

AGENDA

7:30 p.m. Wednesday, May 7, 2014

Call to order

Salute to the flag

Open Public Meetings Statement

Roll Call

Changes to the Agenda

Approval of the regular meeting minutes from April 2, 2014 and April 16, 2014.

P-1 Proclamation recognizing the Pitman Basketball Team for winning the Division 1 Championship (Simmons) (to be presented)

P-2 Proclamation recognizing The Centennial of the Smith-Lever Act Establishing Cooperative Extension and signed on May 8, 1914. (DiMarco) (to be presented at a later date)

P-3 Proclamation proclaiming National Nurses Appreciation Week - May 6th – 12th. (Taliaferro) (to be presented at a later date)

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

DEPARTMENT OF ADMINISTRATION

**DIRECTOR DAMMINGER
FREEHOLDER CHILA**

A-1 RESOLUTION AUTHORIZING A CLOSED SESSION TO DISCUSS THE STATUS OF AND POSSIBLE LITIGATION PERTAINING TO THE CONTRACT DISPUTE REGARDING THE WEST DEPTFORD PILOT AGREEMENT.

The general nature of the subject to be discussed at the closed meeting of May 7, 2014 shall be the status of the above matter pursuant to N.J.S.A. 10:4-12(b)(7).

A-2 RESOLUTION AUTHORIZING AND CONFIRMING SETTLEMENT OF STATE TAX COURT TAX APPEAL COMPLAINTS OF PLAINTIFF, R&F DEPTFORD, LLC VS. DEPTFORD TOWNSHIP, DOCKET NUMBERS 009094-2012, 005668-2013.

The Plaintiff, R&F Deptford, LLC, represented by the law firm Cole, Schotz, Meisel, Forman & Leonard, PA, filed state tax appeals contesting the assessment on the subject property known as Block 5, Lot 21, and the parties through legal counsel and assessors and/or certified real estate appraisers engaged by the taxpayer and County have reached a resolution of the complaints, settling outstanding claims pursuant to N.J.S.A. 54:1-99, N.J.A.C. 18:17A-8.1. The value is being decreased as follows:

Tax Year	Original Assessment	Requested Tax Court Judgment
2012	\$8,879,500	\$8,679,500
2013	\$8,879,500	\$7,500,000
2014	\$8,879,500	\$7,000,000

A-3 RESOLUTION AUTHORIZING SETTLEMENT OF THE BAIL FORFEITURE MATTER ENTITLED STATE v. TOLGA TOP, BAIL NUMBERS GLO-0030250 AND GLO-0030251 FOR \$40,000.00.

This Resolution will authorize settlement of this matter wherein defendant has forfeited his bail and fled the country. Should the matter proceed to litigation, it would take a significant period of time to resolve and the expense to the County would be substantial. The Bail Bond Agency, DePersia Agency, has proposed a settlement with payment to the County in the amount of \$40,000.00 which would be cost effective for the County.

A-4 RESOLUTION AUTHORIZING THE COUNTY TO ACCEPT A PORTION OF PARADISE ROAD IN THE TOWNSHIP OF WEST DEPTFORD AND TURNING OVER A PORTION OF FRIARS BOULEVARD.

This Resolution will authorize action by the County to accept ownership of a portion of Paradise Road following West Deptford Council's formal passage of a resolution consenting to turn over control of said portion; and, in exchange, the County will relinquish control of a portion of Friars Boulevard to West Deptford Township.

A-5 RESOLUTION PROVIDING FOR THE INSERTION OF SPECIAL ITEMS OF REVENUE INTO THE 2014 BUDGET PURSUANT TO N.J.S.A. 40A:4-87.

- Sexual Assault Nurse Examiner Grant (SANE) - \$71,238.00 - This grant provides funding for part-time (24 hours per week) SANE/SART Coordinator to coordinate scheduling to provide 24 hr/seven days a week coverage for victims of sexual assault, scheduling of in-service training, new SANE nurse orientations and program management at both Inspira-Woodbury and at JFK-Washington Twp hospitals and all related duties.
- Underage Drinking Laws "Cops in Shops" - \$3,439.00 – This grant will reimburse various municipalities for placing undercover police officers in liquor stores. The officers will pose as cashiers and patrons and will be looking for minors and other individuals who purchase alcohol for minors. Special attention will be given to "high risk" time periods such as high school prom, graduation, holidays and summer weekends. Officer will be reimbursed a flat \$55/hr. The municipality will not be eligible to receive any fringe or administrative costs. There will be two to four officers per detail and each officer will work four hours, and seven details are expected during this time period.
- County Welfare Agency (CWA) Case Banking Equipment Grant - \$10,000.00 - This grant will provide for the purchase of specific equipment and supplies to be used by the Gloucester County Department of Social Services Income Maintenance Unit for the administration of case banking. The State has been in the process of having all CWA's switch over to case banking. Case banking allows any worker in the unit to handle a client's case instead of the prior method of assigning a case worker a range of clients. Case banking is meant to be more efficient and effective than prior practices. This system will also be a more compatible method of case processing with the State CASS computer system once it is rolled out.

A-6 RESOLUTION AUTHORIZING EXECUTION AND DELIVERY OF A SECOND EXTENSION TO THE EXISTING SHARED SERVICES AGREEMENT BETWEEN THE COUNTY AND THE SALEM COUNTY IMPROVEMENT AUTHORITY REGARDING THE REGIONAL WASTEWATER MANAGEMENT PROJECT FOR A FIVE YEAR PERIOD.

In order to meet their respective wastewater management plan requirements, the County and Salem County Improvement Authority ("SCIA") have been working diligently to develop a cooperative, bi-county, regional, governmental wastewater treatment approach which will accommodate the significant wastewater management planning needs of both Counties now and into the future. Upon the mutual benefits to be derived, the Counties desire to extend the term of the current Shared Services Agreement in order to continue providing dedicated funding sources to offset the significant, on-going professional expenses including, but not limited to, legal, planning, engineering, and financial advisory services related to the Project, as well as to fund the Counties wastewater management planning activities generally; and, in order to effectuate the extension of the term of the Shared Services Agreement, the County and SCIA desire to enter into a second Extension to the Shared Services Agreement ("Extension Agreement"), pursuant to N.J.S.A. 40A:65-1, *et seq.*

A-7 RESOLUTION AUTHORIZING THE RENEWAL OF A SHARED SERVICES AGREEMENT WITH THE GLOUCESTER COUNTY IMPROVEMENT AUTHORITY RELATED TO EMPLOYEE SCREENING, TESTING, INTERVIEWING AND RELATED SERVICES FROM FEBRUARY 7, 2014 TO FEBRUARY 6, 2034.

This Resolution authorizes the renewal of a Shared Services Agreement between the County and the Gloucester County Improvement Authority from February 7, 2014 to February 6, 2034 related to employee screening, testing, interviewing and related services.

A-8 RESOLUTION APPROVING REVISIONS TO THE HUMAN RESOURCES MANUAL AND TO AMEND THE ADMINISTRATIVE CODE SECTION PER-6.

The Human Resources Manual provides administrative policies and formalizes employee procedures. These policies and procedures seek to provide uniform operations within each department, increase efficiency, improve employee morale, and enhance service to Gloucester County residents. The Human Resources policies have been reviewed and modified as deemed necessary. Clarification was needed to enhance the understanding of these policies. The Human Resources Department is requesting this resolution to approve, as part of the Administrative Code, revisions to certain parts of the existing manual (PER-6) as follows:

- Section 7.6, Drugs and Alcohol: Updated contact person's name and phone number on page 13.

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

**FREEHOLDER CHILA
FREEHOLDER SIMMONS**

**DEPARTMENT OF ECONOMIC DEVELOPMENT
& PUBLIC WORKS**

**FREEHOLDER SIMMONS
FREEHOLDER CHRISTY**

C-1 RESOLUTION AUTHORIZING AN AMENDMENT TO THE CONTRACT WITH ST. JOHN OF GOD COMMUNITY SERVICES TO INCREASE THE MAXIMUM CONTRACT AMOUNT BY \$3,600.00 RESULTING IN A NEW MAXIMUM CONTRACT AMOUNT OF \$163,600.00.

This is an amendment to the contract with St. John of God Community Services which will allow the Workforce Investment Board & One-Stop Career Center to provide additional job training, job search and job retention services increasing the dollar amount by \$3,600.00 resulting in a new maximum contract amount of \$163,600.00 for the term ending June 30, 2014.

C-2 RESOLUTION TO CONTRACT WITH ASPHALT PAVING SYSTEMS, INC. FOR THE SUPPLYING OF CATIONIC EMULSIFIED ASPHALT (CRS-2) FROM MAY 18, 2014 TO MAY 17, 2016 IN AN AMOUNT NOT TO EXCEED \$40,000.00 PER CONTRACT YEAR

This Resolution authorizes the award of a contract with Asphalt Paving Systems, Inc., to supply the County with Cationic Emulsified Asphalt (CRS-2) for use by the County's Public Works Department. This Contract is for a two (2) year term from May 18, 2014 to May 17, 2016 with the County reserving an

option to extend the contract for one (1) two year term or two (2) one year terms in an amount not to exceed \$40,000.00 for each contract year.

C-3 RESOLUTION TO CONTRACT WITH SOUTH STATE INC. FOR RESURFACING AND SAFETY IMPROVEMENTS TO BUCK ROAD (SECTION 2) COUNTY ROUTE 553 IN THE TOWNSHIP OF ELK AND BOROUGH OF GLASSBORO FOR THE TOTAL AMOUNT OF \$1,274,693.70.

This Resolution will authorize and approve the County entering into a contract with South State, Inc. (202 Reeves Road, PO Box 68, Bridgeton, NJ 08302) for the Construction of the "Resurfacing and Safety Improvements to Buck Road (Section 2) County Route 553 from the Thornwood Dr. to Sewell St. County Route 628 in the Township of Elk and Borough of Glassboro, County of Gloucester, New Jersey," Federal Project Number STP-0144 (110) Construction, Engineering Project #13-03FA (hereinafter the "Project"), in the amount of \$1,274,693.70. This contract is to be awarded based upon bids that were publicly received and opened by the County for the Project on Wednesday, April 16, 2014. South State, Inc. has been determined to be the lowest responsive and responsible bidder for the Project. The project will consist of milling the pavement to a depth of 2-1/2" +/- and resurfacing with a 2-1/2" and variable thick Hot Mix Asphalt 12.5H64 surface course. The existing all-way stop flasher at Whig Lane (CR610) will be upgraded. Upgrades to Bridge 8-J-1 will include but are not limited to replacement of parapets, construction of concrete approach slabs and new guide rail. This project is anticipated to be completed 70 days after notice to proceed is issued by the County. This project is 100% Federal Aid Funded.

C-4 RESOLUTION AUTHORIZING CONTRACT CHANGE ORDER #03-INCREASE, FINAL WITH SOUTH STATE, INC., IN THE AMOUNT OF \$24,794.22.

This Resolution will approve and authorize Contract Change Order #03-Increase, Final with South State, Inc., (202 Reeves Road, Bridgeton, NJ 08302) in the amount of \$24,794.22 based on final, as-built quantities. Engineering Project #08-04SA consists of the widening of Woodbury-Glassboro Road (CR553), and the reconstruction of the intersections of Woodbury-Glassboro Road with Lambs Road (CR 635) and Tylers Mill Road in the Borough of Pitman and Township of Mantua. This project is 100% State Aid Funded.

C-5 RESOLUTION AUTHORIZING CONTRACT CHANGE ORDER #01-INCREASE WITH R.E. PIERSON CONSTRUCTION COMPANY, INC. IN THE AMOUNT OF \$217,429.36.

This Resolution will approve and authorize Contract Change Order #01-Increase, with R.E. Pierson Construction Company, Inc., (P.O. Box 430, Woodstown, NJ 08098/426 Swedesboro Road, Pilesgrove, NJ 08098) in the amount of \$217,429.36 based on additional quantities and additional items. Engineering Project #02-06 consists of the rehabilitation of the dam spillway, embankment, roadway and associated roadway improvements at the County owned Scotland Run Park at Wilson Lake. This project is 100% State Aid funded.

DEPARTMENT OF EDUCATION

**FREEHOLDER BARNES
FREEHOLDER TALIAFERRO**

**DEPARTMENT OF HEALTH &
HUMAN SERVICES**

**FREEHOLDER TALIAFERRO
FREEHOLDER BARNES**

E-1 RESOLUTION AUTHORIZING AWARD OF CONTRACT TO HOLCOMB BUS SERVICE, INC. TO OPERATE A VOCATIONAL BUS ROUTE FOR PERSONS WITH DISABILITIES, FROM JUNE 11, 2014 TO MAY 31, 2015, IN AN AMOUNT NOT TO EXCEED \$59,736.00.

The Gloucester County Division of Transportation Services (DTS) is requesting award of contract to Holcomb Bus Service, Inc., to provide transportation services to persons with disabilities to vocational training sites. This contract (Bid #PD-014-010) will provide for the on-going transportation needs of

residents with disabilities who work at the Abilities Center and St. John of God School from June 11, 2014 to May 31, 2015.

E-2 RESOLUTION AUTHORIZING EXECUTION OF GRANT AGREEMENT WITH THE NEW JERSEY DEPARTMENT OF CHILDREN & FAMILIES, DIVISION OF FAMILY AND COMMUNITY PARTNERSHIPS FOR A TOTAL AMOUNT OF \$300,000.00 IN PREVENTION AND IN-HOME FAMILY PRESERVATION SERVICES FUNDING FROM JULY 1, 2014 TO JUNE 30, 2015.

The grant in the amount of \$300,000.00 is provided by the NJ Department of Children and Families, Division of Family and Community Partnerships will provide Prevention Services (Food, Rental Assistance, Mortgage Assistance, Utility Assistance, etc.) and In-Home Family Preservation services to eligible families of Gloucester County. The funding has been allocated to a 501(c)3 non-profit agency using a competitive contracting process (RFP-13-034).

E-3 RESOLUTION AUTHORIZING APPLICATION AND ACCEPTANCE OF JOB ACCESS AND REVERSE COMMUTE (JARC) SFY15 + SFY16 ROUND 1 & 2 GRANT FROM NJ TRANSIT, IN THE TOTAL AMOUNT OF \$250,000.00 WITH A CASH MATCH OF \$250,000.00, FROM JULY 1, 2014 TO JUNE 30, 2016.

Gloucester County is applying for JARC SFY 15 + SFY16 (Round 1 & 2) grant funds from July 1, 2014 to June 30, 2016. This is a two round grant in the total amount of \$500,000.00, each round requires \$125,000.00 in state grant funding and \$125,000.00 county cash match. These funds will be used to support employment related transportation such as the on-going shuttle bus transportation to Pureland Industrial Park, literacy transportation and transportation to employment opportunities for low-income residents and people with disabilities. FTA requires a dollar for dollar cash match.

