resolutions shall be read by title.

ARTICLE V

Rules of Order

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

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

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

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

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

which questions shall have precedence in the order above named.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE VI

Officers, Employees and Representatives

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

Officers

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

Employees

Representative

| | |
|--------------------------|--------|
| Delegate to State Assoc. | 1 year |
|--------------------------|--------|

The Board may select such other officers, employees or representatives as it deems necessary, which officers, employees or representatives shall be elected for the terms prescribed by law. In cases where no term is specified therein, then the officer, employee or representative shall serve at the pleasure of the Board.

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

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

ARTICLE VII Duties of Officers

1. Director of the Board

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

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

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

2. Deputy Director of the Board

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

3. Clerk of the Board

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

4. County Administrator

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5. County Treasurer

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

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

6. Public Works Director

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

7. County Engineer

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

8. County Road Supervisor

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

9. Superintendent of Weights and Measures

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

10. County Counsel and Assistant County Counsel

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

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

11. Purchasing Agent

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

13. All other officers

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

14. Indemnification and liability

a. The Board of Chosen Freeholders of the County of Gloucester (hereinafter referred to as the Board) shall defend and indemnify any Freeholder member of said Board (hereinafter referred to as member), or officer described in Article VI (hereinafter referred to as officer) in accordance with the New Jersey Tort Claims Act, P.L. 1982, c. 45 (c. 59:1-1 et seq.). The Board shall pay or reimburse any member or officer of the Board for any bona fide settlement agreement, and shall pay or reimburse all costs of defending the action, including reasonable attorney fees and expenses, together with costs of appeal, if any.

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

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

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

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

ARTICLE VIII

Departments

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

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

2. Department of Education shall have jurisdiction over the following sub-departments and/or committees: Board of School Estimates, Consumer Protection, County Library, Gloucester County College, Gloucester County Institute of Technology; Special Services School District, and Superintendent of Schools.

3. Department of Public Safety and Veterans Affairs shall have jurisdiction over the following sub-departments and/or committees: Board of School Estimates, Emergency Management, Emergency Medical Services (EMS), Emergency Response (911), Emergency Management Council, Fire Marshal, Elections (Board & Superintendent), Policy Academy Advisory Council, Veterans Affairs, Veterans Advisory Committee/ Veterans Cemetery Committee and Voting Accessibility Advisory Committee.

4. Department of Health and Human Services shall have jurisdiction over the following sub-departments and/or committees: Health, Disability Services (Mental Health & DPAC), Medical Examiner, Senior Services, Human Services, Human Services Advisory Council, Transportation Advisory Council, Youth Services Advisory Council, Commission For Women, Human Relations Commission, Senior Services Advisory Council and Social Services.

5. Department of Buildings and Government Services shall have jurisdiction over the following sub-departments and/or committees: Animal Shelter, Animal Shelter Advisory Committee, Buildings and Grounds, Construction Board of Appeals, Correctional Services, County Clerk, Courts/Probation, Housing Authority, Prosecutor, Sheriff, Surrogate and Utilities Authority.

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

7. Department of Public Works and Economic Development shall have jurisdiction over the following sub-departments and/or committees: Engineering, Roads, Planning, Economic Development/CDBG, Gloucester County Chamber of Commerce Representative, Fleet Management, Statutory Planning Board Member, S.W.A.C., Tri-County Water Quality Management Board.

ARTICLE IX

Auditing of Bills

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

Treasurer may in its sole discretion audit any bill presented at any time.

ARTICLE X

Suspension and Amendments

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

**RESOLUTION ADOPTING FREEHOLDER ASSIGNMENTS FOR
THE BOARD OF CHOSEN FREEHOLDERS OF THE
COUNTY OF GLOUCESTER FOR THE YEAR 2014**

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

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

ADOPTED at the Annual Stated Meeting of the Board of Chosen Freeholders of the County of Gloucester held on January 3, 2014, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

BY: _____
ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

****2014 FREEHOLDER DEPARTMENT ASSIGNMENTS****

2

DEPARTMENT OF ADMINISTRATION

Administrator/Human Resources/Clerk of the Board
County Counsel
Improvement Authority
Information Technology
Insurance Commission

**DIRECTOR DAMMINGER
FREEHOLDER CHILA**

Purchasing
Tax Assessor
Treasurer
Wage & Hour

DEPARTMENT OF PUBLIC SAFETY AND VETERANS AFFAIRS

Elections, Board & Superintendent
Emergency Management/Emergency Management Council
Emergency Response
EMS
Fire Marshal

**FREEHOLDER CHILA
FREEHOLDER TALIAFERRO**

Police Academy
Veteran's Affairs
Veteran's Advisory Committee
Veteran's Cemetery Committee
Voting Accessibility Advisory Committee

DEPARTMENT OF EDUCATION

Consumer Protection
County College
GCIT/SSSD

**FREEHOLDER BARNES
FREEHOLDER SIMMONS**

Library
Superintendent of Schools

DEPARTMENT OF BUILDINGS & GOVERNMENT SERVICES

Animal Shelter
Animal Shelter Advisory Committee
Buildings & Grounds
Construction Board of Appeals
Correctional Services
County Clerk

**FREEHOLDER CHRISTY
FREEHOLDER DiMARCO**

Courts/Probation
Housing Authority
Prosecutor
Sheriff
Surrogate
Utilities Authority

DEPARTMENT OF PARKS & LAND PRESERVATION

Agriculture Development Board
Extension Services
Golf Course

**FREEHOLDER DiMARCO
FREEHOLDER CHILA**

Land Preservation
Parks & Recreation
Parks and Golf Advisory Board

**DEPARTMENT OF ECONOMIC DEVELOPMENT
& PUBLIC WORKS**

Economic Development
Planning Board
Public Works (Engineering, Fleet Management, Planning/CDBG, Roads)

**FREEHOLDER SIMMONS
FREEHOLDER CHRISTY**

SWAC
Tri-County Water Quality Management

DEPARTMENT OF HEALTH & HUMAN SERVICES

Commission for Women
Health (Disability/Mental Health/DPAC, Medical Examiner, Senior Services)
Human Relations Commission
Human Services
Human Services Advisory

**FREEHOLDER TALIAFERRO
FREEHOLDER BARNES**

Social Services
Transportation Advisory
Youth Services Commission

**RESOLUTION AUTHORIZING AND APPROVING
THE TEMPORARY BUDGET FOR THE YEAR 2014**

WHEREAS, N.J.S.A. 40A:4-19 of the Local Budget Law provides that where any contracts, commitments or payments are to be made prior to final adoption of the 2014 Budget, temporary appropriations shall be made for the purposes and amounts required in the manner and time therein provided; and

WHEREAS, the date of this resolution is within the first thirty-one (31) days of January 2014; and

WHEREAS, 26.25% of the total appropriations in the 2013 Budget, exclusive of any appropriations made for the debt service, capital improvement funds, and public assistance in said 2013 Budget is the sum of \$47,254,387.95.

NOW, THEREFORE, BE IT RESOLVED that the following Temporary Appropriations in the total amount of \$46,630,447.50, exclusive of debt service, capital improvement funds and Public Assistance are hereby authorized and approved, and that a certified copy of this Resolution shall be transmitted to the Chief Financial Officer for his records.

BE IT FURTHER RESOLVED that the Temporary Appropriation for debt service, capital improvement funds and public assistance shall be \$32,694,242.00, and that the total Temporary Appropriation in the amount of \$79,324,689.50 is hereby authorized and approved as follows:

GENERAL APPROPRIATIONS

(a.) Operations

A. General Administration

| | |
|--------------------------------|------------|
| 1. Administration | |
| Salaries and Wages | 365,886.75 |
| Other Expenses | 29,742.75 |
| 2. Board of Chosen Freeholders | |
| Salaries & Wages | 129,501.25 |
| Other Expenses | 21,250.00 |
| 3. Advertising Board | |
| Other Expenses | 5,000.00 |
| 4. County Clerk | |
| Salaries & Wages | 374,716.50 |
| Other Expenses | 84,837.75 |
| 5. Superintendent of Elections | |
| Salaries & Wages | 148,676.50 |
| Other Expenses | 142,476.25 |
| 6. Financial Administration | |
| Salaries & Wages | 173,937.50 |
| Other Expenses | 19,393.50 |
| 7. Purchasing Department | |
| Salaries & Wages | 89,033.75 |
| Other Expenses | 3,643.00 |

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| 8. Information Technology | | |
| Salaries & Wages | | 290,265.75 |
| Other Expenses | | 304,865.00 |
| 9. Board of Taxation | | |
| Salaries & Wages | | 34,099.50 |
| Other Expenses | | 575.00 |
| 10. County Assessor | | |
| Salaries & Wages | | 290,457.00 |
| Other Expenses | | 238,613.50 |
| 11. Legal Department | | |
| Salaries & Wages | | 215,515.00 |
| Other Expenses | | 109,476.75 |
| 12. County Adjusters | | |
| Salaries & Wages | | 31,726.25 |
| Other Expenses | | 1,993.75 |
| 13. Surrogate | | |
| Salaries & Wages | | 136,105.50 |
| Other Expenses | | 9,047.00 |
| 14. Engineering | | |
| Salaries & Wages | | 275,114.00 |
| Other Expenses | | 24,050.00 |
| 15. Department of Economic Development | | |
| Salaries & Wages | | 38,371.50 |
| Other Expenses | | 9,875.00 |
| 16. Historical Society | | |
| Other Expenses | | 3,000.00 |
| B. LAND USE ADMINISTRATION | | |
| 1. Planning | | |
| Salaries & Wages | | 74,152.75 |
| Other Expenses | | 20,176.75 |
| 2. Construction Board of Appeals | | |
| Salaries and Wages | | 10,910.75 |
| Other Expenses | | 343.75 |
| C. CODE ENFORCEMENT AND ADMINISTRATION | | |
| 1. Consumer Protection | | |
| Salaries & Wages | | 95,110.50 |
| Other Expenses | | 1,103.25 |
| D. INSURANCE | | |
| 1. Liability Insurance | | |
| Other Expenses | | 1,500,000.00 |
| 2. Workman's Compensation Insurance | | |
| Other Expenses | | 700,000.00 |

| | | |
|-----------------------------|--|--------------|
| 3. Employee Group Insurance | | |
| Other Expenses | | 4,875,000.00 |
| 4. Unemployment Insurance | | |
| Other Expenses | | 100,000.00 |

E. PUBLIC SAFETY FUNCTIONS

| | | |
|------------------------------|--|--------------|
| 1. Emergency Response | | |
| Salaries & Wages | | 3,951,875.00 |
| Other Expenses | | 428,862.50 |
| 2. Medical Examiner | | |
| Salaries & Wages | | 240,033.50 |
| Other Expenses | | 37,580.50 |
| 3. Sheriff's Office | | |
| Salaries & Wages | | 2,035,767.25 |
| Other Expenses | | 35,750.00 |
| 4. Prosecutor's Office | | |
| Salaries & Wages | | 1,815,391.75 |
| Other Expenses | | 132,284.00 |
| 5. Department of Corrections | | |
| Salaries & Wages | | 2,116,880.25 |
| Other Expenses | | 2,234,301.75 |

F. PUBLIC WORKS FUNCTION

| | | |
|------------------------|--|------------|
| 1. Roads and Bridges | | |
| Salaries & Wages | | 749,014.50 |
| Other Expenses | | 178,945.50 |
| 2. Buildings & Grounds | | |
| Salaries & Wages | | 770,998.25 |
| Other Expenses | | 220,917.00 |
| 3. Fleet Management | | |
| Salaries & Wages | | 142,298.75 |
| Other Expenses | | 188,076.00 |

G. HEALTH AND HUMAN SERVICES

| | | |
|--|--|------------|
| 1. County Health Services – Interlocal Agreements (40:8A-1 et seq.) | | |
| Salaries & Wages | | 567,649.50 |
| Other Expenses | | 44,295.00 |
| 2. Educational & Disability Services | | |
| Salaries & Wages | | 71,867.00 |
| Other Expense | | 2,248.75 |
| 3. Senior Services | | |
| Salaries & Wages | | 291,154.25 |
| Other Expenses | | 131,500.00 |
| 4. Human Services | | |
| Salaries & Wages | | 199,923.50 |
| Other Expenses | | 63,530.00 |