E-4 RESOLUTION AUTHORIZING FREEHOLDER DIRECTOR AND COUNTY COUNSEL TO ATTEST TO FEDERAL 2014 ANNUAL CERTIFICATIONS AND ASSURANCES TO RECEIVE FEDERAL TRANSIT ADMINISTRATION (FTA) ASSISTANCE APPLICABLE TO FEDERAL GRANTS ADMINISTERED BY NJ TRANSIT.

Resolution authorizing the Freeholder Director and County Counsel to attest to 2014 certifications and assurances as required on an annual basis by the Federal Transit Administration (FTA). These annual certifications and assurances are required by the FTA in order to receive federal transportation grants. This resolution states that Gloucester County will abide by all applicable federal laws regarding the administration of transportation grants.

E-5 RESOLUTION AUTHORIZING THE SUBMISSION OF APPLICATION TO NJ TRANSIT FOR FFY 2013 SECTION 5310 GRANT, WITH FUNDING FOR VEHICLE PROJECT, MOBILITY MANAGEMENT PROJECT AND OPERATING PROJECT, IN THE TOTAL AMOUNT OF \$250,000.00 WITH AN IN-KIND MATCH OF \$250,000.00, FROM JANUARY 1, 2015 TO DECEMBER 31, 2016.

Authorizing application to the NJ Transit under Federal Transit Administration (FTA) Section 5310 grant program. Under the 2013 grant application, Gloucester County DTS is requesting Capital Equipment; 3 Extended Minibuses (the buses will be received at no cost to Gloucester County since they will be funded under the FTA Section 5310 grant) along with a request for Vehicle Camera System for 30 vehicles and additional funding due to inclusion of former New Freedom Grant and continued reduction of SCDRTAP Grant. The buses will provide transportation to senior citizens and/or people with disabilities and the vehicle camera system will enhance passenger safety and driver performance. Gloucester County agrees to pay for all operating expenses associated with the new buses and equipment to be used by the Division of Transportation Services (DTS) transporting senior citizens and persons with disabilities. This 2013 Section 5310 grant application has been extended through the Federal Transit Administration (FTA).

E-6 RESOLUTION AUTHORIZING THE EXECUTION OF AN AMENDMENT TO CONTRACT WITH CENTER FOR FAMILY SERVICES, INC. TO INCREASE THE CONTRACT AMOUNT BY \$32,500.00.

Additional Program SHRAP Funding was awarded to the County to provide prevention services to victims of superstorm Sandy. The additional monies will be awarded to the Center for Family Services, Inc. to provide Emergency Food, 24 hour response, Case Management, Utility Assistance, Emergency Shelter and Motel/Hotel Placement to families and Individuals of Gloucester County who are SSH eligible and SSH/TANF eligible in addition the agency will provide Mortgage/ Renters Assistance, Utility Assistance and replacement of Essential Items Assistance to victims of superstorm Sandy.

E-7 RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO THE AMERICAN INSTITUTE OF TOXICOLOGY, INC. FOR THE PROVISION OF TOXICOLOGY LAB SERVICES FOR THE GLOUCESTER/CAMDEN/SALEM MEDICAL EXAMINER'S OFFICE FOR AN AMOUNT NOT TO EXCEED \$50,000.00 ANNUALLY FROM MAY 7, 2014 TO MAY 6, 2016.

This Resolution authorizes the execution and award of a contract to the American Institute of Toxicology, Inc. for the provision of toxicology lab services for the Gloucester/Camden/Salem Medical Examiner's from May 7, 2014 to May 6, 2016 as set forth in the bid specifications PD 014-006 for an amount not to exceed \$50,000.00 annually with the County having the option to extend the contract for one (1) two (2) year period, or two (2) one (1) year periods.

E-8 RESOLUTION AUTHORIZING THE APPROVAL OF NON-MATCHABLE SYSTEM PAYMENTS REQUIRED TO BE MADE TO THE STATE OF NEW JERSEY IN ACCORDANCE WITH N.J.S.A. 30:1-12 AND N.J.A.C. 10:8-1.1 FOR AN AMOUNT NOT TO EXCEED \$350,000.00.

This Resolution authorizes the payment of "non-matchable system payments & fees" to the State of New Jersey in accordance with the applicable state statute, N.J.S.A. 30:1-12, and regulation, N.J.A.C. 10:8-1.1. The County is responsible for paying its share of administrative expenses for various State data processing and computer operational systems related to the numerous programs administered by the Division of Social Services as well as fees for various Federal and State recovery collection services. The State sends bills to the Division of Social Services at various times during the year, and it is not possible to anticipate the exact amounts of these bills. Therefore, the fees shall be set in accordance with estimates based on last year's payments, for an amount not to exceed \$350,000.00.

E-9 RESOLUTION AUTHORIZING THE APPLICATION AND ACCEPTANCE OF THE CWA CASE BANKING EQUIPMENT GRANT FROM THE NEW JERSEY DEPARTMENT OF HUMAN SERVICES, DIVISION OF FAMILY DEVELOPMENT (DFD), IN THE TOTAL AMOUNT OF \$10,000.00, FROM MARCH 15, 2014 TO JUNE 30, 2014.

The County will apply for and accept funding from the New Jersey Department of Human Services, Division of Family Development (DFD), CWA Case Banking Equipment Grant, from March 15, 2014 to June 30, 2014, in the total amount of \$10,000.00. These funds will be used to purchase equipment and supplies necessary for the administration of Case Banking in the Income Maintenance Unit at the Division of Social Services. Case Banking is a process the State of New Jersey initiated for all County Welfare Agencies (CWA) to allow case workers to work on any client case and no longer assign specific case workers to a range of client cases.

E-10 RESOLUTION AUTHORIZING THE SUBMISSION OF THE 2014 COUNTY MUNICIPAL ALLIANCE PLAN AND GRANT APPLICATION TO THE GOVERNOR'S COUNCIL ON ALCOHOLISM AND DRUG ABUSE IN THE AMOUNT OF \$391,915.00, WITH \$60,000.00 DESIGNATED TOWARD THE SALARY OF THE COUNTY ALLIANCE COORDINATOR FROM JULY 1, 2014 TO JUNE 30, 2015.

Resolution authorizing and accepting grant funds from the NJ Governor's Council on Alcoholism and Drug Abuse that will fund Municipal Alliance Substance Abuse Prevention Programs in the amount of \$391,915.00 with \$60,000.00 designated toward the salary of the County Alliance Coordinator from July 1, 2014 to June 30, 2015.

**DEPARTMENT OF PARKS &
LAND PRESERVATION**

**FREEHOLDER DIMARCO
FREEHOLDER CHILA**

F-1 RESOLUTION AUTHORIZING THE EXECUTION OF A SHARED SERVICES AGREEMENT BETWEEN THE COUNTY AND FRANKLIN TOWNSHIP FOR THE PROVISION OF LANDSCAPE DESIGN SERVICES.

The County Department of Parks and Recreation will enter into a Shared Services Agreement to provide landscape design services to Franklin Township for a renewal and beautification project at Malaga Lake Park, and other possible projects. Landscape design services will be provided free of charge by the County-employed Landscape Design Architect. All other services, materials and the like, will be provided by the Township.

**DEPARTMENT OF BUILDINGS &
GOVERNMENT SERVICES**

**FREEHOLDER CHRISTY
FREEHOLDER DIMARCO**

G-1 RESOLUTION AUTHORIZING A MEMORANDUM OF UNDERSTANDING BETWEEN THE PROSECUTOR'S OFFICE, DEPARTMENT OF CORRECTIONS, VETERANS AFFAIRS, NEW JERSEY PAROLE BOARD AND CATHOLIC CHARITIES-CAMDEN.

This Memorandum of Understanding will establish a pilot program for veterans charged with criminal offenses in Gloucester County. The term of the Agreement is for a period of two years. The goal of this Memorandum of Understanding is to reduce the number of nonviolent veterans who are incarcerated in our criminal justice system.

G-2 RESOLUTION AUTHORIZING AN APPLICATION TO THE BUREAU OF JUSTICE FOR THE FY2014 BULLETPROOF VEST PARTNERSHIP FROM THE US DEPARTMENT OF JUSTICE PROGRAM S, BULLETPROOF VEST PARTNERSHIP BODY ARMOR SAFETY INITIATIVE GRANT TO PURCHASE BALLISTIC AND/OR STAB - PROOF RESISITANCE AND/OR COMBO VESTS FOR CORRECTION EMPLOYEES, FROM MAY 13, 2014 TO AUGUST 31, 2016 IN AN AMOUNT TO BE DETERMINED.

This Resolution is to apply for and obtain funding in an amount to be determined through the Bureau of Justice, for the FY2014 Bulletproof Vest Partnership from the US Department of Justice Programs, Bulletproof Vest Partnership Body Armor Safety Initiative for the purpose of providing ballistic and/or stab proof and/or combo vests for Corrections and Sheriff's department employees which will keep them safe while working throughout our community. Grant term to run from May 13, 2014 to August 31, 2016.

May 7, 2014

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Old Business

New Business

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

Adjournment

**HONORING
THE PITMAN HIGH SCHOOL PANTHERS BOYS BASKETBALL TEAM
FOR ITS OUTSTANDING PERFORMANCE
DURING THE 2013-2014 SEASON**

WHEREAS, it is the desire of the Board of Chosen Freeholders to pay special tribute to the Pitman High School Panthers Boys Basketball Team for its outstanding performance during the 2013-2014 season, culminating in winning the Group I State Title; and

WHEREAS, the Pitman High School Panthers Boys Basketball Team went 25-8 during the 2013-2014 season, won the Tri-County Conference Classic Division for the 5th consecutive year and won the Pitman Classic Christmas Tournament. This particular group of players has been together for the past four years, achieved a 96-26 record, won two out of the last four South Jersey Group I finals, has been to the South Jersey Group I State finals three out of the last four years, was ranked #3 in South Jersey by the Philadelphia Inquirer, #17 in the state of New Jersey and was recognized by the South Jersey Times as Team of the Year; and

WHEREAS, the members of the Pitman High School Panthers Boys Basketball team are Eric Stafford, Darnell Foreman, Tyler Wisniewski, Matt Spicer, David Collinsworth, Andrew Sawyer, Jay Amwake, Drew Davenport, Tim Delaney, Kyle Leach, Kyle Collinsworth, David Derby and Michael Gibson; and

WHEREAS, under the capable guidance of coaches Kevin Crawford, Jeff Smith, Matt Healy, Bob Fiscaro, Billy McCaffrey, Jeff Klauder, and Gene Cuneo, Athletic Director Joe Schramm, Trainer Jen Smith, Managers Alex Bea, Marissa Grimm, Nicole Lindner, Linda Gipe and Principal Cherie Lombardo, these exceptional athletes have demonstrated the finest qualities of true champions; and

NOW, THEREFORE, BE IT PROCLAIMED, that I, Robert M. Damming, as Director, and on behalf of the 2014 Gloucester County Board of Chosen Freeholders Lyman Barnes, Giuseppe (Joe) Chila, Daniel Christy, Frank J. DiMarco, Heather Simmons and Adam J. Taliaferro do hereby honor and congratulate the Pitman High School Panthers Boys Basketball Team for its outstanding performance during the 2013-2014 season and commend the team's athletes and coaches for their exceptional efforts and competitive spirits as evidenced by their accomplishments.

IN WITNESS WHEREOF, the Board of Chosen Freeholders have caused these presents to be executed and the seal of the County of Gloucester to be affixed this 7th day of May, 2014.

Robert M. Damming
Freeholder Director

Giuseppe (Joe) Chila
Freeholder Deputy Director

Lyman Barnes
Freeholder

Daniel Christy
Freeholder

Frank J. DiMarco
Freeholder

Heather Simmons
Freeholder

Adam Taliaferro
Freeholder

ATTEST:

Robert N. DiLella, Clerk

PD

~ In Honor Of ~
The Centennial of the Smith-Lever Act
Establishing Cooperative Extension

WHEREAS, the Smith-Lever Act was signed by President Woodrow Wilson on May 8, 1914 establishing the Cooperative Extension Service, a state-by-state National Network of Extension Educators who extend the university-based research and knowledge to the people within Counties; and

WHEREAS, the Cooperative Extension System is a Nationwide Educational Network that is a collaboration of Federal, State and Local Governments and a State Land-Grant University; and

WHEREAS, the mission of the Cooperative Extension System is to disseminate research-based information on topics as varied as nutrition and health, youth development, agriculture, horticulture, animal husbandry, small business and personal finance. Every U.S. State and Territory has a Central State Extension Office at its Land-Grant University and County Offices staffed by professionals; and

WHEREAS, for 100 years the Smith-Lever Act has stimulated innovative research and vital educational programs for youth and adults through progressive information delivery systems that improved lives and shaped a nation; and

WHEREAS, Cooperative Extension of Gloucester County, a unit of the New Jersey Agricultural Experiment Station of Rutgers University, serves its residents through faculty and staff providing educational programs and research to meet the needs of the County; and

WHEREAS, Cooperative Extension of Gloucester County provides educational programs in the areas of Family and Community Health Sciences, Agriculture and Natural Resources, Water Resource Management, Supplemental Nutrition Assistance Program-Education (SNAP-Ed) and 4-H Youth Development which has benefitted the agricultural community, businesses, families and youth in Gloucester County; and

NOW, THEREFORE, BE IT PROCLAIMED, that I, Robert M. Damming, as Director, and on behalf of the 2014 Gloucester County Board of Chosen Freeholders, Giuseppe (Joe) Chila, Lyman Barnes, Daniel Christy, Frank J. DiMarco, Heather Simmons and Adam J. Taliaferro do hereby recognize the 100th Anniversary of the Smith-Lever Act that established Cooperative Extension. We also honor and thank all the faculty and staff, past, present and future, of Rutgers Cooperative Extension of Gloucester County who serve residents of all ages and backgrounds.

IN WITNESS WHEREOF, the Director and Clerk have caused these presents to be executed and the seal of the County of Gloucester to be affixed this 7th day of May, 2014.

Robert M. Damming
Freeholder Director

Giuseppe (Joe) Chila
Freeholder Deputy Director

Lyman Barnes
Freeholder

Daniel Christy
Freeholder

Frank J. DiMarco
Freeholder

Heather Simmons
Freeholder

Adam J. Taliaferro
Freeholder

Attest:

Robert N. DiLella, Clerk of the Board

**PROCLAIMING
MAY 6th – 12th
NATIONAL NURSES WEEK**

WHEREAS, The nearly 3.1 million Public Health Nurses in the United States comprise our nation's largest health care profession; and

WHEREAS, the depth and breadth of the Public Health Nurse profession meets the different and emerging health care needs of the American population in a wide range of settings; and

WHEREAS, the American Nurses Association, as the voice for Public Health Nurses of this country, is working to chart a course for a healthy nation that relies on increasing delivery of primary and preventive health care; and

WHEREAS, Public Health Nurses integrate community involvement, social skills, and personal knowledge about entire populations along with a clinical understanding of the health and illnesses experienced by individuals and families; and

WHEREAS, Public Health Nurses provide health education, case management and preventive care to individuals and families who are members of vulnerable populations and high risk groups; and

WHEREAS, Public Health Nurses should be acknowledged for their advocacy, dedication and untiring efforts in caring for the citizens of Gloucester County; and

NOW THEREFORE, BE IT PROCLAIMED, that I, Robert M. Damminger, as Director, and on behalf of the 2014 Gloucester County Board of Chosen Freeholders, Giuseppe (Joe) Chila, Adam J. Taliaferro, Lyman Barnes, Daniel Christy, Frank DiMarco and Heather Simmons proclaim May 6th – 12th as National Nurses Week.

IN WITNESS WHEREOF, the Director and Clerk have caused these presents to be executed and the seal of the County of Gloucester to be affixed this 7th day of May, 2014.

Robert M. Damminger
Freeholder Director

Giuseppe (Joe) Chila
Freeholder Deputy Director

Lyman Barnes
Freeholder

Daniel Christy
Freeholder

Frank J. DiMarco
Freeholder

Heather Simmons
Freeholder

Adam J. Taliaferro
Freeholder

ATTEST:

_____, Robert N. DiLella, Clerk

MINUTES

Wednesday, April 2, 2014

Call to order

Salute to the flag

Open Public Meetings Statement

Roll Call

	Present	Absent
Chila	X	
Barnes	X	
Christy	X	
DiMarco	X	
Simmons	X	
Taliaferro	X	
Damminger	X	

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

Changes to the Agenda

Approval of the closed session minutes from February 19, 2014 and March 5, 2014

	Motion	Second	Yes	No	Abstain
Chila	X		X		
Barnes					X
Christy			X		
DiMarco			X		
Simmons		X	X		
Taliaferro			X		
Damminger			X		

Comments: N/A

48321 Proclamation is in recognition of the Deptford High School Jazz Ensemble on winning First Place at the 46th Annual Berklee High School Jazz Festival (National Competition) in Boston, Massachusetts on 2/07/14 through 2/09/14 (DiMarco) (to be presented)

48322 Proclamation Recognizing the Week of April 6 -12, 2014 as the Week of the Young Child (Taliaferro) (previously presented)

48323 Proclamation Proclaiming April 2014 as Child Abuse Prevention Month (Taliaferro) (previously presented)

48324 Proclamation Proclaiming April as Sexual Assault Awareness Month (Taliaferro) (previously presented)

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

OPEN

	Motion	Second	Yes	No	Abstain
Chila	X		X		
Barnes			X		
Christy			X		
DiMarco			X		
Simmons		X	X		
Taliaferro			X		
Damminger			X		

Comments: N/A

CLOSE

	Motion	Second	Yes	No	Abstain
Chila	X		X		
Barnes			X		
Christy			X		
DiMarco			X		
Simmons		X	X		
Taliaferro			X		
Damminger			X		

Comments: N/A

DEPARTMENT OF ADMINISTRATION

DIRECTOR DAMMINGER
FREEHOLDER CHILA

48325 RESOLUTION AUTHORIZING A CLOSED SESSION OF THE BOARD OF CHOSEN FREEHOLDERS OF THE COUNTY OF GLOUCESTER TO DISCUSS THE STATUS OF AND POSSIBLE SETTLEMENT OF A WORKERS' COMPENSATION CLAIM CAPTIONED JAYMIE WHITLEY V. GLOUCESTER COUNTY, C.P. NO. 2011-14361.

	Motion	Second	Yes	No	Abstain
Chila	X		X		
Barnes			X		
Christy			X		
DiMarco			X		
Simmons		X	X		
Taliaferro			X		
Damminger			X		

Comments: N/A

48326 RESOLUTION AUTHORIZING THE ACCEPTANCE OF A BID FOR THE PURCHASE OF THE REAL PROPERTY LOCATED AT 476 SALEM AVENUE, WOODBURY, GLOUCESTER COUNTY, NEW JERSEY, AND KNOWN AS LOT 16.01, BLOCK 62 ON THE CITY OF WOODBURY OFFICIAL TAX MAP

	Motion	Second	Yes	No	Abstain
Chila	X		X		
Barnes			X		
Christy			X		
DiMarco			X		
Simmons		X	X		
Taliaferro			X		
Damminger			X		

Comments: N/A

48327 RESOLUTION AUTHORIZING SHARED SERVICES AGREEMENTS WITH THE GLOUCESTER COUNTY UTILITIES AUTHORITY FOR THE PROVISION OF CONSTRUCTION PROJECTS AND SHARING EQUIPMENT FROM APRIL 2, 2014 TO APRIL 1, 2024.

	Motion	Second	Yes	No	Abstain
Chila	X		X		
Barnes			X		
Christy			X		
DiMarco			X		
Simmons		X	X		
Taliaferro			X		
Damminger			X		

Comments: N/A

48328 RESOLUTION APPROVING REVISIONS TO THE HUMAN RESOURCES MANUAL AND TO AMEND THE ADMINISTRATIVE CODE SECTION PER-6

	Motion	Second	Yes	No	Abstain
Chila	X		X		
Barnes			X		
Christy			X		
DiMarco			X		
Simmons		X	X		
Taliaferro			X		
Damminger			X		

Comments: N/A

48329 RESOLUTION TO CONTRACT WITH J. MCHALE & ASSOCIATES, INC., NORTHSTAR APPRAISAL COMPANY AND STEVEN W. BARTELT, MAI FOR APPRAISAL SERVICES FROM APRIL 2, 2014 TO APRIL 1, 2015 IN AN AMOUNT NOT TO EXCEED \$25,000.00 FOR EACH CONTRACT.

	Motion	Second	Yes	No	Abstain
Chila	X		X		
Barnes			X		
Christy			X		
DiMarco			X		
Simmons		X	X		
Taliaferro			X		
Damminger			X		

Comments: N/A

48330 RESOLUTION AUTHORIZING A CONTRACT WITH CONTEMPORARY GRAPHICS, INC., FOR SERVICES IN THE MAILING OF SAMPLE BALLOTS FOR THE PRIMARY, GENERAL, SPECIAL AND ALL SCHOOL BOARD ELECTIONS, FROM MARCH 13, 2014 TO MARCH 12, 2015, IN AN AMOUNT NOT TO EXCEED \$38,000.00.

	Motion	Second	Yes	No	Abstain
Chila	X		X		
Barnes			X		
Christy			X		
DiMarco			X		
Simmons			X		
Taliaferro		X	X		
Damminger			X		

Comments: N/A

48331 RESOLUTION NAMING CPR RESTORATION & CLEANING SERVICE, LLC AS AN APPROVED BOARD-UP SERVICE PROVIDER TO BE MADE AVAILABLE ON AN AS NEEDED BASIS TO HOME OWNERS, FIRE COMPANIES, BUSINESS OWNERS AND/OR RESPONSIBLE PARTIES.

	Motion	Second	Yes	No	Abstain
Chila	X		X		
Barnes			X		
Christy					X
DiMarco			X		
Simmons			X		
Taliaferro		X	X		
Damminger			X		

Comments: N/A

48332 RESOLUTION AUTHORIZING THE ACCEPTANCE OF THE 2013 HAZARDOUS MATERIALS EMERGENCY PROGRAM GRANT FROM THE NEW JERSEY STATE POLICE UNDER THE EMERGENCY MANAGEMENT SECTION IN THE AMOUNT OF \$29,750.00 WITH A FUNDING PERIOD FROM SEPTEMBER 30, 2013 TO SEPTEMBER 30, 2014 WHICH WILL PROVIDE FUNDING FOR FIVE DIFFERENT HAZMAT/CBRNE CLASSES

	Motion	Second	Yes	No	Abstain
Chila	X		X		
Barnes			X		
Christy			X		
DiMarco			X		
Simmons			X		
Taliaferro		X	X		
Damminger			X		

Comments: N/A

**DEPARTMENT OF ECONOMIC DEVELOPMENT
& PUBLIC WORKS**

**FREEHOLDER SIMMONS
FREEHOLDER CHRISTY**

48333 RESOLUTION CONCURRING WITH THE BOROUGH OF SWEDESBORO RELOCATING A BUS STOP ALONG KINGS HIGHWAY WITHIN THE BOROUGH OF SWEDESBORO

	Motion	Second	Yes	No	Abstain
Chila			X		
Barnes			X		
Christy		X	X		
DiMarco			X		
Simmons	X		X		
Taliaferro			X		
Damminger			X		

Comments: N/A

DEPARTMENT OF EDUCATION

**FREEHOLDER BARNES
FREEHOLDER SIMMONS**

**DEPARTMENT OF HEALTH &
HUMAN SERVICES**

**FREEHOLDER TALIAFERRO
FREEHOLDER BARNES**

**DEPARTMENT OF PARKS &
LAND PRESERVATION**

**FREEHOLDER DIMARCO
FREEHOLDER CHILA**

48334 RESOLUTION TO ACQUIRE A DEVELOPMENT EASEMENT ON THE FARM PROPERTY OF DELUCA LOT INVESTORS, LP, LOCATED IN THE TOWNSHIP OF WOOLWICH, KNOWN AS BLOCK 38, LOT 4 AND BLOCK 39, LOT 5, CONSISTING OF APPROXIMATELY 81.369 ACRES IN THE TOTAL AMOUNT OF \$1,464,642.00.

	Motion	Second	Yes	No	Abstain
Chila		X	X		
Barnes			X		
Christy			X		
DiMarco	X		X		
Simmons			X		
Taliaferro			X		
Damminger			X		

Comments: N/A

48335 RESOLUTION TO CONTRACT WITH PRESIDENTIAL TITLE AGENCY, WEST JERSEY TITLE AGENCY, TITLE AMERICA AGENCY, AND FOUNDATION TITLE, LLC TO PROVIDE TITLE WORK AND RELATED SERVICES FOR LAND AND/OR DEVELOPMENT RIGHT ACQUISITIONS AS NEEDED FROM APRIL 12, 2014 TO APRIL 11, 2015, IN AN AMOUNT NOT TO EXCEED \$35,000.00 FOR EACH CONTRACT.

	Motion	Second	Yes	No	Abstain
Chila		X	X		
Barnes			X		
Christy			X		
DiMarco	X		X		
Simmons			X		
Taliaferro			X		
Damminger			X		

Comments: N/A

DEPARTMENT OF BUILDINGS & GOVERNMENT SERVICES

**FREEHOLDER CHRISTY
FREEHOLDER DIMARCO**

48336 RESOLUTION AUTHORIZING RENEWAL OF THE STOP VIOLENCE AGAINST WOMEN ACT (VAWA) GRANT THROUGH THE NJ DIVISION OF CRIMINAL JUSTICE IN THE AMOUNT OF \$24,245.00, WITH AN IN-KIND MATCH OF \$8,082.00, FOR A TOTAL AMOUNT OF \$32,327.00 FROM JULY 1, 2013 TO JUNE 30, 2014.

	Motion	Second	Yes	No	Abstain
Chila			X		
Barnes			X		
Christy	X		X		
DiMarco		X	X		
Simmons			X		
Taliaferro			X		
Damminger			X		

Comments: N/A

48337 RESOLUTION AUTHORIZING EXECUTION OF ANY DOCUMENTS FOR THE GOOD NEIGHBOR CITIZENSHIP GRANT FROM JANUARY 1, 2014 TO DECEMBER 31, 2014 IN THE AMOUNT OF \$12,000.00 TO EDUCATE THE PUBLIC ABOUT THE IMPORTANCE OF CAR SEATS AND BIKE HELMETS.

	Motion	Second	Yes	No	Abstain
Chila			X		
Barnes			X		
Christy	X		X		
DiMarco		X	X		
Simmons			X		
Taliaferro			X		
Damminger			X		

Comments: N/A

Old Business

New Business

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

OPEN

	Motion	Second	Yes	No	Abstain
Chila	X		X		
Barnes			X		
Christy			X		
DiMarco			X		
Simmons		X	X		
Taliaferro			X		
Damminger			X		

Comments: Lee Lucas, Gibbstown, had questions about medical benefits. Ken Defay, Sewell, questions about medical benefits and taxes.

CLOSE

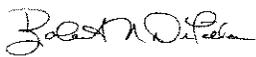
	Motion	Second	Yes	No	Abstain
Chila	X		X		
Barnes			X		
Christy			X		
DiMarco			X		
Simmons		X	X		
Taliaferro			X		
Damminger			X		

Comments: N/A

Adjournment 8:10 PM

	Motion	Second	Yes	No	Abstain
Chila	X		X		
Barnes			X		
Christy			X		
DiMarco			X		
Simmons		X	X		
Taliaferro			X		
Damminger			X		

Comments: N/A



ROBERT N. DILELLA, CLERK

MINUTES

7:30 p.m. Wednesday, April 16, 2014

Call to order

Salute to the flag

Open Public Meetings Statement

Roll Call

	Present	Absent
Chila	X	
Barnes		X
Christy	X	
DiMarco	X	
Simmons	X	
Taliaferro	X	
Damminger	X	

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

Changes to the Agenda

Approval of the regular meeting minutes from March 19, 2014, budget meeting minutes from February 15, 2014 and February 22, 2014 and budget closed session minutes from February 22, 2014.