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|---|--|--------------|
| 5. Veterans Affairs | | |
| Salaries & Wages | | 94,855.00 |
| Other Expenses | | 5,013.25 |
| 6. Commission on Women | | |
| Other Expenses | | 650.00 |
| 7. Animal Shelter | | |
| Salaries & Wages | | 400,487.25 |
| Other Expenses | | 37,736.75 |
| 8. Division of Social Services | | |
| Salaries & Wages | | 2,472,575.00 |
| Other Expenses | | 2,544,043.00 |
| Aid to Dependent Children | | 115,000.00 |
| Supplemental Social Security | | 130,000.00 |
| 9. Cerebral Palsy Clinic | | |
| Other Expenses | | 3,750.00 |
| 10. Family Support Center (40:5-2.9) | | |
| Other Expenses | | 20,615.00 |
| 11. Mental Health Outpost | | |
| Other Expenses | | 53,375.00 |
| 12. The Arc Gloucester | | |
| Other Expenses | | 5,500.00 |
| 13. Aid to Occupational Center of Gloucester County (40:23-8.11) | | |
| Other Expenses | | 6,250.00 |
| 14. Juveniles in Need of Supervision (2A:4-42) | | |
| Other Expenses | | 38,225.00 |
| 15. Support of Non-Profit Child Care Center | | |
| Other Expenses | | 9,970.50 |
| G. PARKS AND RECREATION FUNCTIONS | | |
| 1. Parks and Recreation | | |
| Salaries & Wages | | 265,604.50 |
| Other Expenses | | 56,356.25 |
| 2. Golf Course | | |
| Salaries & Wages | | 95,611.00 |
| Other Expenses | | 92,635.50 |
| H. EDUCATION FUNCTIONS | | |
| 1. Gloucester County College | | |
| Other Expenses | | 1,913,736.00 |
| 2. County Vocational School | | |
| Other Expenses | | 2,000,000.00 |
| 3. Special Services School District | | |
| Other Expenses | | 390,769.50 |

| | |
|--|-----------|
| 4. Office of the Superintendent of Schools | |
| Salaries & Wages | 77,951.50 |
| Other Expenses | 2,710.00 |
| 5. County Extension Services | |
| Salaries & Wages | 88,169.75 |
| Other Expenses | 17,448.75 |

I. UTILITIES

| | |
|--------------------------|------------|
| Electricity | 430,000.00 |
| Street Lighting | 8,647.75 |
| Water | 41,000.00 |
| Gas (Natural or Propane) | 117,000.00 |
| Heating Oil | 15,000.00 |
| Telephone | 520,000.00 |
| Sewer | 37,500.00 |
| Gasoline & Diesel | 225,000.00 |

J. LANDFILL/SOLID WASTE DISPOSAL

| | |
|--|-----------|
| 1. Soil Safe – Contractual Obligation Logan Township | |
| Other Expenses | 73,750.00 |

K. UNCLASSIFIED

| | |
|---|-----------|
| 1. Prior Year Bills | 73,650.00 |
| 2. Matching Funds for Grants | |
| a. Comprehensive Alcohol & Drug Abuse | 78,948.00 |
| b. Juvenile Accountability Block Grant | 730.00 |
| c. Recreational Opportunities Act Grant | 4,000.00 |

CAPITAL IMPROVEMENTS

| | |
|--------------------------|------------|
| Capital Improvement Fund | 200,000.00 |
|--------------------------|------------|

COUNTY DEBT SERVICE

| | |
|---|---------------|
| 1. Principal on College Bonds | 887,500.00 |
| 2. Interest on College Bonds | 133,552.00 |
| 3. Interest on Other Bonds | 4,633,381.00 |
| 4. Principal on Other Bonds | 13,262,500.00 |
| 5. Improvement Authority Lease Purchase | |
| Principal | 4,357,500.00 |
| Interest | 2,310,603.00 |
| 6. Green Acres-Principal & Interest | 205,190.00 |
| 7. EIT Loans – Principal & Interest | 645,391.00 |
| 8. Justice Complex Loan – Principle | 1,865,000.00 |
| 9. Justice Complex Loan – Interest | 3,948,625.00 |

STATUTORY EXPENDITURES

| | |
|--|--------------|
| 1. Public Employee's Retirement System | 3,195,727.00 |
|--|--------------|

| | |
|--|------------------------|
| 2. Social Security | 1,450,000.00 |
| 3. Police & Fire Retirement System | 2,036,268.00 |
| TOTAL TEMPORARY BUDGET FOR THE YEAR 2014 | <u>\$79,324,689.50</u> |

ADOPTED at the Annual Stated Meeting of the Gloucester County Board of Chosen Freeholders, County of Gloucester and State of New Jersey held on Friday, January 3, 2014 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

THIS IS TO CERTIFY that this is a true copy of the Resolution introduced and adopted by the Board of Chosen Freeholders of the County of Gloucester, New Jersey at the Annual Meeting of this Board held at Woodbury, New Jersey on January 3, 2014.

ROBERT N. DILELLA,
CLERK OF THE BOARD

RESOLUTION AUTHORIZING EMERGENCY TEMPORARY APPROPRIATIONS

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

WHEREAS, there is a need to include additional monies in the 2014 Gloucester County temporary budget; and

WHEREAS, because no adequate provision has been made in the 2014 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 2014, pursuant to the provisions of Chapter 96, P.L. 1951 (N.J.S. 40A:4-20) including this resolution total \$8,522,141.00.

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

1. An emergency temporary appropriation shall be:

Statutory Expenditures

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

State & Federal Grants

- | | |
|---|--------------|
| 1. Electronic Crimes Task Force | 9,000.00 |
| 2. Victim Witness Supplemental Grant | 26,992.00 |
| 3. County Environmental Health Grant | 60,950.00 |
| 4. Alcohol & Drug Abuse Program | 556,408.00 |
| 5. Personal Assistance Services Program | 43,500.00 |
| 6. Area Plan Contract | 1,454,316.00 |
| 7. Title XX Transportation | 60,733.00 |
| 8. Sr. Citizen & Disabled Resident Transportation | 524,248.00 |
| 9. Homeless Prevention Program | 25,288.00 |
| 10. Temporary Assistance for Needy Families | 34,680.00 |
| 11. Social Services for the Homeless | 130,086.00 |
| 12. State Community Partnership | 272,080.00 |
| 13. Family Court | 141,848.00 |
| 14. Juvenile Accountability Block Grant | 6,566.00 |
| 15. Youth Incentive Program (CIACC) | 38,442.00 |
| 16. Abused & Missing Children | 3,234.00 |
| 17. Prevention of Teen Pregnancy | 1,000.00 |
| 18. Human Services Planning Grant | 62,770.00 |
| 19. Recreational Opportunities Act Grant | 20,000.00 |
| 20. Housing Preservation Grant | 50,000.00 |

2. That said emergency temporary appropriations have been provided for in the 2014 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 the Annual Stated Meeting of the Gloucester County Board of Chosen Freeholders, County of Gloucester and State of New Jersey held on Friday, January 3, 2014 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

RESOLUTION ADOPTING A SCHEDULE OF REGULAR MEETINGS OF THE BOARD OF CHOSEN FREEHOLDERS FOR THE YEAR 2014

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

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

1. The schedule of regular meetings of the Board of Chosen Freeholders of the County of Gloucester for the year 2014 annexed hereto and made a part hereof be and is hereby adopted;
2. Copies of said annual schedule of regular meetings shall be posted and shall continue to be posted throughout the year on the bulletin board in the vestibule of the Court House, Woodbury, New Jersey;
3. Copies of said annual schedule of regular meetings shall be made to the South Jersey Times and the Courier Post;
4. A copy of said annual schedule shall be filed with the Gloucester County Clerk.

ADOPTED at the Annual Stated Meeting of the Board of Chosen Freeholders of the County of Gloucester held on January 3, 2014, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

BY: _____
ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK



2014 FREEHOLDER MEETING SCHEDULE

| Meeting Date | Meeting Type |
|------------------------|----------------------------------|
| January 3 FRIDAY | Annual Reorganization 6:00 PM |
| January 22 | Regular Meeting |
| February 5 | Regular Meeting |
| February 19 | Regular Meeting |
| March 5 | Regular Meeting |
| March 19 | Regular Meeting |
| April 2 | Regular Meeting |
| April 16 | Regular Meeting |
| May 7 | Regular Meeting |
| May 21 | Regular Meeting |
| June 11 | Regular Meeting |
| June 25 | Regular Meeting |
| July 9 | Regular Meeting |
| July 23 | Regular Meeting |
| August 6 | Regular Meeting |
| August 20 | Regular Meeting |
| September 3 | Regular Meeting |
| September 17 | Regular Meeting |
| October 1 | Regular Meeting |
| October 15 | Regular Meeting |
| November 5 | Regular Meeting |
| November 25 TUESDAY | Regular Meeting (6:00pm) |
| December 3 | Regular Meeting |
| December 17 | Regular Meeting |
| December 29 MONDAY | Close Out Meeting 12:00 noon |

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

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

6

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

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

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

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

1. Any member of the public wishing to receive personal notice of meetings as provided in the Open Public Meetings Act shall file his or her name and address with the Clerk of the Board of Chosen Freeholders of the County of Gloucester for said purpose and shall be required to pay, in advance, a fee in the amount of \$12 for the year 2014 to cover the costs of providing such notice;
2. As permitted by the Open Public Meetings Act, such notices requested by the news media shall be mailed free of charge.

ADOPTED at the Annual Stated Meeting by the Board of Chosen Freeholders of the County of Gloucester held on January 3, 2014 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

BY: _____
ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

7

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

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

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

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that the Cash Management Plan prepared by Gary Schwarz, County Treasurer, and attached hereto, is hereby adopted by the County of Gloucester and shall be effective from January 1, 2014 to December 31, 2014.

ADOPTED at the Annual Stated Meeting of the Board of Chosen Freeholders of the County of Gloucester held on Friday, January 3, 2014, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

7

**CASH MANAGEMENT PLAN OF THE COUNTY OF GLOUCESTER
STATE OF NEW JERSEY**

I. STATEMENT OF PURPOSE

This Cash Management Plan (the "Plan") is prepared pursuant to the provisions of N.J.S.A. 40A:5-14 in order to set forth the basis for the deposits ("Deposits") and investment ("Permitted Investments") of certain public funds of the County of Gloucester, pending the use of such funds for the intended purposes. The Plan is intended to assure that all public funds identified herein are deposited in interest bearing Deposits or otherwise invested in Permitted Investments hereinafter referred to. The intent of the Plan is to provide that the decisions made with regard to the Deposits and the liquidity (regarding its availability for the intended purposes), and the maximum investment return within such limits. The Plan is intended to insure that any Deposit or Permitted Investment matures within the time period that approximates the prospective need for the funds deposited or invested so that there is not a risk to the market value of such Deposits or Permitted Investments.

II. IDENTIFICATION OF FUNDS AND ACCOUNTS TO BE COVERED BY THE PLAN.

- A. The Plan is intended to cover the deposit and/or investment of the following funds and accounts of the County of Gloucester.

| | |
|---------------------------|--|
| CURRENT FUND | GCIC HEALTH DEPOSIT ACCOUNT |
| PAYROLL ACCOUNT | GCIC DEPOSIT ACCOUNT |
| TRANSFER HOLDING ACCOUNT | GCIC LIABILITY CLAIMS |
| LIBRARY | GCIC HEALTH INSURANCE - DENTAL |
| COUNTY CLERK IMPROVEMENT | GCIC WORKER'S COMPENSATION CLAIMS |
| FORFEITED FUNDS | SOCIAL SERVICES EEI ASSISTANCE |
| SEIZED FUNDS | SOCIAL SERVICES GRANT ADMIN ACCOUNT |
| RESTRICTED FUNDS - NJ ARM | SOCIAL SERVICES ADMINISTRATIVE ACCOUNT |
| UNEMPLOYMENT TRUST | SOCIAL SERVICES ASSISTANCE ACCOUNT |
| SURROGATE IMPROVEMENT | SOCIAL SERVICES GENERAL ASSISTANCE ZBA |
| TAX APPEALS | SOCIAL SERVICES OMEGA |
| FEDERAL FORFEITED FUNDS | SOCIAL SERVICES CHILD SUPPORT |
| PITMAN GOLF COURSE | SOCIAL SERVICES CLEARING ACCOUNT |
| ASSET MAINTENANCE | COUNTY CLERK CASH ACCOUNT |
| ANIMAL SHELTER | COUNTY CLERK DEPOSIT ACCOUNT |
| AFLAC FLEX ONE | SURROGATE COURT ACCOUNT |
| MONEY MARKET | |
| EMS | |
| SHERIFF GENERAL | |
| SHERIFF EXTRADITION | |
| PRISON WELFARE FUND | |
| SHERIFF FORFEITED FUNDS | |

III. DESIGNATION OF OFFICIALS OF THE COUNTY OF GLOUCESTER AUTHORIZED TO MAKE DEPOSITS AND INVESTMENTS UNDER THIS PLAN.

The Chief Financial Officer of the County of Gloucester Gary Schwarz is hereby authorized and directed to deposit and/or invest the funds referred to in the Plan. Prior to making any such Deposits or any Permitted Investments, such officials of the County of Gloucester are directed to supply to all depositories or any other parties with whom the Deposits or Permitted Investments are made a written copy of this Plan which shall be acknowledged in writing by such parties and a copy of such acknowledgment kept on file with such officials.