	Motion	Second	Yes	No	Abstain
Chila	X		X		
Barnes					
Christy			X		
DiMarco			X		
Simmons			X		March 19 th
Taliaferro		X	X		
Damminger			X		

Comments: N/A

48338 Proclamation recognizing Grammy Award Winner, Monica, TCA and NTE (previously presented) (Taliaferro).

48339 Proclamation recognizing Jaime Keller as being named New Jersey Big Sister of the Year (to be presented) (Christy)

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

OPEN

	Motion	Second	Yes	No	Abstain
Chila	X		X		
Barnes					
Christy			X		
DiMarco			X		
Simmons		X	X		
Taliaferro			X		
Damminger			X		

Comments: N/A

CLOSE

	Motion	Second	Yes	No	Abstain
Chila	X		X		
Barnes					
Christy			X		
DiMarco			X		
Simmons		X	X		
Taliaferro			X		
Damminger			X		

Comments: N/A

48340 RESOLUTION AUTHORIZING CANCELLATION OF CERTAIN ITEMS FROM THE TEMPORARY BUDGET.

	Motion	Second	Yes	No	Abstain
Chila	X		X		
Barnes					
Christy			X		
DiMarco			X		
Simmons		X	X		
Taliaferro			X		
Damminger			X		

Comments: N/A

48340-A RESOLUTION ELECTING N.J.S.A. 40A:4-45.4 (the "1977 CAP") TO DETERMINE THE 2014 COUNTY TAX LEVY COUNTY OF GLOUCESTER, NEW JERSEY

	Motion	Second	Yes	No	Abstain
Chila	X		X		
Barnes					
Christy			X		
DiMarco			X		
Simmons		X	X		
Taliaferro			X		
Damminger			X		

Comments: N/A

PUBLIC HEARING

48340-B RESOLUTION TO EXCEED THE COUNTY BUDGET TAX LEVY LIMITS AND TO ESTABLISH A CAP BANK FOR CALENDAR YEAR 2014 IN ACCORDANCE WITH N.J.S.A. 40A:4-45.14.

OPEN

	Motion	Second	Yes	No	Abstain
Chila	X		X		
Barnes					
Christy			X		
DiMarco			X		
Simmons		X	X		
Taliaferro			X		
Damminger			X		

Comments: N/A

CLOSE

	Motion	Second	Yes	No	Abstain
Chila	X		X		
Barnes					
Christy			X		
DiMarco			X		
Simmons		X	X		
Taliaferro			X		
Damminger			X		

Comments: N/A

ADOPT

	Motion	Second	Yes	No	Abstain
Chila	X		X		
Barnes					
Christy			X		
DiMarco			X		
Simmons		X	X		
Taliaferro			X		
Damminger			X		

Comments: N/A

PUBLIC HEARING

48340-C ADOPTION OF THE 2014 BUDGET – PUBLIC HEARING AND VOTE FOR ADOPTION OF THE COUNTY’S BUDGET FOR 2014.

OPEN

	Motion	Second	Yes	No	Abstain
Chila	X		X		
Barnes					
Christy			X		
DiMarco			X		
Simmons		X	X		
Taliaferro			X		
Damminger			X		

Comments: Lee Lucas, Gibbstown, spoke about property taxes, the budget and insurance costs.

CLOSE

	Motion	Second	Yes	No	Abstain
Chila	X		X		
Barnes					
Christy			X		
DiMarco			X		
Simmons		X	X		
Taliaferro			X		
Damminger			X		

Comments: N/A

ADOPT

	Motion	Second	Yes	No	Abstain
Chila	X		X		
Barnes					
Christy			X		
DiMarco			X		
Simmons		X	X		
Taliaferro			X		
Damminger			X		

Comments: N/A

PUBLIC HEARING

48341 BOND ORDINANCE AUTHORIZING THE COMPLETION OF VARIOUS CAPITAL IMPROVEMENTS AND THE ACQUISITION OF VARIOUS PIECES OF EQUIPMENT IN AND FOR THE COUNTY OF GLOUCESTER, NEW JERSEY; APPROPRIATING THE SUM OF \$15,261,955 THEREFOR; AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION BONDS OR BOND ANTICIPATION NOTES OF THE COUNTY OF GLOUCESTER, NEW JERSEY IN THE AGGREGATE PRINCIPAL AMOUNT OF UP TO \$8,844,000; MAKING CERTAIN DETERMINATIONS AND COVENANTS; AND AUTHORIZING CERTAIN RELATED ACTIONS IN CONNECTION WITH THE FOREGOING.

OPEN

	Motion	Second	Yes	No	Abstain
Chila	X		X		
Barnes					
Christy			X		
DiMarco			X		
Simmons		X	X		
Taliaferro			X		
Damminger			X		

Comments: Ken Defay, Sewell, had questions about financing. Lee Lucas, Gibbstown, asked about bonding.

CLOSE

	Motion	Second	Yes	No	Abstain
Chila	X		X		
Barnes					
Christy			X		
DiMarco			X		
Simmons		X	X		
Taliaferro			X		
Damminger			X		

Comments: N/A

ADOPT

	Motion	Second	Yes	No	Abstain
Chila	X		X		
Barnes					
Christy			X		
DiMarco			X		
Simmons		X	X		
Taliaferro			X		
Damminger			X		

Comments: N/A

PUBLIC HEARING

48342 RESOLUTION AUTHORIZING A PUBLIC HEARING AND APPROVING AN AMENDMENT TO THE GLOUCESTER COUNTY COMPREHENSIVE SOLID WASTE MANAGEMENT PLAN TO INCLUDE HARMONY LANE HOLDINGS, LLC AS A CLASS "A" RECYCLING FACILITY.

OPEN

	Motion	Second	Yes	No	Abstain
Chila	X		X		
Barnes					
Christy			X		
DiMarco			X		
Simmons		X	X		
Taliaferro			X		
Damminger			X		

Comments: N/A

CLOSE

	Motion	Second	Yes	No	Abstain
Chila	X		X		
Barnes					
Christy			X		
DiMarco			X		
Simmons		X	X		
Taliaferro			X		
Damminger			X		

Comments: N/A

ADOPT

	Motion	Second	Yes	No	Abstain
Chila	X		X		
Barnes					
Christy			X		
DiMarco			X		
Simmons		X	X		
Taliaferro			X		
Damminger			X		

Comments: N/A

DEPARTMENT OF ADMINISTRATION

**DIRECTOR DAMMINGER
FREEHOLDER CHILA**

48343 RESOLUTION AUTHORIZING AND CONFIRMING SETTLEMENT OF THE WORKERS' COMPENSATION CLAIM OF PETITIONER, JAYMIE WHITLEY v. GLOUCESTER COUNTY, C.P. NO. 2011-14361 for \$26,000.00.

	Motion	Second	Yes	No	Abstain
Chila	X		X		
Barnes					
Christy			X		
DiMarco			X		
Simmons					X
Taliaferro		X	X		
Damminger			X		

Comments: N/A

48344 RESOLUTION ESTABLISHING GLOUCESTER COUNTY EMPLOYEE SALARY RANGES AND FIXING COMPENSATION FOR NON-UNION EMPLOYEES; AND, FOR TITLES ASSOCIATED WITH FOP #197; ASSISTANT PROSECUTOR'S ASSOCIATION; FOP #199; PBA#122; FOP #165; FOP #97, CWA LOCAL 1085; CWA (SOCIAL SERVICES); CWA (PROSECUTOR); AND, TEAMSTERS LOCAL 331 FOR THE YEAR 2014.

	Motion	Second	Yes	No	Abstain
Chila	X		X		
Barnes					
Christy			X		
DiMarco			X		
Simmons		X	X		
Taliaferro			X		
Damminger			X		

Comments: N/A

48345 RESOLUTION PROVIDING FOR THE INSERTION OF SPECIAL ITEMS OF REVENUE INTO THE 2014 BUDGET PURSUANT TO N.J.S.A. 40A:4-87.

- COUNTY ENVIRONMENTAL HEALTH ACT - \$37,100.00.
- INSURANCE FRAUD REIMBURSEMENT PROGRAM - \$144,821.00.
- GOOD NEIGHBOR CITIZENSHIP GRANT - \$12,000.00.
- STOP VIOLENCE AGAINST WOMEN ACT (VAWA) - \$24,245.00.
- NATIONAL EMERGENCY FOOD AND SHELTER PROGRAM - \$12,985.00.
- CAPACITY BUILDING AWARD (CBA) - \$3,500.00.
- NJ PARTNERSHIP TO PREVENT CHILD ABUSE - \$4,000.00.
- HAZARDOUS MATERIALS EMERGENCY PROGRAM – HAZMAT TRAINING - \$29,750.00.

	Motion	Second	Yes	No	Abstain
Chila	X		X		
Barnes					
Christy			X		
DiMarco			X		
Simmons		X	X		
Taliaferro			X		
Damminger			X		

Comments: N/A

48346 RESOLUTION PROVIDING FOR THE INSERTION OF \$13,032.00 GRANT FROM THE NEW JERSEY HISTORICAL COMMISSION, WITH A CASH MATCH BY THE COUNTY OF \$6,516.00 INTO THE 2014 BUDGET PURSUANT TO N.J.S.A. 40A:4-87.

- RED BANK BATTLEFIELD SIGNAGE - \$13,032.00 CASH MATCH - \$6,516.00.

	Motion	Second	Yes	No	Abstain
Chila	X		X		
Barnes					
Christy			X		
DiMarco			X		
Simmons		X	X		
Taliaferro			X		
Damminger			X		

Comments: N/A

48347 RESOLUTION AUTHORIZING APPROVAL OF THE BILL LISTS FOR THE MONTH OF APRIL 2014.

	Motion	Second	Yes	No	Abstain
Chila	X		X		
Barnes					
Christy			X		
DiMarco			X		
Simmons		X	X		14-01586
Taliaferro			X		
Damminger			X		

Comments: N/A

48348 RESOLUTION ADOPTING REGULATIONS REGARDING MAJOR TAX APPEAL SETTLEMENT/DEFENSE SETTLEMENT AUTHORITY AND THE PROCESS FOR SETTLEMENT/DEFENSE OF TAX APPEALS FOR PROPERTIES WITH ASSESSED VALUES OF \$3,500,000.00 OR GREATER.

	Motion	Second	Yes	No	Abstain
Chila	X		X		
Barnes					
Christy			X		
DiMarco			X		
Simmons		X	X		
Taliaferro			X		
Damminger			X		

Comments: N/A

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

**FREEHOLDER CHILA
FREEHOLDER TALIAFERRO**

48349 RESOLUTION AUTHORIZING THE EXECUTION OF AN ELECTION SERVICES CONTRACT WITH COUNTY BUSINESS SYSTEMS, INC., TO PROVIDE, CREATE AND PRINT VOTING FOR DIGITIZED POLL BOOK SERVICES AND ACCEPT, CONVERT, AND MERGE ADDITIONAL DATA FILES AND SIGNATURES INTO EXISTING DATABASE FOR EACH ELECTION, FROM JANUARY 1, 2014 TO DECEMBER 31, 2015, FOR AN AMOUNT NOT TO EXCEED \$74,500.00 PER YEAR.

	Motion	Second	Yes	No	Abstain
Chila	X		X		
Barnes					
Christy			X		
DiMarco			X		
Simmons			X		
Taliaferro		X	X		
Damminger			X		

Comments: N/A

48350 RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO STUART WALLACE, LLC TO PROVIDE MITIGATION PLANS FOR FOUR NEW JERSEY COUNTIES, FROM APRIL 17, 2014 TO APRIL 16, 2015, IN AN AMOUNT NOT TO EXCEED \$600,000.00.

	Motion	Second	Yes	No	Abstain
Chila	X		X		
Barnes					
Christy			X		
DiMarco			X		
Simmons			X		
Taliaferro		X	X		
Damminger			X		

Comments: N/A

**DEPARTMENT OF ECONOMIC DEVELOPMENT
& PUBLIC WORKS**

**FREEHOLDER SIMMONS
FREEHOLDER CHRISTY**

48351 RESOLUTION AUTHORIZING A ONE YEAR EXTENSION TO CONTRACTS WITH SOUTH STATE INC. AND R.E. PIERSON MATERIAL CORPORATION FOR THE SUPPLY, DELIVERY AND OVERLAY OF HOT MIX ASPHALT IN AN AMOUNT NOT TO EXCEED \$1,400,000.00 EACH.

	Motion	Second	Yes	No	Abstain
Chila		X	X		
Barnes					
Christy			X		
DiMarco					X
Simmons	X		X		
Taliaferro			X		
Damminger			X		

Comments: N/A

48352 RESOLUTION AUTHORIZING EXECUTION OF FEDERAL AID AGREEMENT #13-DT-BLA-670 WITH THE NJ DEPARTMENT OF TRANSPORTATION IN AN AMOUNT NOT TO EXCEED \$1,058,917.00 FOR THE RESURFACING AND SAFETY IMPROVEMENTS TO COUNTY ROUTE 678 FROM STATE HIGHWAY ROUTE 45 TO THE NJ TURNPIKE OVERPASS IN THE TOWNSHIPS OF MANTUA AND EAST GREENWICH PER FEDERAL PROJECT #STP-0164(102), ENGINEERING PROJECT #13-02FA.

	Motion	Second	Yes	No	Abstain
Chila			X		
Barnes					
Christy		X	X		
DiMarco			X		
Simmons	X		X		
Taliaferro			X		
Damminger			X		

Comments: N/A

DEPARTMENT OF EDUCATION

**FREEHOLDER BARNES
FREEHOLDER SIMMONS**

**DEPARTMENT OF HEALTH &
HUMAN SERVICES**

**FREEHOLDER TALIAFERRO
FREEHOLDER BARNES**

**DEPARTMENT OF PARKS &
LAND PRESERVATION**

**FREEHOLDER DIMARCO
FREEHOLDER CHILA**

48353 RESOLUTION AUTHORIZING SHARED SERVICES AGREEMENTS BETWEEN THE COUNTY AND DEPTFORD, MANTUA, GLASSBORO, CLAYTON, WASHINGTON TOWNSHIP, WOODBURY AND THE GLOUCESTER COUNTY IMPROVEMENT AUTHORITY TO PROVIDE FAMILY ENTERTAINMENT AT VARIOUS LOCATIONS.

	Motion	Second	Yes	No	Abstain
Chila		X	X		
Barnes					
Christy			X		
DiMarco	X		X		
Simmons					X
Taliaferro			X		
Damminger			X		

Comments: N/A

48354 RESOLUTION TO ACQUIRE DEVELOPMENT EASEMENTS ON THE FARM PROPERTY OF THE HARLAN CORPORATION, LOCATED IN THE TOWNSHIP OF SOUTH HARRISON, KNOWN AS BLOCK 14, LOTS 7.01 THROUGH 7.14 AND BLOCK 14.01, LOT 2, CONSISTING OF APPROXIMATELY 64.347 ACRES, FOR THE AMOUNT OF \$595,209.75.

	Motion	Second	Yes	No	Abstain
Chila		X	X		
Barnes					
Christy			X		
DiMarco	X		X		
Simmons			X		
Taliaferro			X		
Damminger			X		

Comments: N/A

48355 RESOLUTION TERMINATING A DRAINAGE EASEMENT PREVIOUSLY CONVEYED TO THE COUNTY BY THE HARLAN CORPORATION, IN THE TOWNSHIP OF SOUTH HARRISON KNOWN AS BLOCK 14, LOT 7.

	Motion	Second	Yes	No	Abstain
Chila		X	X		
Barnes					
Christy			X		
DiMarco	X		X		
Simmons			X		
Taliaferro			X		
Damminger			X		

Comments: N/A

48356 RESOLUTION TO ACQUIRE DEVELOPMENT EASEMENTS ON THE FARM PROPERTY OF BRIAN AND DOROTHY KARGMAN (FARM #3), LOCATED IN THE TOWNSHIP OF FRANKLIN, KNOWN AS BLOCK 7002, LOT 8, CONSISTING OF APPROXIMATELY 27.941 ACRES, FOR THE AMOUNT OF \$142,499.10.

	Motion	Second	Yes	No	Abstain
Chila		X	X		
Barnes					
Christy			X		
DiMarco	X		X		
Simmons			X		
Taliaferro			X		
Damminger			X		

Comments: N/A

48357 RESOLUTION TO ACQUIRE DEVELOPMENT EASEMENTS ON THE FARM PROPERTY OF BRIAN AND DOROTHY KARGMAN (FARM #4), LOCATED IN THE TOWNSHIP OF FRANKLIN, KNOWN AS BLOCK 7102, LOT 14, CONSISTING OF APPROXIMATELY 26.200 ACRES, FOR THE AMOUNT OF \$196,500.00.

	Motion	Second	Yes	No	Abstain
Chila		X	X		
Barnes					
Christy			X		
DiMarco	X		X		
Simmons			X		
Taliaferro			X		
Damminger			X		

Comments: N/A

**DEPARTMENT OF BUILDINGS &
GOVERNMENT SERVICES**

**FREEHOLDER CHRISTY
FREEHOLDER DIMARCO**

48358 RESOLUTION AUTHORIZING THE EXECUTION OF ALL DOCUMENTS RELATIVE TO THE APPLICATION FOR PEDESTRIAN SAFETY AND EDUCATION PROGRAM GRANT THROUGH THE NJ DIVISION OF HIGHWAY TRAFFIC SAFETY IN THE AMOUNT OF \$30,000.00 FROM JULY 1, 2014 TO JUNE 30, 2015.

	Motion	Second	Yes	No	Abstain
Chila			X		
Barnes					
Christy	X		X		
DiMarco		X	X		
Simmons			X		
Taliaferro			X		
Damminger			X		

Comments: N/A

48359 RESOLUTION AUTHORIZING THE EXECUTION OF ALL DOCUMENTS RELATIVE TO THE APPLICATION FOR THE GLOUCESTER COUNTY CLICK IT OR TICKET PROGRAM GRANT THROUGH THE NJ DIVISION OF HIGHWAY TRAFFIC SAFETY IN THE AMOUNT OF \$24,000.00 FROM MAY 19, 2014 TO JUNE 1, 2014.

	Motion	Second	Yes	No	Abstain
Chila			X		
Barnes					
Christy	X		X		
DiMarco		X	X		
Simmons			X		
Taliaferro			X		
Damminger			X		

Comments: N/A

48360 RESOLUTION AUTHORIZING THE EXECUTION OF ALL DOCUMENTS RELATIVE TO THE APPLICATION FOR THE DRIVING UNDER THE INFLUENCE SOBRIETY CHECKPOINT & SATURATION PATROL PROGRAM GRANT THROUGH THE NJ DIVISION OF HIGHWAY TRAFFIC SAFETY IN THE AMOUNT OF \$100,000.00 FROM OCTOBER 1, 2014 TO SEPTEMBER 30, 2015.

	Motion	Second	Yes	No	Abstain
Chila			X		
Barnes					
Christy	X		X		
DiMarco		X	X		
Simmons			X		
Taliaferro			X		
Damminger			X		

Comments: N/A

48361 RESOLUTION AUTHORIZING THE EXECUTION OF ALL DOCUMENTS RELATIVE TO THE APPLICATION FOR THE COMPREHENSIVE TRAFFIC SAFETY PROGRAM (CTSP) FROM THE NEW JERSEY DIVISION OF HIGHWAY TRAFFIC SAFETY FOR CONTINUATION GRANT FUNDING IN THE AMOUNT OF \$77,450.00 FROM OCTOBER 1, 2014 TO SEPTEMBER 30, 2015.

	Motion	Second	Yes	No	Abstain
Chila			X		
Barnes					
Christy	X		X		
DiMarco		X	X		
Simmons			X		
Taliaferro			X		
Damminger			X		

Comments: N/A

48362 RESOLUTION TO CONTRACT WITH JOSEPH PORRETTA BUILDERS, INC., FOR THE SUPPLYING AND DELIVERY OF ALL LABOR AND MATERIAL TO INSTALL A POLE BARN AT THE GLOUCESTER COUNTY ANIMAL SHELTER FOR A TOTAL CONTRACT AMOUNT OF \$97,686.00.

	Motion	Second	Yes	No	Abstain
Chila	X		X		
Barnes					
Christy					X
DiMarco		X	X		
Simmons			X		
Taliaferro			X		
Damminger			X		

Comments: N/A

Old Business

New Business

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

OPEN

	Motion	Second	Yes	No	Abstain
Chila	X		X		
Barnes					
Christy			X		
DiMarco			X		
Simmons		X	X		
Taliaferro			X		
Damminger			X		

Comments: Heather MacGregor spoke about the Master Gardeners Program; Lee Lucas, Gibbstown, had comments about the budget. Ken Defay, Sewell, had questions about summer entertainment.

CLOSE

	Motion	Second	Yes	No	Abstain
Chila	X		X		
Barnes					
Christy			X		
DiMarco			X		
Simmons		X	X		
Taliaferro			X		
Damminger			X		

Comments: N/A

Adjournment 8:18 PM

	Motion	Second	Yes	No	Abstain
Chila	X		X		
Barnes					
Christy			X		
DiMarco			X		
Simmons		X	X		
Taliaferro			X		
Damminger			X		

Comments: N/A



ROBERT N. DILELLA, CLERK

A1

RESOLUTION AUTHORIZING A CLOSED SESSION TO DISCUSS THE STATUS OF AND POSSIBLE LITIGATION PERTAINING TO THE CONTRACT DISPUTE REGARDING THE WEST DEPTFORD PILOT AGREEMENT

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

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

WHEREAS, the Open Public Meetings Act further provides that a public body may exclude the public from a portion of a meeting at which the public body discusses items enumerated in the Open Public Meetings Act at N.J.S.A. 10:4-12(b)(7), which items are recognized as requiring confidentiality; and

WHEREAS, it is necessary and appropriate for the Board of Chosen Freeholders of the County of Gloucester to discuss certain matters in a meeting not open to the public consistent with N.J.S.A. 10:4-12(b)(7).

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

1. The Board of Chosen Freeholders of the County of Gloucester shall hold a closed meeting, from which the public shall be excluded, on *May 7, 2014*.
2. The general nature of the subject to be discussed at said closed meeting shall be the status of and possible litigation pertaining to a contract dispute in regard to the West Deptford Township Pilot Agreement.
3. The minutes of said closed meeting shall be made available for disclosure to the public, consistent with N.J.S.A. 10:4-13, when the items which are the subject of the closed session discussion are resolved and a reason for confidentiality no longer exists.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, May 7, 2014 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

A2

RESOLUTION AUTHORIZING AND CONFIRMING SETTLEMENT OF STATE TAX COURT TAX APPEAL COMPLAINTS OF PLAINTIFF, R&F DEPTFORD, LLC VS. DEPTFORD TOWNSHIP, DOCKET NUMBERS 009094-2012, 005668-2013

WHEREAS, the Plaintiff, R&F Deptford, LLC, represented by the law firm Cole, Schotz, Meisel, Forman & Leonard, PA, filed state tax appeals contesting the assessment on the subject property known as Block 5, Lot 21, within the Township of Deptford; and

WHEREAS, the pursuant to N.J.S.A. 54:1-99, N.J.A.C. 18:17A-8.1, the Gloucester County Office of Assessment is responsible for assessing all properties within Gloucester County, and is the Taxing District for purposes of assessing properties and defending claims challenging said assessments therein pursuant to the above cited Act and New Jersey Court Rule 8:13; and

WHEREAS, the parties through Legal Counsel and Assessors and/or certified Real Estate Appraisers engaged by the taxpayer and County have reached a resolution of the complaints, settling outstanding claims by Stipulation of Settlement attached hereto and hereby incorporated; and

WHEREAS, these settlements will reduce the assessment to reflect the actual fair assessable value of the property consistent with assessing practices under N.J.S.A. Title 54.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that disposition of the complaints filed by the herein mentioned Plaintiff is authorized as follows and as more specifically set forth in the attached Stipulation of Settlement:

Tax Year	Original Assessment	Requested Tax Court Judgment
2012	\$8,879,500	\$8,679,500
2013	\$8,879,500	\$7,500,000
2014	\$8,879,500	\$7,000,000

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

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, May 7, 2014, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

**COLE, SCHOTZ, MEISEL,
 FORMAN & LEONARD, P.A.**
 A Professional Corporation
 Court Plaza North
 25 Main Street
 P. O. Box 800
 Hackensack, New Jersey 07602-0800
 (201) 489-3000
 (201) 489-1536 Facsimile
 Attorneys for Plaintiff, R&F Deptford, LLC

R&F DEPTFORD, LLC,

 Plaintiff,

 v.

 DEPTFORD TOWNSHIP,

 Defendant.

: TAX COURT OF NEW JERSEY
 : DOCKET NOS. **008596-2012; 005668-2013;**
 : **AND _____-2014**
 :
 : Civil Action
 :
 : **STIPULATION OF SETTLEMENT**
 :
 :

THIS MATTER having been amicably adjusted by and between the parties, it is hereby
 Stipulated and Agreed as follows:

1. The assessment for Block 5, Lot 21, also known as 1440 Clements Bridge Road,
 Deptford, New Jersey located in the County of Gloucester and State of New Jersey (the "Subject
 Property"), for the tax years 2012, 2013, and 2014 shall be adjusted and judgment entered as
 follows:

Tax Year 2012 Block 5, Lot 21
(Docket No. 008596-2012)

	Original Assessment	Requested Tax Court Judgment (REDUCTION)
Land	\$ 944,600.00	\$ 944,600.00
Improvements	7,934,900.00	7,734,900.00
Total	\$ 8,879,500.00	\$ 8,679,500.00

Tax Year 2013 Block 5, Lot 21
(Docket No. 005668-2013)

	Original Assessment	Requested Tax Court Judgment (REDUCTION)
Land	\$ 944,600.00	\$ 944,600.00
Improvements	7,934,900.00	6,555,400.00
Total	\$8,879,500.00	\$ 7,500,000.00

Tax Year 2014 Block 5, Lot 21
(Docket No. -2013)

	Original Assessment	Requested Tax Court Judgment (REDUCTION)
Land	\$ 944,600.00	\$ 944,600.00
Improvements	7,934,900.00	6,055,400.00
Total	\$8,879,500.00	\$ 7,000,000.00

2. The undersigned have made such examination of the value and proper assessments of the Subject Property and have obtained such appraisals, analysis and information with respect to the valuation and assessments of the Subject Property as they deem necessary and

appropriate for the purposes of enabling them to enter into this Stipulation. The assessor of the Taxing District has been consulted by the attorneys for the Taxing District with respect to this settlement and has concurred.

3. Based upon the foregoing, the undersigned represent to the Court that this Stipulation will result in assessments of the Subject Property at the fair assessable value of same consistent with the assessing practices generally applicable in the Taxing District as required by law.

4. It is further agreed that any and all refunds as prescribed hereby shall be made payable to Cole, Schotz, Meisel, Forman & Leonard, P.A., in trust for R&F Deptford, LLC Associates, and delivered to Carl A. Rizzo, Esq. at Cole, Schotz, Meisel, Forman & Leonard, P.A., 25 Main Street, Court Plaza North, Hackensack, New Jersey 07601.

5. The undersigned do hereby agree to the substance and terms contained herein and acknowledge that this Stipulation fully resolves the pending matters.

COLE, SCHOTZ, MEISEL,
FORMAN & LEONARD, P.A.
Attorneys for Plaintiff, R&F Deptford,
LLC

LONG MARMERO & ASSOCIATES, LLP,
Attorney for Defendant

By: _____
Carl A. Rizzo

By: _____
Douglas M. Long

DATED: April __, 2014

DATED: April __, 2014

A3

**RESOLUTION AUTHORIZING SETTLEMENT OF THE
BAIL FORFEITURE MATTER ENTITLED STATE v. TOLGA TOP,
BAIL NUMBERS GLO-0030250 AND GLO-0030251 FOR \$40,000.00**

WHEREAS, a bail bond is a written document which is provided by an insurance company (surety) that guarantees a defendant's appearance in court and hold the surety liable for the amount of the bond in the event the defendant fails to appear; and

WHEREAS, failure to appear in court results in a forfeiture of the bail and a bench warrant is issued for the defendant's arrest; and

WHEREAS, County Counsel oversees the collection of forfeited bail with oversight by the Office of the Attorney General; and

WHEREAS, the defendant, Tolga Top, has fled to Turkey and failed to appear, and has forfeited bail in the total amount of \$175,000.00; and

WHEREAS, a Motion has been filed to set aside forfeiture and exonerate the surety in the matter; and

WHEREAS, at a minimum, negotiated settlements should recoup county and state costs, and counsel for the County has proposed a settlement in the amount of \$40,000.00 as a reasonable offer in order to save costs for the County should the matter proceed to litigation, as it may take a significant amount of time to resolve and the costs may become substantial; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that the settlement offer of \$40,000.00 is hereby authorized and approved in order to avoid the potentially substantial costs of litigation; and

BE IT FURTHER RESOLVED that the Director of the Board is hereby authorized and directed to execute, and the Clerk of the Board is authorized to attest to the execution of any and all applicable documents they may be required; or in the alternative, that counsel on the County's behalf shall be authorized to sign the necessary Stipulation of Settlement or Consent Order required to resolve the matter in the amount of \$40,000.00.

ADOPTED at a meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, May 7, 2014 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

149

RESOLUTION AUTHORIZING THE COUNTY TO ACCEPT A PORTION OF PARADISE ROAD IN THE TOWNSHIP OF WEST DEPTFORD AND TURNING OVER A PORTION OF FRIARS BOULEVARD

WHEREAS, the County of Gloucester is seeking to take over a portion of Paradise Road in the Township of West Deptford and make improvements thereto; and

WHEREAS, such a portion of Paradise Road is currently owned and controlled by the Township; and

WHEREAS, the Board of Chosen Freeholders and the County of Gloucester believes that it is in the best interest of the citizens of the County to accept such portion of Paradise Road from the Township of West Deptford; and

WHEREAS, ownership and control of a portion of Paradise Road by the County shall follow the passage of a resolution by the West Deptford Township Committee confirming their consent to turn over such portion; and

WHEREAS, the County shall relinquish to West Deptford Township a portion of Friars Boulevard known as CR 643 spur from Grove Road (CR 643) to the Rt. 295 Interchange in exchange.