IV. DESIGNATION OF DEPOSITORIES.

The following banks and financial institutions are hereby designated as official depositories for the Deposit of all public funds referred to in the Plan, including any certificates of Deposit which are not otherwise invested in Permitted Investments as provided for in this Plan:

| | |
|----------------------|------------------------|
| TD BANK | PARKE BANK |
| NJ CASH MANAGEMENT | FIRST COLONIAL BANK |
| COLONIAL BANK | BANK OF AMERICA |
| SUSQUEHANNA BANK | SOVEREIGN BANK |
| WACHOVIA | SUN NATIONAL BANK |
| PBB BANK | NEWFIELD NATIONAL BANK |
| JP MORGAN CHASE BANK | THE BANK OF NEW YORK |
| FULTON BANK | SWARTHMORE GROUP |

All such depositories shall acknowledge in writing receipt of this Plan by sending a copy of such acknowledgment to the Designated Official referred to in Section III above.

V. DESIGNATION OF BROKERAGE FIRMS AND DEALERS WITH WHOM THE DESIGNATED OFFICIALS MAY DEAL.

The following brokerage firms and/or dealers and other institutions are hereby designated as firms with whom the Designated Official of the County of Gloucester referred to in this Plan may deal for purposes of buying and selling securities identified in this Plan as Permitted Investments or otherwise providing for Deposits. All such brokerage firms and/or dealers shall acknowledge in writing receipt of this Plan by sending a copy of such acknowledgment to all Designated Official referred to in Section III above.

IV. AUTHORIZED INVESTMENTS.

- A. Except as otherwise specifically provided for herein, the Designated Official is hereby authorized to invest the public funds covered by the Plan, to the extent not otherwise held in Deposits, in the following Permitted Investments:
- (1) Bonds or other obligations of the United States of America or obligations guaranteed by the United States of America;
 - (2) Government money market mutual funds;
 - (3) Any obligation that a federal agency or a federal instrumentality has issued in accordance with an act of Congress, which security has a maturity date not greater than 397 days from the date of purchase, provided that such obligation bears a fixed rate of interest not dependent on any index or other external factor;
 - (4) Bonds or other obligations of the Local Unit or bonds or other obligations of school districts of which the Local Unit is a part or within which the school district is located;
 - (5) Bonds or other obligations, having a maturity dated not more than 397 days from the date of purchase, approved by the Division of Investment of the Department of the Treasury for investment by Local Units;
 - (6) Local government investment pools;
 - (7) Deposits with the State of New Jersey Cash Management Fund established pursuant to section 1 of P.L. 1977, c. 281 (C.52:18A090.4); or
 - (8) Agreements for the repurchase of fully collateralized securities if:
 - (a) the underlying securities are permitted investments pursuant to paragraphs (1) and (3) of this subsection a;
 - (b) the custody of collateral is transferred to a third party;
 - (c) the maturity of the agreement is not more than 30 days;
 - (d) the underlying securities are purchased through a public depository as defined in section 1 of P.L. 1970, c.236 (C.17:9-41); and
 - (e) a master repurchase agreement providing for the custody and security of collateral is executed.

For purposes of the above language, the terms "government money market mutual fund" and "local government investment pool" shall have the following definitions:

Government Money Market Mutual Fund. An investment company or investment trust:

- (a) which is registered with the Securities and Exchange Commission under the "Investment Company Act of 1940", 15 U.S.C. sec. 80a-1 et seq., and operated in accordance with 17 C.F.R. sec. 270.2a-7.
- (b) The portfolio of which is limited to U.S. Government securities that meet the definition of any eligible security pursuant to 17 C.F.R. sec. 270.2a-7 and repurchase agreements that are collateralized by such U.S. Government securities; and

- (c) which has:
 - (i) attained the highest ranking or the highest letter and numerical rating of a nationally recognized statistical rating organization; or
 - (ii) retained an investment advisor registered or exempt from registration with the Securities and Exchange Commission pursuant to the "Investment Advisors Act of 1940" 15 U.S.C. sec. 80b-1 et seq., with experience investing in U.S. Government securities for at least the most recent past 60 months and with assets under management in excess of \$500 million.

Local Government Investment Pool. An investment pool:

- (a) which is managed in accordance with 17 C.F.R. sec. 270.2a-7;
- (b) which is rated in the highest category by a nationally recognized statistical rating organization;
- (c) which is limited to U.S. Government securities that meet the definition of an eligible security pursuant to 17 C.F.R. sec. 270.2a-7 and repurchase agreements that are collateralized by such U.S. Government securities;
- (d) which is in compliance with rules adopted pursuant to the "Administrative Procedure Act," P.L. 1968, c.410 (c.2:14B-1 et seq.) by the Local Finance Board of the Division of Local Government Services in the Department of Community Affairs, which rules shall provide for disclosure and reporting requirements, and other provisions deemed necessary by the board to provide for the safety, liquidity and yield of the investments;
- (e) which does not permit investments in instruments that are: subject to high price volatility with changing market conditions; cannot reasonably be expected at the time of interest rate adjustment, to have a market value that approximates their par value; or utilize an index that does not support a stable net asset value; and
- (f) which purchases and redeems investments directly from the issuer, government money market mutual fund, or the State of New Jersey Cash Management Fund, or through the use of a national or State bank located within this State, or through a broker-dealer which, at the time of purchase or redemption, has been registered continuously for a period of at least two years pursuant to section 9 of P.L. 1967 c.9 (C.49:3-56) and has at least \$25 million in capital stock (or equivalent capitalization if not a corporation), surplus reserves for contingencies and undivided profits, or through a securities dealer who makes primary markets in the U.S. Government securities and reports daily to the Federal Reserve Bank of New York its position in and borrowing on such U.S. Government securities.

VII. SAFEKEEPING CUSTODY PAYMENT AND ACKNOWLEDGEMENT OF RECEIPT OF PLAN.

To the extent that any Deposit or Permitted Investment involves a document or security which is not physically held by the County of Gloucester, then such instrument or security shall be covered by the custodial agreement with an independent third party, which shall be a bank or financial institution in the State of New Jersey. Such institution shall provide for the designation of such investments in the name of the county of Gloucester to assure that there is no authorization use of the funds or the Permitted Investments or Deposits. Purchase of any Permitted Investments that involve securities shall be executed by a "delivery versus payment" method to insure that such Permitted Investments are either received by the County of Gloucester or by a third party custodian prior to or upon the release of the County's funds.

To assure that all parties with whom the County of Gloucester deals either by way of Deposits or Permitted Investments are aware of the authority and the limits set forth in this Plan, all such parties shall be supplied with a copy of this Plan in writing, a copy of which shall be on file with the Designated Official.

VIII. REPORTING REQUIREMENTS.

On the first day of each month during which this Plan is in effect, the Designated Official referred to in Section III hereof shall supply to the governing body of the County of Gloucester a written report of any Deposits or Permitted Investments made pursuant to this Plan, which shall include, at a minimum, the following information:

- A. The name of the institution holding funds of the County of Gloucester as a Deposit or a Permitted Investment.
- B. The amount of securities or Deposits purchased or sold during the immediately preceding month.

- C. The class or type of securities purchased or Deposits made.
- D. The book value of such Deposits or Permitted Investments.
- E. The earned income on such Deposits or Permitted Investments. To the extent that such amounts are actually earned at maturity, this report shall provide an accrual of such earnings during the immediately preceding month.
- F. The fees incurred to undertake such Deposits or Permitted Investments.
- G. The market value of all Deposits or Permitted Investments as of the end of the immediately preceding month.
- H. All other information which may be deemed reasonable from time to time by the governing body of the County of Gloucester.

IX. TERM OF PLAN.

This Plan shall be in effect from January 1, 2014 to December 31, 2014. Attached to this Plan is a resolution of the governing body of the County of Gloucester approving this Plan for such period of time. The Plan may be amended from time to time. To the extent that any amendment is adopted by the Board of Freeholders, the Designated Officials is directed to supply copies of the amendments to all of the parties who otherwise have received the copy of the originally approved Plan, which amendment shall be acknowledged in writing in the same manner as the original Plan was so acknowledged.

8

**RESOLUTION AUTHORIZING A CONTRACT WITH NICK L. PETRONI, CPA,
RMA, T/A PETRONI & ASSOCIATES, FOR PROFESSIONAL ACCOUNTING
SERVICES FROM JULY 1, 2014 TO JUNE 30, 2015, WHICH CONTRACT SHALL BE
OPEN ENDED WITH A MINIMUM CONTRACT AMOUNT OF ZERO AND A
MAXIMUM CONTRACT AMOUNT OF \$120,000.00**

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

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

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

WHEREAS, the contract shall be for estimated units of service, with a minimum contract amount of Zero and a maximum contract amount of \$120,000.00. Petroni shall be paid at the following hourly rates: \$170.00 for Nick L. Petroni; \$150.00 for RMA and/or CPA; \$135.00 for Senior Accountant; \$101.00 for Staff Accountant; \$68.00 for Paraprofessional and \$52.00 for Clerical/Secretarial Staff. The contract is therefore open ended, which does not obligate the County of Gloucester to make any purchase; and, therefore, no Certificate of Availability of Funds is required at this time; and

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

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

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the Director of the Board is hereby authorized to execute and the Clerk of the Board is hereby authorized to attest to the contract between the County and Petroni, for professional accounting services for the period beginning July 1, 2014 and concluding June 30, 2015, for a minimum contract amount of zero and a maximum contract amount of \$120,000.00. Petroni shall be paid at the following hourly rates: \$170.00 for Nick L. Petroni; \$150.00 for RMA and/or CPA; \$135.00 for Senior Accountant; \$101.00 for Staff Accountant; \$68.00 for Paraprofessional and \$52.00 for Clerical/Secretarial Staff; and

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

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

ADOPTED at the Annual Stated Meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Friday, January 3, 2014, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

8

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

THIS CONTRACT is made effective this 1st day of July, 2014, by and between **THE COUNTY OF GLOUCESTER**, a body politic and corporate, with offices in Woodbury, New Jersey, (hereinafter referred to as "**County**"), and **NICK L. PETRONI, CPA, RMA, T/A PETRONI & ASSOCIATES**, (Sole Proprietorship) with offices at 21 West High Street, Glassboro, NJ 08028, (hereinafter referred to as "**Vendor**").

RECITALS

WHEREAS, there exists a need by the County of Gloucester for professional accounting services; and

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

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

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

TERMS OF AGREEMENT

1. **TERM.** The term of the contract shall be for the period beginning July 1, 2014 and concluding June 30, 2015.
2. **COMPENSATION.** Contract shall be for estimated units of service, with the minimum contract amount of zero and a maximum contract amount of \$120,000.00. Vendor shall be paid at the following hourly rates: \$170.00 for Nick L. Petroni; \$150.00 for RMA and/or CPA; \$135.00 for Senior Accountant; \$101.00 for Staff Accountant; \$68.00 for Paraprofessional and \$52.00 for Clerical/Secretarial Staff.

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

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

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

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

3. DUTIES OF VENDOR. The specific duties of the Vendor shall be as set forth in the County's RFP #14-005, and Vendor's responsive proposal, dated November 12, 2013, which are incorporated in their entirety and made a part of this Contract. Should there occur a conflict between this form of contract and RFP #14-005, this contract shall prevail.

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

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

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

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

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

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

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

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

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

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

A. Pursuant to the termination provisions set forth in RFP# 14-005, which are specifically referred to and incorporated herein by reference.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

21. **CONTRACT PARTS.** This Contract consists of this Contract document, RFP #14-005 issued by the County of Gloucester and Vendor's responsive proposal dated November 12, 2013. Should there occur a conflict between this form of contract and the County's RFP #14-005, then this Contract shall prevail. If there should occur a conflict between this Contract or RFP #14-005 issued by the County of Gloucester and the Vendor's Proposal dated November 12, 2013, then this Contract or the RFP, as the case may be, shall prevail.