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

1. That the County of Gloucester hereby accepts ownership and control of the portion of Paradise Road situated in the Township of West Deptford, such portion being specifically the section from the intersection with State Highway Route 44 to the new signalized intersection at the approach to the newly constructed bridge to the Port of Paulsboro.
2. That ownership of the hereinabove mentioned portion of Paradise Road by the County shall be effective immediately upon passage of a resolution by West Deptford Council confirming their consent to turn over such portion.
3. That the County shall relinquish a portion of Friars Boulevard known, as CR 643 spur from Grove Road (CR 643) to the Rt. 295 Interchange, to the control of West Deptford Township in exchange.
4. That this resolution be recorded in the Office of the Clerk of Gloucester County.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, May 7, 2014 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

A5

RESOLUTION PROVIDING FOR THE INSERTION OF SPECIAL ITEMS OF REVENUE INTO THE 2014 BUDGET PURSUANT TO N.J.S.A. 40A:4-87

WHEREAS, N.J.S.A. 40A:4-87 provides that the Director of the Division of Local Government Services may approve the insertion of any special item of revenue in the budget of any County or Municipality when such item shall have been made available by law, and the amount thereof was not determined at the time of the adoption of the budget; and

WHEREAS, said Director may also approve the insertion of an item of appropriation for equal amount.

NOW, THEREFORE, BE IT RESOLVED that the County of Gloucester hereby requests the Director of the Division of Local Government Services approve the insertion of special items of revenue into the Gloucester County budget for the year 2014 as follows:

- (1) The sum of **\$71,238.00**, which item is now available as a revenue from the New Jersey Department of Law and Public Safety Sexual Assault Nurse Examiner Grant (SANE), to be appropriated under the caption of the New Jersey Department of Law and Public Safety Sexual Assault Nurse Examiner Grant (SANE) - *Other Expenses*;
- (2) The sum of **\$3,439.00**, which item is now available as a revenue from the New Jersey Department of Law and Public Safety Underage Drinking Laws "Cops in Shops", to be appropriated under the caption of the New Jersey Department of Law and Public Safety Underage Drinking Laws "Cops in Shops" - *Other Expenses*;
- (3) The sum of **\$10,000.00**, which item is now available as a revenue from the New Jersey Department of Human Services County Welfare Agency Case Banking Equipment Grant, to be appropriated under the caption of the New Jersey Department of Human Services County Welfare Agency Case Banking Equipment Grant - *Other Expenses*.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, May 7, 2014 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

ALP

RESOLUTION AUTHORIZING EXECUTION AND DELIVERY OF A SECOND EXTENSION TO THE EXISTING SHARED SERVICES AGREEMENT BETWEEN THE COUNTY AND THE SALEM COUNTY IMPROVEMENT AUTHORITY REGARDING THE REGIONAL WASTEWATER MANAGEMENT PROJECT FOR A FIVE YEAR PERIOD

WHEREAS, the County of Gloucester, New Jersey ("County"), and the Salem County Improvement Authority ("SCIA"), together referred to as the "Counties", in an effort to meet their respective wastewater management plan requirements, have been working diligently to develop a cooperative, bi-county, regional, governmental wastewater treatment approach which will accommodate the significant wastewater management planning needs of both Counties now and into the future; and

WHEREAS, the County, as lead, has been engaged in extensive, ongoing discussions and negotiations with E.I. DuPont De Nemours & Co., Inc., ("DuPont") over the past several years concerning the potential for the Counties to access significant excess wastewater treatment capacity available at the DuPont Chambers Works site for a regional municipal wastewater treatment project (the "Project"); and

WHEREAS, in connection with the ongoing negotiations with DuPont and other transaction participants, the Counties entered into a Shared Services Agreement, dated January 7, 2010 ("Shared Services Agreement"), pursuant to which the SCIA and the County have, among other things, agreed to share start-up and ongoing costs and expenses related to the Project, including, but not limited to, expenses for ongoing professional engineering, technical, financial and legal services by the sharing of certain funds originally made available to the SCIA from the New Jersey Department of Environmental Protection ("Funds"); and

WHEREAS, the Shared Services Agreement was extended for an additional one (1) year term by the Counties by agreement executed on January 6, 2013; and

WHEREAS, negotiations with DuPont remain ongoing and the Counties anticipate incurring significant additional professional expenses in connection with the Project and the Counties wastewater management planning activities generally; and

WHEREAS, notwithstanding the expected continuation of negotiations with DuPont and the time required to complete the Project, the Shared Services Agreement, by its terms, expired three (3) years from the date of execution thereof and the one year extension is set to expire, unless otherwise extended by mutual agreement of the Counties; and

WHEREAS, in order to effectuate the extension of the term of the Shared Services Agreement, the County and SCIA are now desirous of entering into and delivery of a second Extension to the Shared Services Agreement ("Extension Agreement"), pursuant to N.J.S.A. 40A:65-1 et seq, for a five year term retroactive to January 6, 2014.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that the Director be and is hereby authorized to execute and the Clerk of the Board be and is hereby authorized to attest to the Second Extension Agreement with the SCIA to provide for the continued payment of the significant on-going professional costs and fees resulting from negotiations with DuPont regarding the Project at the DuPont Chambers Works site as well as general costs associated with the Counties respective wastewater management planning activities; and

BE IT FURTHER RESOLVED that the County is further authorized to act pursuant to the Shared Services Agreement and the Second Extension Agreement, including but not limited to accepting and holding the remaining Funds, disbursing the Funds as permitted under the Shared Services Agreement, and doing all things necessary and proper to effectuate the Shared Services Agreement.

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

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, May 7, 2014 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

ALC

SECOND EXTENSION TO SHARED SERVICES INTERLOCAL AGREEMENT BETWEEN THE COUNTY OF GLOUCESTER AND THE SALEM COUNTY IMPROVEMENT AUTHORITY WITH REGARD TO THE REGIONAL WASTEWATER MANAGEMENT PLANNING AND DUPONT CHAMBERS WORKS REGIONAL WASTEWATER TREATMENT PROJECT

This Second Extension to Shared Services Interlocal Agreement ("Second Extension Agreement") is hereby made as of the 10th day of April, 2014 by and between the County of Gloucester, New Jersey ("Gloucester") and The Salem County Improvement Authority ("Salem"), pursuant to the Uniform Shared Services and Consolidation Act, N.J.S.A 40A:65-1, et seq. (Gloucester and Salem shall together be referred to herein as the "Counties").

1. BACKGROUND

The Counties entered into that certain Shared Services Interlocal Agreement ("Shared Services Agreement"), dated as of January 7, 2010, which, among other things, provides for cost sharing between the Counties for professional costs and fees incurred by the Counties in connection with the establishment and implementation of a bi-county, regional, cooperative governmental wastewater treatment project with E.I. DuPont DeNemours & Company, Inc. ("DuPont"). Pursuant to Section 4 of the Shared Services Agreement, the Shared Services Agreement, by its terms, expired three (3) years from the date of execution thereof unless extended upon mutual agreement by the Counties. Pursuant to that certain First Extension of Shared Services Interlocal Agreement, dated as of January 6, 2013 ("First Extension Agreement"), the Counties extended the term of the Shared Services Agreement for an additional one (1) year period to expire on January 6, 2014 in order to allow for continued negotiations with DuPont. The Counties continue to negotiate with DuPont and certain regulators regarding the subject regional wastewater project. However, the term of the First Extension has heretofore expired. The Counties are now, therefore, desirous of extending the term of the Shared Services Agreement in order to preserve the respective rights and

obligations of the parties thereunder and therefore desire to further extend the Shared Services Agreement pursuant to this Second Extension Agreement.

2. EXTENSION

By execution of this Second Extension Agreement, the Counties hereby agree to extend the term of the Shared Services Agreement for an additional period of five (5) years, without lapse, with a retroactive extension date commencing on January 6, 2014 and ending on January 6, 2019, pursuant to and in accordance with all other terms and provisions of the Shared Services Agreement, as extended by the First Extension Agreement.

3. NO AMENDMENT OR IMPAIRMENT OF RIGHTS

No other terms or provisions of the Shared Services Agreement, other than the extension of the term thereof in accordance with the First Extension Agreement and by Section 2 hereof, shall be amended or affected by the execution of this Second Extension Agreement. Moreover, nothing in this Second Extension Agreement shall effect or impair any of the rights of the Counties set forth in the Shared Services Agreement or to further extend the Shared Services Agreement in the future.

4. COUNTERPARTS

This Second Extension Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together will constitute one and the same instrument.

This Second Extension Agreement is hereby executed by the Counties as of this 10th day of April, 2014.

WITNESS OR ATTEST:

ROBERT N. DILELLA, CLERK

COUNTY OF GLOUCESTER

By: _____
ROBERT M. DAMMINGER, DIRECTOR

WITNESS OR ATTEST:

Robert E. Widdifield

THE SALEM COUNTY
IMPROVEMENT AUTHORITY

By: *Robert E. Widdifield*
Robert E. Widdifield
Chairman

A7

RESOLUTION AUTHORIZING THE RENEWAL OF A SHARED SERVICES AGREEMENT WITH THE GLOUCESTER COUNTY IMPROVEMENT AUTHORITY RELATED TO EMPLOYEE SCREENING, TESTING, INTERVIEWING AND RELATED SERVICES FROM FEBRUARY 7, 2014 TO FEBRUARY 6, 2034

WHEREAS, the County of Gloucester ("County") is a body politic and corporate of the State of New Jersey with main offices located at 2 S. Broad Street, Woodbury, NJ 08096; and

WHEREAS, the Gloucester County Improvement Authority ("GCIA") is a corporation formed pursuant to the laws of the State of New Jersey with offices at Budd Boulevard, Woodbury, New Jersey 08096; and

WHEREAS, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq., specifically authorizes Gloucester County and governmental entities to enter into Shared Services Agreements with other governmental entities; and

WHEREAS, County maintains a Human Resources Department which has experience in advertising governmental positions of employment, conducting interviews, arranging testing and administering Human Resources services; and

WHEREAS, the GCIA operates on a smaller scale, but is still required from time to time to seek and hire employees; and

WHEREAS, the GCIA could be expected to experience economies of scale by agreeing with the County that the County, through its Department of Human Resources, will conduct the solicitation for prospective employees, conduct the employment process (including testing and screening) and make a recommendation to the local unit of an employee to hire.

NOW THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that the Director be and is hereby authorized to and the Clerk of the Board be and is hereby authorized to attest to a Shared Services Agreement with the GCIA for the provision by the County for shared services related to employee screening, testing, interviewing and related services from February 7, 2014 to February 6, 2034; and

BE IT FURTHER RESOLVED, that the Administrator of the County of Gloucester and the Gloucester County Counsel are hereby authorized to negotiate the final terms of the Agreement authorized by this Resolution, provided that the Agreement in final form is in substantially the same form as approved by this Resolution. As the Appointing Authority, the County Administrator is authorized and directed to undertake all actions necessary to effectuate the provisions of this Shared Services Agreement.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, May 7, 2014, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

A7

SHARED SERVICES AGREEMENT

by and between the

COUNTY OF GLOUCESTER, NEW JERSEY

and

GLOUCESTER COUNTY IMPROVEMENT AUTHORITY

FOR THE SOLICITATION AND PROCESSING

OF APPLICATIONS FOR EMPLOYMENT AND THE

RECOMMENDATION OF PROSPECTIVE EMPLOYEES FOR HIRE

Dated: February 7, 2014

Prepared by: Matthew P. Lyons,
County Counsel

SHARED SERVICES AGREEMENT

THIS SHARED SERVICES AGREEMENT ("Shared Services "), dated February 7, 2014, by and between the Gloucester County Improvement Authority, (referred to as "Local Unit") and the County of Gloucester, a body politic and corporate of the State of New Jersey ("County").

RECITALS

1. The County of Gloucester ("County") is a body politic and corporate of the State of New Jersey with main offices located at Two S. Broad Street, Woodbury, NJ 08096;
2. The Gloucester County Improvement Authority is a corporation formed pursuant to the laws of the State of New Jersey with offices at Budd Boulevard, Woodbury, New Jersey 08096;
3. The Gloucester County Improvement Authority is a local unit and eligible to enter into Interlocal Services Agreements. It is hereafter referred to as "the Local Unit";
4. County maintains a Human Resources Department which has experience in advertising governmental positions of employment, conducting interviews, arranging testing and administering Human Resources services;
5. The Local Unit operates on a smaller scale, but still is required from time to time to seek and hire employees;
6. The Local Unit could be expected to experience economies of scale by agreeing with the County that the County, through its Department of Human Resources, will conduct the solicitation for prospective employees, conduct the employment process and make a recommendation to the local unit of an employee to hire;
7. The Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq., specifically authorizes Gloucester County and governmental entities to enter into Shared Services Agreements with other governmental entities; and

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

AGREEMENT

A. DESCRIPTION OF THE PROJECT.

The Project for purposes of this Agreement shall consist of the County advertising the availability of employment and soliciting candidates for employment for the Local Unit; interviewing candidates; testing the candidates consistent with the nature of the job to be

performed, which may in some cases include drug testing or physical capacity testing; otherwise screen the candidates. The County will then recommend an employee for hire to the Local Unit, which will make the final decision on hiring.

County and the Local Unit shall agree upon a protocol for the Local Unit to advise the County of the existence of a vacancy or otherwise the need for a new hire.

The County will appropriately screen the applicants for the positions and see to the performance of appropriate testing where necessary and permitted.

B. LOCAL UNIT RESPONSIBILITIES.

The Local Unit will:

1. On a timely basis provide all information concerning the existence of a vacancy or other need for an employee, providing to the County the job description, prospective salary information, position on table of organization and all other information relative to the hiring process;
2. The Local Unit shall be responsible for the cost of drug testing, physical capacity testing, other screenings, and any other testing or screening performed by the County;
3. The Local Unit will act in a timely fashion on the recommendations made by the County Department of Human Resources with regard to the applicants for employment and notify the County whether or not the employee has been hired or has been rejected.

C. PAYMENT FOR TESTING AND SERVICES.

The Local Unit shall be responsible for the cost of all testing and screening, as above described.

For the first year of this Contract, the Local Unit shall not be obligated to make any payment to the County for the performance of the services. On an annual basis, the County may require that a reasonable fee for the performance of the services be paid by the Local Unit to the County.