THIS CONTRACT is effective as of this 1st day of July, 2014.

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

ATTEST:

COUNTY OF GLOUCESTER

ROBERT N. DILELLA, CLERK

BY: _____
ROBERT M. DAMMINGER,
DIRECTOR

WITNESS:

BY: _____
NICK L. PETRONI, CPA, RMA

RESOLUTION AUTHORIZING A CONTRACT WITH PARKER MCCAY, P.A. FOR PROFESSIONAL BOND COUNSEL LEGAL SERVICES AND OTHER LEGAL SERVICES OF A SPECIALIZED NATURE FROM JANUARY 1, 2014 TO DECEMBER 31, 2014, WHICH CONTRACT SHALL BE OPEN ENDED WITH A MINIMUM CONTRACT AMOUNT OF ZERO AND A MAXIMUM CONTRACT AMOUNT OF \$200,000.00

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

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

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

WHEREAS, the contract shall be for estimated units of service, with a minimum contract amount of Zero and a maximum contract amount of \$200,000.00 for the following hourly rates: \$95.00 for paralegals; \$165.00 to \$220.00 for associates; \$225.00 to \$265.00 for senior associates/counsel/of counsel and \$255.00 to \$275.00 for shareholders; and

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

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

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

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the Director of the Board is hereby authorized to execute and the Clerk of the Board is hereby authorized to attest to the contract between the County of Gloucester and Parker McCay, P.A., for the provision of professional bond counsel legal services and other legal services of a specialized nature for the period beginning January 1, 2014 and concluding December 31, 2014, for a minimum contract amount of zero and a maximum contract amount of \$200,000.00 at the following hourly rates: \$95.00 for paralegals; \$165.00 to \$220.00 for associates; \$225.00 to \$265.00 for senior associates/counsel/of counsel and \$255.00 to \$275.00 for shareholders; and

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

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

ADOPTED at the Annual Stated Meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Friday, January 3, 2014, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

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

THIS CONTRACT is made effective this 1st day of January, 2014, by and between **COUNTY OF GLOUCESTER**, a body politic and corporate, with offices in Woodbury, New Jersey, (hereinafter referred to as "**County**"), and **PARKER MCCAY, P.A.**, with offices at 9000 Midlantic Drive, Suite 300, Mt. Laurel, New Jersey 08054-1539, (hereinafter referred to as "**Attorney**").

RECITALS

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

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

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

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

TERMS OF AGREEMENT

1. **TERM.** The term of the contract shall be for the period beginning January 1, 2014 and concluding December 31, 2014.

2. **COMPENSATION:**

A. Contract shall be for estimated units of services, with the minimum contract amount of zero and a maximum contract amount of \$200,000.00 for the following hourly rates: \$95.00 for paralegals; \$165.00 to \$220.00 for associates; \$225.00 to \$265.00 for senior associates/counsel/of counsel and \$255.00 to \$275.00 for shareholders, as per the RFP submitted by Vendor dated November 8, 2013.

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

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

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

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

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

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

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

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

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

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

3. **DUTIES OF ATTORNEY.** The specific duties of the Attorney shall be as set forth in the RFP #14-001 and Attorney's responsive proposal dated November 8, 2013, which are incorporated in their entirety and made a part of this Contract. Should there occur a conflict between this form of contract and RFP #14-001, this contract shall prevail.

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

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

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

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

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

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

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

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

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

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

A. Pursuant to the termination provisions set forth in the RFP#14-001, which are specifically referred to and incorporated herein by reference.

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

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

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

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

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

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

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

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

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

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

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

12. **METHODS OF WORK.** Attorney agrees that in performing its work, it shall employ such methods or means as will not cause any interruption or interference with the operations of County or infringe on the rights of the public.
13. **NON-WAIVER.** The failure by the County to enforce any particular provision of this Contract, or to act upon a breach of this Contract by Attorney, shall not operate as or be construed as a waiver of any subsequent breach, nor a bar to any subsequent enforcement.
14. **PARTIAL INVALIDITY.** In the event that any provision of this Contract shall be or become invalid under any law or applicable regulation, such invalidity shall not affect the validity or enforceability of any other provision of this Contract.
15. **CHANGES.** This Contract may be modified by approved change orders, consistent with applicable laws, rules and regulations. The County, without invalidating this Contract, may order changes consisting of additions, deletions, and/or modifications, and the contract sum shall be adjusted accordingly. This Contract and the contract terms may be changed only by change order. The cost or credit to the County from change in this Contract shall be determined by mutual agreement before executing the change involved.
16. **NOTICES.** Notices required by this Contract shall be effective upon mailing of notice by regular and certified mail to the addresses set forth above, or by personal service, or if such notice cannot be delivered or personally served, then by any procedure for notice pursuant to the Rules of Court of the State of New Jersey.
17. **COMPLIANCE WITH APPLICABLE LAW.** Attorney shall at all times during the course of the effective period of this Contract comply with and be subject to all applicable laws, rules and regulations of the State of New Jersey and of any other entity having jurisdiction pertaining to the performance of Attorney's services.
18. **INDEPENDENT CONTRACTOR STATUS.** The parties acknowledge that Attorney is an independent contractor and is not an agent of the County.
19. **CONFIDENTIALITY.** Attorney agrees not to divulge or release any information, reports, or recommendations developed or obtained in connection with the performance of this Contract, during the term of this Contract, except to authorized County personnel or upon prior approval of the County.
20. **BINDING EFFECT.** This Contract shall be binding on the undersigned and their successors and assigns.
21. **CONTRACT PARTS.** This Contract consists of this Contract document, RFP#14-001 issued by the County of Gloucester and Attorney's responsive proposal dated November 8, 2013. Should there occur a conflict between this form of contract and RFP#14-001 and the Attorney's responsive Proposal dated November 8, 2013, then this Contract shall prevail. If there should occur a conflict between either this form of Contract or RFP#14-001 and the Attorney's responsive proposal dated November 8, 2013, then this Contract or the RFP, as the case may be, shall prevail.

THIS CONTRACT is effective as of this 1st day of January, 2014.

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

ATTEST:

COUNTY OF GLOUCESTER

ROBERT N. DILELLA, CLERK

BY: _____
ROBERT M. DAMMINGER,
DIRECTOR

ATTEST:

PARKER MCCAY, P.A.

BY: _____
PHILIP A. NORCROSS, MANAGING
SHAREHOLDER AND CHIEF
EXECUTIVE OFFICER

RESOLUTION AUTHORIZING A CONTRACT WITH BROWN AND CONNERY, LLP FOR PROFESSIONAL LABOR ATTORNEY LEGAL SERVICES AND OTHER LEGAL SERVICES OF A SPECIALIZED NATURE FROM JANUARY 1, 2014 TO DECEMBER 31, 2014, WHICH CONTRACT SHALL BE OPEN ENDED WITH A MINIMUM CONTRACT AMOUNT OF ZERO AND A MAXIMUM CONTRACT AMOUNT OF \$175,000.00

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

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

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

WHEREAS, the contract shall be for estimated units of service, with a minimum contract amount of zero and a maximum contract amount of \$175,000.00 at the hourly rate of \$195.00 for attorneys' fees and \$95.00 for law clerks and paralegals. The contract is therefore open ended, which does not obligate the County of Gloucester to make any purchase; and therefore, no Certificate of Availability of Funds is required at this time; and

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

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

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the Director of the Board is hereby authorized to execute and the Clerk of the Board is hereby authorized to attest to the contract with Brown and Connery, LLP, for the provision of professional labor attorney legal services and other services of a specialized nature from January 1, 2014 to December 31, 2014, for a minimum contract amount of zero and a maximum contract amount of \$175,000.00 at the hourly rate of \$195.00 for attorneys' fees and \$95.00 for law clerks and paralegals; and

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

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

ADOPTED at the Annual Stated Meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Friday, January 3, 2014, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

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

THIS CONTRACT is made effective this 1st day of January, 2014, by and between **THE COUNTY OF GLOUCESTER**, a body politic and corporate, with offices in Woodbury, New Jersey, (hereinafter referred to as "**County**"), and **BROWN & CONNERY, LLP**, (a limited liability partnership) with offices at 360 Haddon Avenue, Westmont, NJ 08108, (hereinafter referred to as ("**Attorney**")).

RECITALS

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

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

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

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

TERMS OF AGREEMENT

1. **TERM.** The term of the contract shall be for the period beginning January 1, 2014 and concluding December 31, 2014.

2. **COMPENSATION AND BILLING.**

A. Contract shall be for estimated units of services, with the minimum contract amount of zero and a maximum contract amount of \$175,000.00, as more specifically described in the RFP submitted by Attorney dated November 12, 2013. Attorney shall be paid an hourly rate of \$195.00 for attorneys' fees and \$95.00 for law clerks and paralegals for all such services.

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

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

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

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

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

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

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

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

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

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

3. **DUTIES OF ATTORNEY.** The specific duties of the Attorney shall be as set forth in the RFP#14-004 and Attorney's responsive proposal dated November 12, 2013, which are incorporated in their entirety and made a part of this contract. Should there occur a conflict between this form of contract and the RFP#14-004, this contract shall prevail.

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

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

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

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

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

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

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

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

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

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

A. Pursuant to the termination provisions set forth in RFP#14-004, which are specifically referred to and incorporated herein by reference.

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

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

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

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

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

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

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

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

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

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

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

12. **METHODS OF WORK.** Attorney agrees that in performing its work, it shall employ such methods or means as will not cause any interruption or interference with the operations of County or infringe on the rights of the public.
13. **NON-WAIVER.** The failure by the County to enforce any particular provision of this Contract, or to act upon a breach of this Contract by Attorney, shall not operate as or be construed as a waiver of any subsequent breach, nor a bar to any subsequent enforcement.
14. **PARTIAL INVALIDITY.** In the event that any provision of this Contract shall be or become invalid under any law or applicable regulation, such invalidity shall not affect the validity or enforceability of any other provision of this Contract.
15. **CHANGES.** This Contract may be modified by approved change orders, consistent with applicable laws, rules and regulations. The County, without invalidating this Contract, may order changes consisting of additions, deletions, and/or modifications, and the contract sum shall be adjusted accordingly. This Contract and the contract terms may be changed only by change order. The cost or credit to the County from change in this Contract shall be determined by mutual agreement before executing the change involved.
16. **NOTICES.** Notices required by this Contract shall be effective upon mailing of notice by regular and certified mail to the addresses set forth above, or by personal service, or if such notice cannot be delivered or personally served, then by any procedure for notice pursuant to the Rules of Court of the State of New Jersey.
17. **COMPLIANCE WITH APPLICABLE LAW.** Attorney shall at all times during the course of the effective period of this Contract comply with and be subject to all applicable laws, rules and regulations of the State of New Jersey and of any other entity having jurisdiction pertaining to the performance of Attorney's services.
18. **INDEPENDENT CONTRACTOR STATUS.** The parties acknowledge that Attorney is an independent contractor and is not an agent of the County.
19. **CONFIDENTIALITY.** Attorney agrees not to divulge or release any information, reports, or recommendations developed or obtained in connection with the performance of this Contract, during the term of this Contract, except to authorized County personnel or upon prior approval of the County.
20. **BINDING EFFECT.** This Contract shall be binding on the undersigned and their successors and assigns.
21. **CONTRACT PARTS.** This Contract consists of this Contract document, RFP#14-004 issued by the County of Gloucester and Attorney's responsive Proposal dated November 12, 2013. Should there occur a conflict between this form of contract and RFP #14-004, this contract shall prevail. Should there occur a conflict between this Contract or RFP #14-004 and the Attorney's responsive Proposal dated November 12, 2013, then this Contract or RFP #14-004, as the case may be, shall prevail.

THIS CONTRACT is effective as of this 1st day of January, 2014.

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

ATTEST:

COUNTY OF GLOUCESTER

ROBERT N. DILELLA, CLERK

BY: _____
ROBERT M. DAMMINGER,
DIRECTOR

ATTEST:

BROWN & CONNERY, LLP

BY: _____
WILLIAM M. TAMBUSI, PARTNER

11

**RESOLUTION AUTHORIZING A CONTRACT WITH PHOENIX ADVISORS, LLC,
FOR PROFESSIONAL FINANCIAL ADVISOR SERVICES FROM JANUARY 1, 2014,
TO DECEMBER 31, 2014, WHICH CONTRACT SHALL BE OPEN ENDED WITH A
MINIMUM CONTRACT AMOUNT OF ZERO AND A MAXIMUM CONTRACT
AMOUNT OF \$50,000.00**

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

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

WHEREAS, the evaluation, based on the established criteria, concluded that Phoenix Advisors, LLC, with offices at 4 West Park Street, Bordentown, NJ 08505, made the most advantageous proposal; and

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

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

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

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the Director of the Board is hereby authorized to execute and the Clerk of the Board is hereby authorized to attest to the contract between the County of Gloucester and Phoenix Advisors, LLC, for the provision of professional financial advisor services for the period beginning January 1, 2014 and concluding December 31, 2014, for a minimum contract amount of zero and a maximum contract amount of \$50,000.00, at the following hourly rates: \$175.00 for Chief Executive Officer; \$150.00 for Managing Director and \$95.00 for Associate/Analyst; and

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

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

ADOPTED at the Annual Stated Meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Friday, January 3, 2014 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

11

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

THIS CONTRACT is made effective this 1st day of January, 2014, by and between **THE COUNTY OF GLOUCESTER**, a body politic and corporate, with offices in Woodbury, New Jersey, (hereinafter referred to as "**County**"), and **PHOENIX ADVISORS, LLC**, (a Limited Liability Company) with offices at 4 West Park Street, Bordentown, New Jersey 08505, (hereinafter referred to as "**Vendor**").

RECITALS

WHEREAS, there exists a need by the County of Gloucester for professional financial advisor services; and

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

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

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

TERMS OF AGREEMENT

1. **TERM**. The term of the contract shall be for the period beginning January 1, 2014 and concluding December 31, 2014.
2. **COMPENSATION**. Contract shall be for estimated units of service, with the minimum contract amount of zero and a maximum contract amount of \$50,000.00, at the following hourly rates: \$175.00 for Chief Executive Officer; \$150.00 for Managing Director; and \$95.00 for Associate/Analyst as per the RFP submitted by Vendor dated November 15, 2013.

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

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

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

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

3. DUTIES OF VENDOR. The specific duties of the Vendor shall be as set forth in the RFP #14-006, and Vendor's responsive proposal dated November 15, 2013, which are incorporated in their entirety and made a part of this Contract. Should there occur a conflict between this form of contract and RFP #14-006, this contract shall prevail.

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

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

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

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

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

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

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

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

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

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

A. Pursuant to the termination provisions set forth in RFP #14-006, which are specifically referred to and incorporated herein by reference.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

21. **CONTRACT PARTS.** This Contract consists of this Contract document, RFP #14-006 issued by the County of Gloucester and Vendor's responsive proposal dated November 15, 2013. Should there occur a conflict between this form of contract and the County's RFP #14-006 and Vendor's responsive Proposal dated November 15, 2013, then this Contract shall prevail. Should there occur a conflict between this Contract or the RFP #14-006 and the Vendor's responsive Proposal dated November 15, 2013, this Contract or the RFP, as the case may be, shall prevail.

THIS CONTRACT is effective as of this 1st day of January, 2014.

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

ATTEST:

COUNTY OF GLOUCESTER

ROBERT N. DILELLA, CLERK

BY: _____
ROBERT M. DAMMINGER,
DIRECTOR

ATTEST:

PHOENIX ADVISORS, LLC

BY: _____
DAVID B. THOMPSON, CHIEF
EXECUTIVE OFFICER

RESOLUTION AUTHORIZING A CONTRACT WITH WEIR & PARTNERS, LLP, FOR THE PROVISION OF A COUNTY HEARING OFFICER AND OTHER LEGAL SERVICES OF A SPECIALIZED NATURE FROM JANUARY 1, 2014 TO DECEMBER 31, 2014, WHICH CONTRACT SHALL BE OPEN ENDED WITH A MINIMUM CONTRACT AMOUNT OF ZERO AND A MAXIMUM CONTRACT AMOUNT OF \$15,000.00

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

WHEREAS, it has been determined that these services shall be provided by John Eastlack of Weir & Partners, LLP, with offices at Suite 310, Liberty View Bldg., 457 Haddonfield Road, Cherry Hill, New Jersey 08002 for a minimum contract amount of Zero and a maximum contract amount of \$15,000.00 for the period from January 1, 2014 and concluding December 31, 2014; and

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

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

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that the Director of the Board and the Clerk of the Board are hereby authorized to execute the Contract with Weir & Partners, LLP, for the provision of County Hearing Officer and for other legal services of a specialized nature at the rate of \$150.00 per hour for a minimum contract amount of Zero and a maximum contract amount of \$15,000.00 for the period from January 1, 2014 to December 31, 2014; and

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

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

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

ADOPTED at the Annual Stated Meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Friday, January 3, 2014, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

12

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

THIS CONTRACT is made effective this 1st day of January, 2014, by and between **THE COUNTY OF GLOUCESTER**, a body politic and corporate, with offices in Woodbury, New Jersey, hereinafter referred to as "**County**", and **WEIR & PARTNERS, LLP**, with offices at Suite 310, Liberty View Bldg., 457 Haddonfield Road, Cherry Hill, New Jersey 08002, hereinafter referred to as "**Attorney**".

RECITALS

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

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

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

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

TERMS OF AGREEMENT

1. **TERM.** The term of the contract shall be for the period beginning January 1, 2014 and concluding December 31, 2014.

2. **COMPENSATION AND BILLING.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

THIS CONTRACT is effective as of this 1st day of January, 2014.

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

ATTEST:

COUNTY OF GLOUCESTER

ROBERT N. DILELLA, CLERK

BY: _____
ROBERT M. DAMMINGER,
DIRECTOR

WITNESS:

WEIR & PARTNERS, LLP

BY: _____

(Please Print Name)

RESOLUTION REAPPOINTING GARY SCHWARZ AS TREASURER FOR THE COUNTY OF GLOUCESTER FROM MARCH 19, 2014 AND TERMINATING MARCH 18, 2017 AND AUTHORIZING EMPLOYMENT CONTRACT

WHEREAS, the term of GARY SCHWARZ, the Treasurer of the County of Gloucester, expires on March 18, 2014; and

WHEREAS, New Jersey Statutes provide for the appointment of a Treasurer of the County of Gloucester for a term of three (3) years; and

WHEREAS, on January 4, 2013, Gary Schwarz was appointed Chief Financial Officer with a term ending December 31, 2016. The correct term for Gary Schwarz as Chief Financial Officer should conclude December 31, 2015.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that Gary Schwarz is hereby appointed as Treasurer of the County of Gloucester for a three (3) year term commencing March 19, 2014 and terminating March 18, 2017, or until such time as a replacement has been named, at a salary to be determined by the Board of Chosen Freeholders of the County of Gloucester consistent with the terms and conditions of the employment contract between the County of Gloucester and GARY SCHWARZ; and

BE IT FURTHER RESOLVED, that the Director of the Board and the Clerk of the Board are hereby authorized to execute the contract for employment with Gary Schwarz; and

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

ADOPTED at the Annual Stated Meeting of the Board of Chosen Freeholders of the County of Gloucester and State of New Jersey held on Friday, January 3, 2014, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

**CONTRACT FOR EMPLOYMENT BY AND BETWEEN THE COUNTY OF
GLOUCESTER AND GARY SCHWARZ COMMENCING MARCH 19, 2014 TO
MARCH 18, 2017**

THIS CONTRACT FOR EMPLOYMENT (hereinafter referred to as "Agreement"), is entered into the 19th day of March 2014, by and between the County of Gloucester, with its principal place of business at 2 South Broad Street, Woodbury, New Jersey 08096 (hereinafter referred to as the "County") and Gary Schwarz, of 115 Rolling Acre Drive, Glassboro, New Jersey 08028 (hereinafter referred to as "Schwarz").

WHEREAS, the County has agreed to employ Schwarz as the County Treasurer for County of Gloucester for a three (3) year term (3/19/14-3/18/17) in accordance with N.J.S.A. 40A:9-27; and

WHEREAS, Schwarz has agreed to serve as the County Treasurer for the County of Gloucester under the terms, conditions and compensation set forth in the Agreement:

NOW, THEREFORE, in consideration of mutual promises, terms and conditions set forth below, the County and Schwarz agree as follows:

1. **EMPLOYMENT OF SCHWARZ.** The County and Schwarz agree to accept to perform the duties of County Treasurer, and additional duties of Chief Financial Officer for the County of Gloucester. Schwarz agrees to devote himself to the duties of his office, performing faithfully as County Treasurer, as well as the position of Chief Financial Officer. Schwarz shall perform such duties as are prescribed by this Contract, the laws of the State of New Jersey, and rules and regulations of the Department of Community Affairs and of the County.
2. **TERM OF EMPLOYMENT.** Schwarz's employment shall be for a period of three (3) years commencing March 19, 2014. Schwarz shall devote such time as is necessary to perform the duties of all those offices. Schwarz shall attend all regular and special meetings of the County of Gloucester.
3. **SALARY.** Commencing March 19, 2014, as County Treasurer, Schwarz shall be paid an annual salary of \$171,947.00 and shall be eligible for reasonable salary increases based upon annual performance reviews. At no time, shall the County reduce Schwarz's salary to be less than the preceding annual salary. Schwarz will be paid an additional \$1.00 for his additional duties as Chief Financial Officer.
4. **VACATION DAYS.** Schwarz shall receive vacation in accordance with County Policy. Schwarz shall notify the Director of the Freeholder Board and the County Administrator as to the proposed dates of any vacation(s). Schwarz will be permitted to carry over days in accordance with County policy.

5. **SICK DAYS.** Schwarz shall receive and may accumulate sick days annually in accordance with County policy. The County shall be obligated to reimburse Schwarz for any unused sick days in accordance with County policy.
6. **ADMINISTRATIVE DAYS.** Schwarz shall receive Administrative leave days annually in accordance with County policy. The County shall not, however, be obligated to pay or reimburse Schwarz for any such unused Administrative days he may have at the end of his employment pursuant to this Agreement.
7. **HOLIDAYS.** Schwarz shall receive paid holidays annually in accordance with County policy.
8. **MEMBERSHIP DUES IN PROFESSIONAL ORGANIZATIONS.** The County shall pay and be responsible for Schwarz's dues in the organizations or licenses he maintains including seminar credits for said organizations or licenses. The County shall pay and be responsible for any reasonable cost associated with Schwarz's attendance at meetings or workshops which are related to his position as County Treasurer and provided further that such meetings or workshops are those which a County Treasurer would customarily attend.
9. **FRINGE BENEFITS.** Schwarz shall be a member of the Public Employees Retirement System and as such be entitled to benefits prescribed. In addition, Schwarz shall be provided with fringe benefits in accordance with the County's Human Resource Policy Manual and amendments thereto from time to time.
10. **AGREEMENT SUBJECT TO LAWS OF THE STATE OF NEW JERSEY.** This Agreement shall be subject to and shall be interpreted in accordance with the laws of the State of New Jersey.
11. **MODIFICATION OF AMENDMENT OF AGREEMENT.** This Agreement may only be validly amended or modified in writing signed by both Schwarz and the duly authorized representative of the County.

DATED: _____
COUNTY OF GLOUCESTER

ATTEST: _____
Robert M. Damminger, Freeholder Director

Robert N. DiLella, Clerk of Board

Gary Schwarz, County Treasurer

RESOLUTION REAPPOINTING MATTHEW P. LYONS AS COUNTY COUNSEL FOR THE COUNTY OF GLOUCESTER FROM JANUARY 1, 2014 TO DECEMBER 31, 2016 AND AUTHORIZING EMPLOYMENT CONTRACT

WHEREAS, the County of Gloucester previously created the position of full-time County Counsel; and

WHEREAS, the County previously appointed Matthew P. Lyons as Gloucester County Counsel beginning January 1, 2011 and concluding December 31, 2013; and

WHEREAS, said employment shall be consistent with the terms and provisions of the attached Contract for Employment made by and between the County and Mr. Lyons and shall be further consistent with the applicable provisions of the Gloucester County Personnel Policy. The compensation payable to Mr. Lyons shall be as determined by the Board of Chosen Freeholders.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that consistent with the terms and provisions of N.J.S. 40A:9-43, Matthew Lyons is hereby reappointed and shall continue to be employed by the County of Gloucester and to continue to serve as full-time County Counsel for the period beginning January 1, 2014 and concluding December 31, 2016 and that the terms and provisions of continuing employment shall be the same as the terms and provisions of the attached Contract for Employment made by and between Mr. Lyons and the County of Gloucester; and

BE IT FURTHER RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the Director is hereby authorized to execute and the Clerk is hereby authorized to attest to the Contract for Employment made by and between Mr. Lyons and the County of Gloucester for the period beginning January 1, 2014 and concluding December 31, 2016.