D. DURATION OF AGREEMENT.

This Agreement shall be effective for the period of twenty years commencing February 7, 2014 and concluding February 6, 2034.

County may, by Resolution, on 90 days' notice to the Local Unit terminate this agreement, in which event the parties shall have no further obligation to each other.

E. LIMITATION OF DELEGATION.

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

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

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

F. INDEMNIFICATION OF COUNTY.

- (a) During the Term of this Interlocal Services Agreement, the Local Unit shall indemnify and shall hold the County, the members of the Board and its officers, agents and employees harmless against, and the Local Unit shall pay any and all, liability, loss, cost, damage, claims, judgment or expense, of any and all kinds or nature, which shall be imposed by law, which the County, the members of the Board or its, officers, agents and employees may sustain or may be subject to or may be caused to incur by reason of any claim, suit or action which is based upon personal injury, death, or damage to property, whether real, personal or both, or upon or arising out of any services performed by County in connection with the work described in this Agreement. The Local Unit shall be responsible for the performance of these promises to indemnify and defend only with regard to claims asserted in connection with the performance of services by the County for the Local Unit.
- (b) The Local Unit at its own cost and expense, shall defend any and all such claims, suits and actions which may be brought or asserted against the County, the members of the Board or its officers, agents or employees; provided, however, that this provision shall not be deemed to relieve any insurance company which has issued a policy of insurance of its obligation to defend the County, the Local Unit and any other insured party which may be named in such policy or insurance in connection with any claims, suits or actions which are covered by the terms of such policy.
- (c) The County and Local Unit agree as follows:
 - (i) The County shall give an authorized Local Unit representative prompt written notice of the filing of each such claim and the institution of each such suit or action, and the Local Unit shall give an authorized County representative prompt written notice of the filing of each such claim and the institution of each such suit or action;

- (ii) The County shall not, without the prior written consent of the Local Unit, adjust, settle or compromise any such claim, suit or action with respect to the Project, and the Local Unit shall not, without the prior written consent of the County, adjust, settle or compromise any such claim, suit or action with respect to the Project; and

G. COMPLIANCE WITH LAWS AND REGULATIONS.

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

H. NO ADDITIONAL WAIVER IMPLIED BY ONE WAIVER.

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

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

J. MISCELLANEOUS.

1. **Amendment.** This Interlocal Services Agreement may not be amended or modified for any reason without the express prior written consent of the parties hereto.
2. **Successors and Assigns.** This Interlocal Services Agreement shall inure to the benefit of and shall be binding upon the County, the Local Unit and their respective successors and assigns.
3. **Severability.** In the event that any provision of this Interlocal Services Agreement shall be held to be invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

4. **Counterparts.** This Interlocal Services Agreement may be simultaneously executed in several counterparts, each of which shall constitute an original document and all of which shall constitute but one and the same instrument.
 5. **Entire Agreement.** This Interlocal Services Agreement sets forth all the promises, covenants, agreements, conditions and undertakings between the parties hereto with respect to the subject matter hereof, and supersedes all prior or contemporaneous agreements and undertakings, inducements, or conditions, express or implied, oral or written between the parties hereto.
 6. **Further Assurances and Corrective Instruments.** The Local Unit and the County shall execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Project or to correct any inconsistent or ambiguous term hereof.
 7. **Headings.** The Article and Section headings in this Interlocal Services Agreement are included herein for convenience of reference only and are not intended to define or limit the scope of any provision of this Interlocal Services Agreement.
 8. **Non-Waiver.** It is understood and agreed that nothing which is contained in this Interlocal Services Agreement shall be construed as a waiver on the part of the parties, or any of them, of any right which is not explicitly waived in this Interlocal Services Agreement.
 9. **Governing Law.** The terms of this Interlocal Services Agreement shall be governed by and construed, interpreted and enforced in accordance with the laws of the State applicable to agreements made and to be performed entirely within such State, including all matters of enforcement, validity and performance.
- K. **EFFECTIVE DATE.** This Agreement shall be effective as of February 7, 2014, which date shall be considered the commencement date of this Agreement.

ATTEST:

COUNTY OF GLOUCESTER

ROBERT N. DILELLA, CLERK

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

GLOUCESTER COUNTY
IMPROVEMENT AUTHORITY

PAUL W. LENKOWSKI, SECRETARY/
TREASURER

CHARLES FENTRESS, CHAIRMAN

A8

RESOLUTION APPROVING REVISIONS TO THE HUMAN RESOURCES MANUAL AND TO AMEND THE ADMINISTRATIVE CODE SECTION PER-6

WHEREAS, there exists a need by the County of Gloucester to approve revisions and additions to the Human Resources Manual; and

WHEREAS, the Human Resources Manual seeks to provide uniform operations within each department, increase efficiency, improve employee morale and enhance service to Gloucester County residents; and

WHEREAS, the following modifications are being requested:

- Section 7.6, Drugs and Alcohol: Updated contact person's name and phone number on page 13.

WHEREAS, the revisions to the Human Resources Manual have been recommended by the County Administrator and appear to be necessary and appropriate; and

WHEREAS, to completely implement the revisions to the Human Resources Manual, it is necessary to amend the Gloucester County Administrative Code Section PER-6.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that the County of Gloucester hereby approves the revisions to the Human Resources Manual and hereby directs that Gloucester County Administrative Code Section PER-6 be amended to reflect the amendment of this manual.

ADOPTED at a meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, May 7, 2014, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

CI

RESOLUTION AUTHORIZING AN AMENDMENT TO THE CONTRACT WITH ST. JOHN OF GOD COMMUNITY SERVICES TO INCREASE THE MAXIMUM CONTRACT AMOUNT BY \$3,600.00 RESULTING IN A NEW MAXIMUM CONTRACT AMOUNT OF \$163,600.00

WHEREAS, the Board of Chosen Freeholders of the County of Gloucester adopted a Resolution on July 25, 2012 authorizing the execution of a contract between the County of Gloucester and St. John of God Community Services for PY 12 funds to be utilized to provide "to-work" activities as outlined by the Work First New Jersey program as per RFP 12-034; and

WHEREAS, on June 26, 2013, a one year extension was approved through June 30, 2014 in an amount not to exceed \$160,000.00; and

WHEREAS, additional training, employment and support services to Work First New Jersey clients is necessary resulting in the need to increase this contract in an amount not to exceed \$3,600.00; and

WHEREAS, all terms and provisions of the previously executed Contract and extension, with the exception of the contract amount, will continue in full force and effect; and

WHEREAS, a Certificate of Availability of Funds is not required at this time as this is an open-ended contract, which does not obligate the County of Gloucester to make any purchase whatsoever.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that the Director is hereby authorized to execute and the Clerk of the Board is authorized to attest an Amendment to increase the contract with St. John of God Community Services by \$3,600.00 to obtain additional training, employment and support services to Work First New Jersey clients; and

BE IT FURTHER RESOLVED that prior to any purchase being made or service rendered pursuant to the within award, a Certificate of Availability shall be obtained from the Treasurer of the County of Gloucester certifying that sufficient monies are available at that time for that particular purpose and identifying the line item of the County budget from which said funds will be paid.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, May 7, 2014, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

CI

**AMENDMENT TO A CONTRACT
BETWEEN
ST. JOHN OF GOD COMMUNITY SERVICES
AND THE
COUNTY OF GLOUCESTER**

THIS AGREEMENT is entered into on this 7th day of May, 2014, by and between **St. John of God Community Services**, with offices at 1145 Delsea Drive, Westfield Grove, New Jersey 08093, hereinafter referred to as "**Contractor**", and the **County of Gloucester**, hereinafter referred to as "**County**".

In further consideration of the mutual promises made by and between the parties in the below-described contract, **Contractor** and **County** hereby agree as follows:

The Contract shall be increased \$3,600.00 resulting in a new maximum contract amount of \$163,600.00 due to the need for additional training, employment and support services to Work First New Jersey clients. This Contract and amendment is for estimated units of service on an as-needed basis which does not obligate the County of Gloucester to make any purchase therefore no Certificate of Availability of Funds is required at this time.

All other terms and provisions of the previous contract shall remain in full force and effect.

THIS AGREEMENT is effective as of the 7th day of May, 2014.

ATTEST:

COUNTY OF GLOUCESTER

ROBERT N. DILELLA, CLERK

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ST. JOHN OF GOD COMMUNITY SERVICES

**MUNCIE BUCKALEW,
EXECUTIVE DIRECTOR**

ca

RESOLUTION TO CONTRACT WITH ASPHALT PAVING SYSTEMS, INC. FOR THE SUPPLYING OF CATIONIC EMULSIFIED ASPHALT (CRS-2) FROM MAY 18, 2014 TO MAY 17, 2016 IN AN AMOUNT NOT TO EXCEED \$40,000.00 PER CONTRACT YEAR

WHEREAS, the County of Gloucester (hereinafter the "County") advertised for the receipt of bids for the supply of Cationic Emulsified Asphalt (CRS-2) to be utilized by the Highway Division of the County's Department of Public Works; and

WHEREAS, bids were publicly received and opened by the County on March 28, 2014; and

WHEREAS, after following proper bidding procedure, it was determined by the County that Asphalt Paving Systems, Inc., with an address at PO Box 530, Hammonton, N.J. 08037, was the lowest responsive and responsible bidder to supply Cationic Emulsified Asphalt (CRS-2) to the County for roadway applications at the unit cost of \$4.75 per gallon regular blend, and \$4.90 per gallon winter blend; and

WHEREAS, this contract term shall be from May 18, 2014 to May 17, 2016, in an amount not to exceed \$40,000.00 for each contract year with the option of the County to extend the contract for (1) one two year extension, or (2) one year extensions; and

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

WHEREAS, continuation of the contract beyond December 31, 2014 is conditioned upon the approval of the 2015 and 2016 county budgets.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that a contract for the supply of Cationic Emulsified Asphalt (CRS-2), as per bid specification PD-014-007, be and is hereby awarded to **Asphalt Paving Systems, Inc.**, from May 18, 2014 to May 17, 2016, with the option of the County to extend the contract for one (1) two year extension, or two (2) one year extensions, for an amount not to exceed \$40,000.00 for each contract year, in accordance with and pursuant to the bid submitted, and unit prices set forth within the bid proposal for the items as set forth hereinabove; and

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

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, May 7, 2014, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

ca

<p>PD 014-007 Bid Opening 3/28/2014 10:00am SPECIFICATIONS AND PROPOSAL FORM FOR THE SUPPLYING OF CATIONIC EMULSIFIED ASPHALT (CRS-2) FOR THE COUNTY OF GLOUCESTER PUBLIC WORKS DEPARTMENT.</p>	<p>VENDOR: Asphalt Paving Systems Inc. PO Box 530 Hammonton, NJ 08037 Robert Capoferri Pres. 609 561-4161 609 567-2824 Fax</p>	
<p>1 Regular Blend</p>	<p>PER GALLON \$4.75</p>	
<p>2 Winter Blend</p>	<p>\$4.90</p>	
<p>Variations: (if any)</p>	<p>NONE</p>	
<p>Will you extend your prices to local government entities within the County</p>	<p>YES</p>	
<p>Bid specifications sent to:</p>	<p>Construction Journal Prime Vendor</p>	<p>Asphalt Maintenance Solutions</p>
<p>Term of contract is for two (2) years with an option to extend the term for one (1) 2 year or 2 one (1) year periods.</p>		
<p>Based upon the bids received, I recommend Asphalt Paving Systems be awarded the contract as the lowest responsive, responsible bidder.</p>		<p>Sincerely, Robert J. McElane Purchasing</p>

62

SIGNATURE PAGE

SIGNED: _____ **COMPANY:** Asphalt Paving Systems, Inc.

NAME: Robert Capoferri **ADDRESS:** PO Box 530, Hamonton, NJ 08037
(PRINTED OR TYPED)

TITLE: President

TELE #: (609) 561-4161

DATE: March 28, 2014

FAX #: (609) 567-2824

TO BOARD OF CHOSEN FREEHOLDERS
OF THE COUNTY OF GLOUCESTER

FREEHOLDERS:

THE UNDERSIGNED HEREBY DECLARES THAT HE/SHE HAS CAREFULLY EXAMINED THE SPECIFICATIONS AND PROPOSAL FORM FOR THE ABOVE PROJECT, FOR WHICH BIDS WERE ADVERTISED TO BE OPENED AND READ IN PUBLIC ON **MARCH 28, 2014** at **10:00 AM**, LOCAL TIME, AT THE OFFICE OF THE PURCHASING AGENT, COUNTY ADMINISTRATION BUILDING, 2ND FLOOR, 2 SOUTH BROAD STREET, WOODBURY, NJ 08096.