ADOPTED at the Annual Stated Meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Friday, January 3, 2014, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

CONTRACT FOR EMPLOYMENT BY AND BETWEEN THE COUNTY OF GLOUCESTER AND MATTHEW P LYONS COMMENCING JANUARY 1, 2014 TO DECEMBER 31, 2016

THIS CONTRACT FOR EMPLOYMENT (hereinafter referred to as "Agreement", first entered into the 1st day of January 2014, by and between the County of Gloucester, with its principal place of business at 2 South Broad Street, Woodbury, New Jersey 08096 (hereinafter referred to as "County") and Matthew P. Lyons of 2 Packer Court, Sewell, NJ 08080 (hereinafter referred to as "Lyons").

WHEREAS, the County has agreed to employ Lyons as the County Counsel for County of Gloucester for a 3 year term January 1, 2014 – December 31, 2016 in accordance with N.J.S.A. N.J.S. 40A:9-43; and

WHEREAS, Lyons has agreed to serve as the County Counsel for the County of Gloucester under the terms, conditions and compensation set forth in the Agreement:

NOW, THEREFORE, in consideration of mutual promises, terms and conditions set forth below, the County and Lyons agree as follows:

1. EMPLOYMENT OF LYONS. The County does hereby employ, engage, and hire Mr. Lyons as County Counsel for the County of Gloucester, and Mr. Lyons does hereby accept and agree to such employment. Consistent with the applicable laws, rules, regulations and authorities, Mr. Lyons shall perform the duties and obligations described in this Contract of Employment.

2. TERM OF EMPLOYMENT. Lyons's employment was reviewed and will be reappointed for a term of 3 years commencing January 1, 2014. Lyons shall devote such time as is necessary to perform the duties of all those offices. Lyons shall attend all regular and special meetings of the County of Gloucester.

3. SALARY. Commencing January 1, 2014 as County Counsel, Lyons shall be paid his annual salary commensurate to responsibilities of this position and shall be eligible for reasonable salary increases based upon annual performance reviews. At no time, shall the County reduce Lyons's salary to be less than the preceding annual salary.

4. VACATION DAYS. Lyons shall receive vacation in accordance with County Policy. Lyons shall notify the Director of the Freeholder Board as to the proposed dates of any vacation(s). Lyons will be permitted to carry over days in accordance with County policy. The County shall be obligated to reimburse or pay Lyons for any accrued vacation days he may have at the end of his employment in accordance with County policy.

5. **SICK DAYS.** Lyons shall receive and may accumulate sick days annually in accordance with County policy. The County shall be obligated to reimburse Lyons for any unused sick days in accordance with County policy.

6. **ADMINISTRATIVE DAYS.** Lyons shall receive Administrative leave days annually in accordance with County policy. The County shall not, however, be obligated to pay or reimburse Lyons for any such unused Administrative days he may have at the end of his employment pursuant to this Agreement.

7. **HOLIDAYS.** Lyons shall receive paid holidays annually in accordance with County policy.

8. **MEMBERSHIP DUES IN PROFESSIONAL ORGANIZATIONS.** The County shall pay and be responsible for Lyons's dues in the organizations or licenses he maintains including seminar credits for said organizations or licenses. The County shall pay and be responsible for any reasonable cost associated with Lyons's attendance at meetings or workshops which are related to his position as County Counsel and provided further that such meetings or workshops are those which a County Counsel would customarily attend.

9. **FRINGE BENEFITS.** Lyons shall be a member of the Public Employees Retirement System and as such be entitled to benefits prescribed. In addition, Lyons shall be provided with fringe benefits in accordance with the County's Human Resource Policy Manual and amendments thereto from time to time.

10. **AGREEMENT SUBJECT TO LAWS OF THE STATE OF NEW JERSEY.** This agreement shall be subject to and shall be interpreted in accordance with the laws of the State of New Jersey.

11. **MODIFICATION OF AMENDMENT OF AGREEMENT.** This Agreement may only be validly amended or modified in writing signed by both Lyons and the duly authorized representative of the County.

Attest/Date:

BOARD OF CHOSEN FREEHOLDERS

ROBERT N. DILELLA, CLERK

ROBERT M. DAMMINGER, DIRECTOR

Witness/Date:

MATTHEW P. LYONS, COUNTY COUNSEL

**RESOLUTION APPOINTING AN
EMERGENCY MANAGEMENT COORDINATOR**

WHEREAS, there exists the position of Emergency Management Coordinator for Gloucester County; and

WHEREAS, it is necessary to designate a qualified individual to serve in the capacity of Emergency Management Coordinator; and

WHEREAS, the appointment will be for a three year term.

NOW, THEREFORE, BE IT RESOLVED as follows:

1. The Board of Chosen Freeholders of the County of Gloucester does hereby appoint J. Thomas Butts to serve as Emergency Management Coordinator for a three (3) year term, effective upon adoption of this resolution and terminating October 15, 2016.

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

3. This resolution shall take effect immediately.

BE IT FURTHER RESOLVED that the position of Emergency Management Coordinator shall be unclassified and at such salary as the Board shall determine.

ADOPTED at the Annual Stated Meeting of the Board of Chosen Freeholders of the County of Gloucester held on Friday, January 3, 2014 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

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**RESOLUTION APPOINTING A DEPUTY FIRE MARSHAL
FOR THE COUNTY OF GLOUCESTER**

WHEREAS, CHARLES MURTAUGH has served the County of Gloucester in the past as Deputy Fire Marshal;

WHEREAS, it is in the best interests of the County of Gloucester to reappoint **CHARLES MURTAUGH** for a consecutive three year term.

NOW, THEREFORE, BE IT RESOLVED that **CHARLES MURTAUGH** be reappointed to a three year term commencing May 21, 2014 and expiring May 20, 2017; and

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

ADOPTED at the Annual Stated Meeting of the Board of Chosen Freeholders of the County of Gloucester held at Woodbury, New Jersey on Friday, January 3, 2014.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

**RESOLUTION DESIGNATING GLOUCESTER COUNTY PURCHASING AGENT
PETER MERCANTI AS GLOUCESTER COUNTY'S PUBLIC AGENCY
COMPLIANCE OFFICER AS REQUIRED BY THE NEW JERSEY
ADMINISTRATIVE CODE 17:27-3.2 FOR CALENDAR YEAR 2014**

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

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that Peter Mercanti, Gloucester County Purchasing Agent is hereby designated Gloucester County Public Agency Compliance Officer for the calendar year 2014; and

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

ADOPTED at the Annual Stated Meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Friday, January 3, 2014, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

**RESOLUTION ESTABLISHING THE OFFICIAL NEWSPAPERS
FOR THE COUNTY OF GLOUCESTER FOR THE YEAR 2014**

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

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

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

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

1. The SOUTH JERSEY TIMES, of 309 S. Broad Street, Woodbury, New Jersey is hereby named and designated as an official newspaper of record of the County of Gloucester for the year 2014;
2. The COURIER POST, situated at Cuthbert Boulevard and Hampton Road, Cherry Hill, New Jersey, is hereby named and designated an official newspaper of record of the County of Gloucester for the year 2014;

This resolution shall take effect immediately.

ADOPTED at the Annual Stated Meeting of the Board of Chosen Freeholders of the County of Gloucester held at Woodbury, New Jersey on Friday, January 3, 2014.



COUNTY OF GLOUCESTER

BY: _____
ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

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

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

WHEREAS, the appointments of **WEST JAY CANDLE, MICHAEL VISALLY, AND RUSSELL MARINO** to the Gloucester County Agricultural Development Board expire on March 21, 2014; and

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

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

SECTION 1: WEST JAY CANDLE, MICHAEL VISALLY, AND RUSSELL MARINO be reappointed to the Gloucester County Agricultural Development Board for four year terms commencing March 22, 2014 and terminating March 21, 2018.

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

ADOPTED at the Annual Stated Meeting of the Board of Chosen Freeholders of the County of Gloucester held at Woodbury, New Jersey on Friday, January 3, 2014.



COUNTY OF GLOUCESTER

ATTEST:

ROBERT M. DAMMINGER, DIRECTOR

ROBERT N. DILELLA, CLERK

**RESOLUTION APPOINTING A MEMBER TO THE
ANIMAL SHELTER ADVISORY COMMITTEE**

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

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

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

1. **DAWN LIPPINCOTT** is hereby appointed to serve as a member of the Animal Shelter Advisory Committee for a term of three years and commencing on March 7, 2014 and terminating on March 6, 2017;
2. Said appointment is subject to and contingent upon strict compliance by the appointee to all applicable State and County financial/ethical disclosure laws, rules, regulations and requirements.

ADOPTED at the Annual Stated Meeting of the Board of Chosen Freeholders of the County of Gloucester held on Friday, January 3, 2014, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

RESOLUTION APPOINTING MEMBERS TO THE BOARD OF EDUCATION OF THE SPECIAL SERVICES SCHOOL DISTRICT AND THE VOCATIONAL SCHOOL DISTRICT

WHEREAS, there currently exists a Board of Education of the Special Services School District and the Vocational School District of the County of Gloucester which provides valuable services to the Board of Chosen Freeholders and the County of Gloucester; and

WHEREAS, there currently exists a vacancy for two (2) members due to the resignations of Adam Taliaferro and Leona Mather; and

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

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

1. The County of Gloucester Board of Chosen Freeholders hereby authorizes the appointments of **JOHN ROBINSON and DONNA RAGONESE** to three year terms which term shall commence immediately and shall terminate on June 30, 2017.

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

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester and State of New Jersey held on Friday, January 3, 2014 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

22

**RESOLUTION APPOINTING A MEMBER TO THE
GLOUCESTER COUNTY COLLEGE BOARD OF TRUSTEES**

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

WHEREAS, a vacancy currently exists; and

WHEREAS, the Board of Chosen Freeholders desires to fill said vacancy, based upon the recommendations of the College Board of Trustees Search Committee recommendations.

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

1. **RUBY LOVE** is hereby appointed to the Gloucester County College Board of Trustees to serve a four year term commencing immediately and terminating on November 1, 2018.
2. Said appointments are subject to and contingent upon strict compliance by the appointee to all applicable State and County financial/ethical disclosure laws, rules, regulations and requirements.
3. This resolution shall take effect immediately.

ADOPTED at the Annual Stated Meeting of the Board of Chosen Freeholders of the County of Gloucester held at Woodbury, New Jersey on Friday, January 3, 2014.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

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

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

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

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

1. The following persons are hereby appointed to serve as members of the Gloucester County College Board of Trustees Search Committee for the year 2014:

PHILLIP TARTAGLIONE

VICKI MCCALL

DR. GERALDINE MARTIN

COLLEEN ARCHER

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

3. This resolution shall take effect immediately.

ADOPTED at the Annual Stated Meeting of the Board of Chosen Freeholders of the County of Gloucester held on Friday, January 3, 2014, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

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

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

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

WHEREAS, funds are available for this purpose.

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

1. **TED MILLER, JOSEPH CONBOY and ROBERT DEANGELO** are hereby appointed as members, to serve four (4) year terms, effective March 21, 2014 and terminating March 20, 2018;
2. **ROBERT A. DE ANGELO** is hereby appointed Chairman; **JOSEPH CONBOY** is hereby appointed Vice Chairman, and **JEANNE GIAMPOLA** is hereby appointed Secretary of the Construction Board of Appeals, effective January 1, 2014 and terminating December 31, 2014, at salaries to be determined by the Board of Chosen Freeholders of the County of Gloucester;
3. **SAID APPOINTMENTS** are subject to and contingent upon strict compliance by the Appointee with all applicable State and County financial/ethical disclosure laws, rules, regulations and requirements.

ADOPTED at the Annual Stated Meeting of the Board of Chosen Freeholders of the County of Gloucester held at Woodbury, New Jersey on Friday, January 3, 2014.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

25

RESOLUTION APPOINTING REPRESENTATIVES TO THE DELAWARE VALLEY REGIONAL PLANNING COMMISSION

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

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

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

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

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

ADOPTED at the Annual Stated Meeting of the Board of Chosen Freeholders of the County of Gloucester held on Friday, January 3, 2014 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

**RESOLUTION APPOINTING MEMBERS TO
THE DISABILITIES ADVISORY COUNCIL**

WHEREAS, the Board of Chosen Freeholders have approved the establishment of the Disabilities Advisory Council in order to assist in the provision of attendant and assessment services and payment for care to those disabled individuals of the County of Gloucester; and

WHEREAS, the Disabilities Advisory Council's members serve at the pleasure of the Board of Chosen Freeholders of the County of Gloucester; and

WHEREAS, the Board of Chosen Freeholders desires to name and appoint members to the Disabilities Advisory Council for the year 2014.

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

1. The following persons are designated as members of the Disabilities Advisory Council for the year 2014:

**NORWOOD ALLEN
JOYCE BURROWS
JOYCE FEDER
JIM KNEUBUEHL
RHONDA ROGERS
CLIFF SANDERS
KATHY VACZI**

**TOM BIANCO
DAVID CONTINO
EDWARD GREEN
ANA RIVERA
THERESA ROHLFING
FRANK SMITH**

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

3. This resolution shall take effect immediately.

ADOPTED at the Annual Stated Meeting of the Chosen Freeholders of the County of Gloucester held at Woodbury, New Jersey on Friday, January 3, 2014.



COUNTY OF GLOUCESTER

ATTEST:

ROBERT M. DAMMINGER, DIRECTOR

ROBERT N. DILELLA, CLERK

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

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

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

WHEREAS, the Board of Chosen Freeholders desires to name and appoint members to the Emergency Management Council for the year 2014.

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

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

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

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

3. This Resolution shall take effect immediately.

ADOPTED at the Annual Stated Meeting of the Board of Chosen Freeholders of the County of Gloucester held on Friday, January 3, 2014, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

28

**RESOLUTION APPOINTING THE FIRE COORDINATOR AND DEPUTIES
FOR THE COUNTY OF GLOUCESTER**

WHEREAS, in accordance with Emergency Deployment Act and the provisions set forth in N.J.S. 52:14E-15, the County Emergency Management Coordinator shall, in consultation with the Fire Chief's Association, submit the name of at least one candidate to the State Fire Coordinator for consideration as the County Fire Coordinator; and

WHEREAS, the name of Dennis Kappler has been submitted for approval and reappointment as County Fire Coordinator upon recommendation by the County Emergency Management Coordinator and the Gloucester County Fire Chief's Association; and

WHEREAS, Dennis Kappler is qualified to fulfill the duties of Fire Coordinator in areas including but not limited to: fire service resources management and coordination; preparation of County Emergency Operations Plan Fire Annex in conjunction with the County Emergency Management Coordinator and in accordance with the standards established by the State Office of Emergency Management; County fire mutual aid planning; continuation of training and education requirements; maintain a liaison with the supervisory representative of the forest fire service; and to request additional resources, all in accordance with and as set forth in N.J.S. 52:14E-15; and

WHEREAS, in concurrence with the Fire Chief's Association, the names of Edward Johnson, Eric Farley, Albert Silbaugh, William Ross and Ryan Pierson as to Deputy Coordinators have been submitted to the State to assist the County Fire Coordinator with the duties and responsibilities of his position and to serve as County Fire Coordinator in his absence.

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

1. That Dennis Kappler be and is here reappointed as Fire Coordinator of the County of Gloucester, and shall serve in said capacity for a three-year period commencing December 28, 2013 and concluding December 27, 2015 for the hereinabove purposes.
2. That five (5) Deputy Fire Coordinators be and are hereby reappointed, namely Edward Johnson, Eric Farley, Albert Silbaugh, William Ross and Ryan Pierson each to serve concurrently for the purposes set forth hereinabove.

ADOPTED at the Annual Stated Meeting of the Board of Chosen Freeholders of the County of Gloucester held on January 3, 2014 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ATTEST:

ROBERT M. DAMMINGER, DIRECTOR

ROBERT N. DILELLA, CLERK

29

**RESOLUTION APPOINTING MEMBERS TO THE HOUSING
AUTHORITY OF THE COUNTY OF GLOUCESTER**

WHEREAS, there exists vacancies on the Housing Authority of the County of Gloucester; and

WHEREAS, it is in the best interests of the County of Gloucester to appoint **BRENDEN GAROZZO AND WILLIAM BAIN** to a five year term commencing on April 22, 2014 and expiring on April 21, 2019;

NOW THEREFORE, BE IT RESOLVED that **BRENDEN GAROZZO AND WILLIAM BAIN** be appointed to the Housing Authority of Gloucester County; and

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

ADOPTED at the Annual Stated Meeting of the Board of Chosen Freeholders of the County of Gloucester held on Friday, January 3, 2014 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

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

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

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

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that the following persons serve on the Commission for the year 2014:

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

EX OFFICIO MEMBERS:

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

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

ADOPTED at the Annual Stated Meeting of the Board of Chosen Freeholders of the County of Gloucester held on Friday, January 3, 2014, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

RESOLUTION APPOINTING MEMBERS TO THE HUMAN SERVICES ADVISORY COUNCIL FOR GLOUCESTER COUNTY

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

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

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

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

SECTION 1. The Board of Chosen Freeholders of the County of Gloucester hereby appoints **Samuel Hudman, Sue Bergman, Robert Bamford, Phyllis Folk, Katherine Vaczi and Jere Hoffner** to the Human Services Advisory Council effective December 22, 2013 and terminating December 21, 2016.

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

SECTION 3. This resolution shall take effect immediately.

ADOPTED at the Annual Stated Meeting of the Board of Chosen Freeholders of the County of Gloucester held on Friday, January 3, 2014 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ATTEST:

ROBERT M. DAMMINGER, DIRECTOR

ROBERT N. DILELLA, CLERK

**RESOLUTION APPOINTING A MEMBER TO THE
GLOUCESTER COUNTY IMPROVEMENT AUTHORITY**

WHEREAS, there exists in the County of Gloucester the Gloucester County Improvement Authority; and

WHEREAS, the Board of Chosen Freeholders of the County of Gloucester desires to appoint an individual to serve a five year term.

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

1. **ADAM REID** be and is hereby appointed to a five year term on the Gloucester County Improvement Authority, said term to commence on February 2, 2014 and terminate on February 1, 2019.
2. Said appointment is subject to and contingent upon strict compliance by the appointee to all applicable State and County financial/ethical laws, rules, regulations, and requirements.
3. This Resolution shall take effect immediately.

ADOPTED at the Annual Stated Meeting of the Board of Chosen Freeholders of the County of Gloucester held on Friday, January 3, 2014, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

RESOLUTION APPOINTING A MEMBER TO THE INDUSTRIAL POLLUTION CONTROL FINANCE AUTHORITY

WHEREAS, there exists in the County of Gloucester the Gloucester County Industrial Pollution Control Finance Authority; and

WHEREAS, there currently exists a vacancy said Gloucester County Industrial Pollution Control Finance Authority beginning February 2, 2014; and

WHEREAS, the Board of Chosen Freeholders of the County of Gloucester desires to appoint an individual to serve said term.

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

1. **ANDREW CHAPKOWSKI** be and is hereby appointed to a five year term on the Industrial Pollution Control Finance Authority, said term to commence on February 2, 2014 and terminate on February 1, 2019;
2. Said appointment is subject to and contingent upon strict compliance by the appointee to all applicable State and County financial/ethical laws, rules, regulations, and requirements;
3. This Resolution shall take effect immediately.

ADOPTED at the Annual Stated Meeting of the Board of Chosen Freeholders of the County of Gloucester held on Friday, January 3, 2014 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

RESOLUTION APPOINTING MEMBERS AND A SECRETARY TO THE INSURANCE FUND COMMISSION

WHEREAS, the Board of Chosen Freeholders of the County of Gloucester has, by Ordinance finally adopted at the October 7, 2009 meeting of the Board, created the Gloucester County Insurance Fund Commission; and

WHEREAS, by the terms of said Ordinance, the Insurance Fund Commission shall consist of three officials of the County, who shall serve as Insurance Fund Commissioners; and

WHEREAS, pursuant to N.J.S. 40A:10-8, the Commissioners shall be appointed by the Board of Chosen Freeholders to serve consistent with the terms and provisions of the statute; and

WHEREAS, N.J.S. 40A:10-8, further provides that the Board shall appoint a person to serve as Secretary to the Insurance Fund Commission.

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

1. Gerald White, Deputy County Administrator; and Dean Sizemore, County Safety Officer and Tamarisk Jones, Director, Department of Health be and are hereby appointed Gloucester County Insurance Fund Commissioners;
2. Maria Rios be and is hereby appointed as the Secretary to the Gloucester County Insurance Fund Commission;
3. The Secretary shall serve at the pleasure of the Commission;
4. Each appointee shall hold office as a Commissioner for a term of two (2) years, or for the remainder of his/her term of office as an official, whichever shall be less, and until his/her successor shall have been duly appointed and qualified;
5. The Commissioners and Secretary shall serve without compensation for their service;
6. The appointment of each above named Commissioner and Secretary shall be effective on October 7, 2013.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Friday, January 3, 2014, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

RESOLUTION APPOINTING MEMBERS AS THE INSURANCE COMMISSION REPRESENTATIVES FOR GLOUCESTER COUNTY

WHEREAS, the Gloucester County Insurance Commission (hereinafter "GCIC") is duly constituted as an Insurance Commission pursuant to N.J.S.A. 40A:10-6 et seq; and

WHEREAS, the GCIC has previously adopted Rules and Regulations per resolution March 10, 2010; and

WHEREAS, the County is a participating member of the GCIC; and

WHEREAS, in accordance with said Rules and Regulations the GCIC has requested participating members designate a representative and alternate representative for attendance and participation in the GCIC meetings and other activities deemed necessary from time to time.

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

The following persons are designated as representative and alternate to the GCIC for the 2014 Fund Year:

1. Anthony Fiola (representative)
2. George Hayes (alternate)

ADOPTED at the Annual Stated Meeting of the Board of Chosen Freeholders of the County of Gloucester held on Friday, January 3, 2014 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

36

**RESOLUTION APPOINTING MEMBERS TO THE COUNTY EXCESS
LIABILITY FUND**

WHEREAS, the County of Gloucester is a member of the Joint Insurance Fund (the "NJCEIF") along with the County of Camden; and

WHEREAS, the County determined that it was in the best interest of the County to join with other counties to create the JIF for the purpose of securing certain insurance coverages; and

WHEREAS, the County has been advised by its insurance consultant that the NJCEIF was approved to become operational by the New Jersey Department of Banking and Insurance and the Department of Community Affairs; and

WHEREAS, the statutes and regulations governing the creation and operation of the NJCEIF contain restrictions and safeguards concerning the safe and efficient administration of the public interest entrusted to such a fund; and

WHEREAS, pursuant to N.J.S.A. 40A:10-37 the County, upon the establishment of the NJCEIF, is obligated to appoint a NJCEIF Commissioner and may appoint an alternate NJCEIF Commissioner.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that Gloucester County Deputy Administrator Gerald White is hereby appointed as the Gloucester County Commissioner to the County Excess Liability Fund to serve at the pleasure of the Gloucester County Board of Chosen Freeholders; and

BE IT FURTHER RESOLVED that County Counsel Matthew P. Lyons is hereby appointed as the Alternate Gloucester County Commissioner to the County Excess Liability Fund to serve at the pleasure of the Gloucester County Board of Chosen Freeholders.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Friday, January 3, 2014, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

RESOLUTION APPOINTING MEMBERS TO THE COUNTY
INTERAGENCY COORDINATING COUNCIL FOR CHILDREN

37

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

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

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that the following persons be appointed and serve as members of said Council for a one year term beginning January 1, 2014 and terminating December 31, 2014:

| | |
|---------------------|--------------------|
| CHARLES GOLDSTEIN | NICOLE STEMBERGER |
| ROBERT MARTS | JOHN ZUKAUSKAS |
| DEBORAH MIZRAHI | BEVERLY LYNCH |
| CHAPMAN VAIL | JENNIFER RODRIGUEZ |
| KEISH TUCKER | THERESA DIMITRI |
| RICK GAYDOS | NANCY CHARD-JONES |
| JOAN GERACI | CARIA DURAN |
| JUDY TOBIAS JOHNSON | MICHAEL DINDAK |
| ANA RIVERA | |

ADOPTED at the Annual Stated Meeting of the Board of Chosen Freeholders of the County of Gloucester held on Friday, January 3, 2014 in Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

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

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

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

WHEREAS, the Board of Chosen Freeholders desires to appoint persons to serve on the Local Advisory Committee on Alcohol and Drug Abuse for the year 2014.