THE BIDDER FURTHER DECLARES THAT HE/SHE WILL CONTRACT TO FURNISH ALL ITEMS IN ACCORDANCE WITH THE PRESCRIBED SPECIFICATIONS AT THE PRICES SPECIFIED BELOW:

REGULAR BLEND PER GALLON \$ 4.75

WINTER BLEND PER GALLON \$ 4.90

Variations N/A

Do you have any exceptions to these specifications?

yes _____ no X

C3

RESOLUTION TO CONTRACT WITH SOUTH STATE INC. FOR RESURFACING AND SAFETY IMPROVEMENTS TO BUCK ROAD (SECTION 2) COUNTY ROUTE 553 IN THE TOWNSHIP OF ELK AND BOROUGH OF GLASSBORO FOR THE TOTAL AMOUNT OF \$1,274,693.70

WHEREAS, the County of Gloucester (hereinafter the "County") advertised for the receipt of public bids for the county road improvement project known as "Resurfacing and Safety Improvements to Buck Road (Section 2) County Route 553 from the Thornwood Dr. to Sewell St., County Route 628 in the Township of Elk and Borough of Glassboro, County of Gloucester, New Jersey," Federal Project Number STP-0144 (110), Engineering Project #13-03FA (hereinafter the "Project"); and

WHEREAS, bids were publicly received and opened for the Project by the County on April 16, 2014; and

WHEREAS, after following proper public bidding procedure, it was determined that South State, Inc. (hereinafter South State) with an office address of 202 Reeves Road, PO Box 68, Bridgeton, NJ 08302, was the lowest responsive and responsible bidder pursuant to the specifications for the Project accordingly the County's Purchasing and Engineering Departments recommend award of a contract to South State for the Project, for a total contract amount of \$1,274,693.70 contingent upon approval by the New Jersey Department of Transportation; and

WHEREAS, the Contractor shall complete all work required for substantial completion of the Project within seventy (70) days after the issuance of the Notice to Proceed; and

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

WHEREAS, the Purchasing Agent for the County has certified the availability of funds for this contract in the amount of \$1,274,693.70, pursuant to C.A.F. #14-03202, which amount shall be charged against budget line item C-04-13-012-165-12228.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the Freeholder Director, is hereby authorized to execute and the Clerk of the Board is authorized to attest to a contract with South State, Inc. for the Project in the amount of ONE MILLION, TWO HUNDRED SEVENTY FOUR THOUSAND, SIX HUNDRED NINETY THREE DOLLARS AND SEVENTY CENTS (\$1,274,693.70), per the prices submitted in its bid, and contingent upon approval by the New Jersey Department of Transportation.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, May 7, 2014, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

03

Office of the County Engineer
 County of Gloucester
 Proposed Resurfacing and Safety Improvements to Brick Road (Section 2) County Route 553
 from Thornwood Dr. to Sovell St. County Route 628
 in the Township of Elk and Borough of Glassboro, County of Gloucester, New Jersey
 Federal Project Number STP-D-144 (110) Construction
 Engineering Project #13-03FA

Bid Date: Wednesday April 16, 2014
 Bid Time: 10:00 am

SUMMARY OF BIDS



SPECIFICATION NO. 13-03FA

Item No.	Description	Approx. Quantity	Unit	bidder 1 of 4		bidder 2 of 4		bidder 3 of 4		bidder 4 of 4		* Disqualified bidder 4 of 4	** Did not meet DBE Goal	*** Did not meet DBE Goal	**** Did not meet DBE Goal
				Amount	Unit Price										
1	Construction Layout	L.S.	L.S.	\$2,500.00	\$25,000.00	\$25,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$8,745.00	\$8,745.00				
2	Cleaning Site	L.S.	L.S.	\$155,000.00	\$125,000.00	\$125,000.00	\$2,532.70	\$2,532.70	\$2,532.70	\$54,144.00	\$54,144.00				
3	Excavation, Unclassified	200	C.Y.	\$1.00	\$20.00	\$20.00	\$4.00	\$4.00	\$8,000.00	\$0.01	\$0.01				
4	HMA Milling, 2 1/2" and Variable	53,000	S.Y.	\$1.00	\$53,000.00	\$2.50	\$132,500.00	\$3.00	\$159,000.00	\$1.71	\$90,630.00				
5	Hot Mix Asphalt 12.5H64 Surface Course, 2 1/2" Thick	7,950	Ton	\$70.00	\$558,500.00	\$75.00	\$598,250.00	\$85.00	\$675,750.00	\$85.63	\$621,758.50				
6	Hot Mix Asphalt 9.5H64 Leveling Course	500	Ton	\$74.00	\$37,000.00	\$40.00	\$20,000.00	\$80.00	\$40,000.00	\$76.44	\$38,220.00				
7	Tack Coat	3,200	Gal.	\$0.01	\$32.00	\$0.01	\$32.00	\$0.01	\$32.00	\$0.01	\$32.00				
8	Prime Coat	250	Gal.	\$0.01	\$2.50	\$0.01	\$2.50	\$0.01	\$2.50	\$0.01	\$2.50				
9	Dense Graded Aggregate Base Course, 6" Thick	1,000	S.Y.	\$2.00	\$2,000.00	\$4.00	\$4,000.00	\$4.00	\$4,000.00	\$13.00	\$13,000.00				
10	Hot Mix Asphalt 19M64 Base Course, 4" Thick	1,000	S.Y.	\$3.50	\$3,500.00	\$12.00	\$12,000.00	\$10.00	\$10,000.00	\$23.50	\$23,500.00				
11	9" x 18" Concrete Vertical Curb	1,500	L.F.	\$26.00	\$39,000.00	\$25.00	\$37,500.00	\$30.00	\$45,000.00	\$66.22	\$99,330.00				
12	Concrete Driveway, Reinforced, 6" Thick	50	S.Y.	\$30.00	\$1,500.00	\$60.00	\$3,000.00	\$40.00	\$2,000.00	\$207.58	\$10,379.00				
13	Hot Mix Asphalt Driveway, 2" Thick	1,000	S.Y.	\$23.00	\$23,000.00	\$15.00	\$15,000.00	\$20.00	\$20,000.00	\$63.16	\$63,160.00				
14	No Item			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00				
15	Bicycle Safe Grates	5	Unit	\$400.00	\$2,000.00	\$200.00	\$1,000.00	\$250.00	\$1,250.00	\$485.00	\$2,425.00				
16	Curb Piece	5	Unit	\$300.00	\$1,500.00	\$250.00	\$1,250.00	\$500.00	\$2,500.00	\$678.00	\$3,390.00				
17	Reset Existing Castings	20	Unit	\$10.00	\$200.00	\$300.00	\$3,000.00	\$0.01	\$0.20	\$422.00	\$8,440.00				
18	Reset Water Valve Boxes	10	Unit	\$10.00	\$100.00	\$50.00	\$500.00	\$0.01	\$0.10	\$42.00	\$4,200.00				
19	Reset Gas Valve Boxes	10	Unit	\$10.00	\$100.00	\$50.00	\$500.00	\$0.01	\$0.10	\$42.00	\$4,200.00				
20	Rip-Rap Stone Slope Protection, 12" Thick D50=6"	500	S.Y.	\$10.00	\$5,000.00	\$30.00	\$15,000.00	\$10.00	\$5,000.00	\$58.72	\$29,360.00				
21	Concrete Sidewalk, 4" Thick	250	S.Y.	\$65.00	\$16,250.00	\$55.00	\$13,750.00	\$50.00	\$12,500.00	\$146.39	\$36,597.50				
22	Detectable Warning Surface (Brick Pavers)	10	S.Y.	\$175.00	\$1,750.00	\$250.00	\$2,500.00	\$500.00	\$5,000.00	\$365.00	\$3,650.00				
23	No Item			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00				
24	Concrete Bridge Approach, 18" Thick	62	C.Y.	\$575.00	\$35,650.00	\$900.00	\$55,800.00	\$530.00	\$32,860.00	\$615.00	\$38,130.00				
25	Concrete Bridge Parapet, 4' 2" High Heavy Truck Parapet	136	L.F.	\$350.00	\$47,600.00	\$600.00	\$81,600.00	\$280.00	\$35,360.00	\$295.00	\$40,256.00				
26	Concrete Surface Course, 10" - 11" Thick	30	C.Y.	\$750.00	\$22,500.00	\$980.00	\$28,500.00	\$550.00	\$16,500.00	\$689.00	\$20,670.00				
27	Removal of Traffic Stripes	1,000	L.F.	\$0.75	\$750.00	\$0.75	\$750.00	\$0.75	\$750.00	\$0.78	\$780.00				
28	Traffic Markings, Thermoplastic	2,500	S.F.	\$2.00	\$5,000.00	\$3.90	\$9,750.00	\$2.00	\$5,000.00	\$2.08	\$5,200.00				
29	Traffic Stripes, Long Life, Epoxy Resin	45,500	L.F.	\$0.27	\$12,285.00	\$0.25	\$11,375.00	\$1.00	\$45,500.00	\$0.28	\$12,740.00				
30	Regulatory, Warning and Guide Signs	200	S.F.	\$27.00	\$5,400.00	\$35.00	\$7,000.00	\$25.00	\$5,000.00	\$28.10	\$5,620.00				

SUMMARY OF BIDS



SPECIFICATION NO. 13-033FA

Item No.	Description	Approx. Quantity	Unit	bidder 1 of 4			bidder 2 of 4			bidder 3 of 4			bidder 4 of 4		
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
31	Reflective U-Post Inserts	25	Unit	\$31.00	\$775.00	\$35.00	\$875.00	\$30.00	\$750.00	\$32.26	\$806.50				
32	No Item				\$0.00		\$0.00		\$0.00		\$0.00				
33	RPM, Bi-Directional, Amber Lens	240	Unit	\$24.00	\$5,760.00	\$24.00	\$5,760.00	\$25.00	\$6,000.00	\$25.03	\$6,007.20				
34	RPM, Bi-Directional, Blue Lens	5	Unit	\$24.00	\$120.00	\$24.00	\$120.00	\$25.00	\$125.00	\$25.03	\$125.15				
35	RPM, Bi-Directional, Red/White Lens	5	Unit	\$24.00	\$120.00	\$24.00	\$120.00	\$25.00	\$125.00	\$25.03	\$125.15				
36	No Item				\$0.00		\$0.00		\$0.00		\$0.00				
37	Turf Repair Strip	26,800	L.F.	\$0.01	\$268.00	\$0.01	\$268.00	\$0.01	\$268.00	\$1.40	\$37,520.00				
38	Construction Signs	1,000	S.F.	\$0.10	\$100.00	\$0.01	\$10.00	\$8.00	\$8,000.00	\$19.75	\$19,750.00				
39	Portable Variable Message Sign	2	Unit	\$10,000.00	\$20,000.00	\$1,200.00	\$2,400.00	\$10,000.00	\$20,000.00	\$2,610.00	\$5,620.00				
40	Police Traffic Directors	380	M.H.	\$80.00	\$30,400.00	\$60.00	\$22,800.00	\$60.00	\$22,800.00	\$60.00	\$22,800.00				
41	Flashing Arrow Board, 4' x 8'	1	Unit	\$1.00	\$1.00	\$500.00	\$500.00	\$2,000.00	\$2,000.00	\$728.52	\$728.52				
42	Traffic Control Truck With Mounted Crash Cushions	1	Unit	\$9,000.00	\$9,000.00	\$4,500.00	\$4,500.00	\$10,000.00	\$10,000.00	\$5,307.77	\$5,307.77				
43	Construction Barrier Curb	200	L.F.	\$45.00	\$9,000.00	\$20.00	\$4,000.00	\$40.00	\$8,000.00	\$65.16	\$13,032.00				
44	Drum	200	Unit	\$0.01	\$2.00	\$0.01	\$2.00	\$0.01	\$2.00	\$0.01	\$2.00				
45	Traffic Cone	200	Unit	\$0.01	\$2.00	\$0.01	\$2.00	\$0.01	\$2.00	\$0.01	\$2.00				
46	Breakaway Barricade	100	Unit	\$0.01	\$1.00	\$0.01	\$1.00	\$0.01	\$1.00	\$57.57	\$5,757.00				
47	Temporary Traffic Stripes, 4"	5,000	L.F.	\$0.19	\$950.00	\$0.20	\$1,000.00	\$0.01	\$50.00	\$0.20	\$1,000.00				
48	Beam Guide Rail	1,000	L.F.	\$15.00	\$15,000.00	\$15.00	\$15,000.00	\$20.00	\$20,000.00	\$20.03	\$20,030.00				
49	Tangent Guide Rail Terminal	3	Unit	\$2,200.00	\$6,600.00	\$2,200.00	\$6,600.00	\$2,000.00	\$6,000.00	\$2,000.00	\$6,000.00				
50	Flared Guide Rail Terminal	1	Unit	\$2,300.00	\$2,300.00	\$2,300.00	\$2,300.00	\$2,000.00	\$2,000.00	\$2,705.92	\$2,705.92				
51	Thrie Beam Guide Rail, Bridge	98	Unit	\$80.00	\$8,820.00	\$80.00	\$8,820.00	\$80.00	\$8,820.00	\$61.40	\$6,017.20				
52	24" Corrugated Metal End Section	2	Unit	\$600.00	\$1,200.00	\$625.00	\$1,250.00	\$950.00	\$1,900.00	\$797.85	\$1,595.70				
53	12" Corrugated Metal End Section	2	Unit	\$500.00	\$1,000.00	\$450.00	\$900.00	\$850.00	\$1,700.00	\$538.59	\$1,277.18				
54	No Item				\$0.00		\$0.00		\$0.00		\$0.00				
55	Removal of Beam Guide Rail	2,305	L.F.	\$1.00	\$2,305.00	\$1.00	\$2,305.00	\$1.00	\$2,305.00	\$1.04	\$2,397.20				
56	No Item				\$0.00		\$0.00		\$0.00		\$0.00				
57	Top Soiling, 4" Thick	200	S.Y.	\$8.00	\$1,600.00	\$4.00	\$800.00	\$10.00	\$2,000.00	\$4.88	\$936.00				
58	Fertilizing and Seeding, Type A-3	200	S.Y.	\$1.00	\$200.00	\$1.25	\$250.00	\$1.00	\$200.00	\$0.52	\$104.00				
59	Straw Mulching	200	S.Y.	\$1.00	\$200.00	\$1.00	\$200.00	\$1.00	\$200.00	\$0.47	\$94.00				
60-61	No Item				\$0.00		\$0.00		\$0.00		\$0.00				
62	Bridge Plaque	1	Unit	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$5,000.00	\$5,000.00	\$832.59	\$832.59				
63	Asphalt Price Adjustment	L.S.	L.S.	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00				
64	Fuel Price Adjustment	L.S.	L.S.	\$7,000.00	\$7,000.00	\$7,000.00	\$7,000.00	\$7,000.00	\$7,000.00	\$7,000.00	\$7,000.00				
65-99	No Item				\$0.00		\$0.00		\$0.00		\$0.00				
100	Flasher Panel Assemblies, with Power Inverter and Battery Back Up System	1	Unit	\$23,400.00	\$23,400.00	\$24,000.00	\$24,000.00	\$25,000.00	\$25,000.00	\$23,884.96	\$23,884.96				
101	Foundation, Type P-MC	1	Unit	\$2,000.00	\$2,000.00	\$2,100.00	\$2,100.00	\$2,000.00	\$2,000.00	\$3,226.29	\$3,226.29				
102	Foundation, Type SFK	3	Unit	\$1,600.00	\$4,800.00	\$1,600.00	\$4,800.00	\$2,000.00	\$6,000.00	\$1,571.52	\$4,714.56				

SUMMARY OF BIDS



SPECIFICATION NO. 13-03FA

Item No.	Description	Approx. Quantity	Unit	bidder 1 of 4		bidder 2 of 4		bidder 3 of 4		bidder 4 of 4		Total Bid	Total Bid*	Total Bid**	Total Bid***	Total Bid****
				Unit Price	Amount											
103	Foundation, Type SFT	2	Unit	\$3,800.00	\$7,600.00	\$3,900.00	\$7,800.00	\$4,000.00	\$8,000.00	\$4,995.55	\$9,991.10	\$4,995.55	\$9,991.10	\$4,995.55	\$9,991.10	\$4,995.55
104	18" x 36" Junction Box	4	Unit	\$1,900.00	\$7,600.00	\$1,900.00	\$7,600.00	\$2,000.00	\$8,000.00	\$1,873.33	\$7,493.32	\$1,873.33	\$7,493.32	\$1,873.33	\$7,493.