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

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

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

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

3. This resolution shall take effect immediately.

ADOPTED at the Annual Stated Meeting of the Board of Chosen Freeholders of the County of Gloucester held on Friday, January 3, 2014 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

39

**RESOLUTION APPOINTING MEMBERS TO THE
LOCAL CITIZENS ADVISORY BOARD OF TRANSPORTATION**

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

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

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

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

1. The following persons are hereby appointed to the Gloucester County Local Citizens Transportation Advisory Committee to serve at the pleasure of the Board of Chosen Freeholders, for a term commencing January 1, 2014 and terminating December 31, 2014:

| | |
|--|--|
| Dennis Ledger DISABLED CONSUMER | Ronald Bowers 60+ DISABLED CONSUMER |
| Annette DiBartolomeo 60+ DISABLED CONSUMER | Dennis Cook, Alternate DISABILITY SPECIALIST |
| Robert Dazlich DISABLED CONSUMER | |
| Anna Marie Gonnella TRANSPORTATION PROF. | |
| Inez Nelson, Alternate DISABILITY SERVICES | |

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

3. This Resolution shall take effect immediately.

ADOPTED at the Annual Stated Meeting of the Board of Chosen Freeholders of the County of Gloucester held at Woodbury, New Jersey on Friday, January 3, 2014.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

40

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

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

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

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

1. The following persons are hereby appointed to serve as members of the Gloucester County Mental Health Board for three year terms commencing on January 1, 2014 and concluding on December 31, 2016:

JOHN KALNAS

REVERAND GEORGE FRANKLIN

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

4. This Resolution shall take effect immediately.

ADOPTED at the Annual Stated Meeting of the Board of Chosen Freeholders of the County of Gloucester held on Friday, January 3, 2014, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

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

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

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

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

1. **FREEHOLDER HEATHER SIMMONS** be and is hereby appointed to serve as a Voting Member to the New Jersey Association of Counties for calendar year 2014.
2. **FREEHOLDER FRANK DIMARCO** be and is hereby appointed to serve as the alternate to the New Jersey Association of Counties for calendar year 2014;
3. **FREEHOLDER ADAM TALIAFERRO** be and is hereby appointed to serve as the second alternate to the New Jersey Association of Counties for calendar year 2014;

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

ADOPTED at the Annual Stated Meeting by the Board of Chosen Freeholders of the County of Gloucester held on Friday, January 3, 2014 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

42

**RESOLUTION APPOINTING MEMBERS TO THE
PARK AND GOLF ADVISORY COUNCIL**

WHEREAS, there has been established a Parks and Golf Advisory Council for the County of Gloucester: and

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

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that the following persons serve on the Council for the year 2014:

- | | |
|----------------------|-------------------------|
| THOMAS BIANCO | JOHN DARAKLIS |
| DAVID YARNELL | MARGARET BONNER |
| GEORGE HUBBS | LISA CERNY |
| LOU DEECK | NICHOLAS BERCUTE |

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

ADOPTED at the Annual Stated Meeting of the Board of Chosen Freeholders of the County of Gloucester held on Friday, January 3, 2014, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

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

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

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

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

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

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

1. **TED BAMFORD, TIMOTHY COLLINS, ERNEST DORAZIO** are hereby appointed to the Gloucester County Planning Board as regular members and **ANNA MARIE ROSATO** is hereby appointed to the Gloucester County Planning Board as an alternate for three-year terms commencing January 1, 2014 and terminating December 31, 2016;

2. This Resolution shall take effect immediately.

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

ADOPTED at the Annual Stated Meeting of the Board of Chosen Freeholders of the County of Gloucester held on Friday, January 3, 2014, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

RESOLUTION APPOINTING MEMBERS TO THE GLOUCESTER COUNTY POLICE ACADEMY ADVISORY BOARD

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

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

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

That the following members are hereby appointed to the Gloucester County Police Academy Advisory Board as representatives of the following groups of individuals to serve at the pleasure of the Board with terms commencing January 1, 2014 and terminating December 31, 2014:

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

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

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

ADOPTED at the Annual Stated Meeting of the Board of Chosen Freeholders of the County of Gloucester held on Friday, January 3, 2014, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

RESOLUTION APPOINTING MEMBERS TO THE PUBLIC SAFETY COMMUNICATIONS EXPLORATORY COMMITTEE

WHEREAS, the County of Gloucester, along with several other regional counties, including but not limited to Salem, Camden, Burlington and Ocean, operates its public safety communications on a 500 MHz platform; and

WHEREAS, the recent migration of broadcast television to a digital format (DTV) has deteriorated public safety communications operating within the 500 – 512 MHz bandwidth in New Jersey; and

WHEREAS, there have been numerous recorded days of multiple documented communications interference in Gloucester County that were only relieved by shifting to a non digital television frequency range; and

WHEREAS, the interference and over load caused by broadcast television to safety frequency range channels has created a time lapse and potentially lack of quick response to First Responders in the field such as police, EMS and fire personnel; and

WHEREAS, the County of Gloucester has met with a congressional delegation and has been requesting federal funding and congressional help to build a 700 MHz communications system that averts interference and would only be used for public safety and not licensed for other stations; and

WHEREAS, the Board of Chosen Freeholders of the County of Gloucester created a Public Safety Communications Exploratory Committee to discuss various options and to promote the creation of a separate 700 MHz platform used only for public safety on February 15, 2012.

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

1. A Public Safety Communications Exploratory Committee was be created to discuss various options to create a separate 700 MHz platform to be used only for public safety.
2. The Committee shall reach out to the Federal Government, professionals and to specialized companies that are in the process of creating a communications network integrated with satellite coverage across the United States for a public frequency platform, not licensed for broadcast television.
3. The Committee shall reach out to the United States Department of Defense and Department of Transportation to discuss the practical solutions and to other counties such as Camden, who is currently under contract with Motorola to build a 700 MHz platform.
4. The Committee shall study and provide recommendation for implementing a safe and fair communications system for the future and submit a report to the Board of Chosen Freeholders of the County of Gloucester.
5. Members of the Committee will be chosen by the Board of Chosen Freeholders of the County of Gloucester; the Committee should consist of the following:
 1. Chief of Police Association – 3 members as designated by the President
 2. Fire Chief Association – 3 members as designated by the President
 3. Gloucester County Mayor’s Association President or his designee
 4. Gloucester County EMS Chief
 5. Gloucester County Emergency Response Director
 6. Gloucester County Freeholder Liaison of Emergency Management
 7. Gloucester County Administrator or his designee

ADOPTED at the Annual Stated Meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Friday, January 3, 2014, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

RESOLUTION APPOINTING MEMBERS TO THE SENIOR SERVICES ADVISORY BOARD

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

WHEREAS, the Board of Chosen Freeholders desires to appoint members to the Senior Services Advisory Board for the year 2014.

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

1. The following persons are hereby appointed to the Senior Services Advisory Board for terms commencing January 1, 2014 and terminating December 31, 2014:

**Jackie DeFrank
Lin Tenaglia
Claire Myers
Chester Randall
Joyce Nuneviller**

**Constance Fentress
Joan Rauch
Margaret Mendoza
Elizabeth McCullough
Janice Hill**

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

3. This Resolution shall take effect immediately.

ADOPTED at the Annual Stated Meeting of the Board of Chosen Freeholders of the County of Gloucester held at Woodbury, New Jersey on Friday, January 3, 2014.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

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

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

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

WHEREAS, the Board of Chosen Freeholders of the County of Gloucester does hereby appoint said Council to serve at the pleasure of the Board, for terms commencing on January 1, 2014 and concluding December 31, 2014.

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

FREEHOLDER LIAISON
JAMES McCALL
RICHARD POOL
DALE MILLER
RICK WESTERGAARD
JAMES F. MESSNER
ERIC AGREN

GREGORY SAWYER
DON SCHNEIDER
SCOTT NORCROSS
KEN ATKINSON
GERALD MICHAEL
JOE FERRARI

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

ADOPTED at the Annual Stated Meeting by the Board of Chosen Freeholders of the County of Gloucester held on Friday, January 3, 2014 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

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

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

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

NOW THEREFORE BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that the following persons serve on the Board for the year 2014;

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

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

ADOPTED at the Annual Stated Meeting by the Board of Chosen Freeholders of the County of Gloucester held on Friday, January 3, 2014 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

**RESOLUTION APPOINTING A MEMBER TO THE
GLOUCESTER COUNTY UTILITIES AUTHORITY**

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

WHEREAS, there will exist one (1) vacancy on the Gloucester County Utilities Authority.

NOW, THEREFORE BE IT RESOLVED by the Board of Chosen Freeholders that **WALTER BERGLUND** be and is hereby appointed as a member of the Authority to fill a five-year term, commencing February 2, 2014 and terminating February 1, 2019; and

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

ADOPTED at the Annual Stated Meeting by the Board of Chosen Freeholders of the County of Gloucester held on Friday, January 3, 2014 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED that the Gloucester County Board of Chosen Freeholders hereby names the following individuals to serve on the Gloucester County Veteran's Cemetery Advisory Board for the year 2014:

- FREEHOLDER GIUSEPPE (JOE) CHILA**
- FREEHOLDER ADAM TALIFERRO**
- DUANE SARMIENTO**
- JOSEPH MCCONOMY**
- ROBERT JONAS**

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

ADOPTED at the Annual Stated Meeting of the Board of Chosen Freeholders of the County of Gloucester held on Friday, January 3, 2014, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

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

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

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

WHEREAS the Board of Chosen Freeholders desires to appoint members to the Voting Accessibility Advisory Committee for the year 2014.

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

1. The following persons are hereby designated as members of the Gloucester County Voting Accessibility Advisory Committee, to serve at the pleasure of the Board of Chosen Freeholders for a term commencing January 1, 2014 and terminating December 31, 2014:

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

Mark Harris
Board of Elections
Bernadette Forward
Board of Elections
Leona Mather
ADA Trained Member

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

3. This Resolution shall take effect immediately.

ADOPTED at the Annual Stated Meeting of the Board of Chosen Freeholders of the County of Gloucester held on Friday, January 3, 2014, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

**RESOLUTION APPOINTING INDIVIDUALS TO THE GLOUCESTER COUNTY
COMMISSION FOR WOMEN**

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

WHEREAS, the Board of Chosen Freeholders desires to designate persons to serve on the Commission on Women.

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

1. The following persons are hereby appointed to serve as members of the Gloucester County Commission for Women each for three year terms commencing January 1, 2014 and terminating December 31, 2016:

**BARBARA PIQUET
GAIL SLIMM
BEVERLY RANTON WELLONS**

**LISA CERNY
MARGUERITE STUBBS
MARY JANE LOVE**

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

3. This Resolution shall take effect immediately.

ADOPTED at the Annual Stated Meeting of the Board of Chosen Freeholders of the County of Gloucester held at Woodbury, New Jersey on Friday, January 3, 2014.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

**RESOLUTION APPOINTING MEMBERS TO THE
WORKFORCE INVESTMENT BOARD**

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

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

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

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that the following individuals be appointed to serve as members of the Gloucester County Workforce Investment Board for a three-year term commencing on January 1, 2014 and terminating on December 31, 2016:

**MICHAEL DICKEN
ED SMITH
RICHARD E. GATEWOOD
LEONA MATHER
HOSEA JOHNSON
EDWARD GREEN
MARK WILGUS**

**DONALD NORCROSS
ROBERT DAMMINGER
STEVAN A. WOLF
WALT EMERLE
MUNCI BUCKALEW
TOM BIANCO
THOMAS FLETCHER**

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

ADOPTED at Annual Stated Meeting of the Board of Chosen Freeholders of the County of Gloucester held on Friday, January 3, 2014 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

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

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

WHEREAS, the Freeholders of the County of Gloucester are desirous of appointing members of the community to serve on said commission with terms commencing on January 1, 2014 and terminating on December 31, 2014.

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

Daniel Angelucci, Jr.,
Sue Ann Bergmann
Susan Buchwald
Guy Collins, Jr.
Sean Dalton
Michael Dindak
Janine Faulkner
Preston Forchion III
Jessica Froba
Charles Goldstein
Judy Johnson
Diane Macris
Jill Manson
Robert Miles
Walter Quint
Jennifer Rodriguez
Nicole Stemberger
Dr. Carole Ann Subotich
Robert Taylor
David Wentz
Jackie Williams

Amanda Batiz
Chad Bruner
Lisa Cerny
Jason Corter
Sonia Decencio
Shirley Douglas
Wanda Foglia
Rev. Dr. A.B. Frazier
Shannon Fuerneisen
Gloria Goode
Erin Klein
Judge Colleen Maier
James McBee
Mary Beth Monroe
Ken Ridinger
Dr. Kathleen Spinosi
Linda Strieter
Nancy Sweeney
Donna Waters
Michael Wiler

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

ADOPTED at the Annual Stated Meeting of the Board of Chosen Freeholders of the County of Gloucester held on Friday, January 3, 2014, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK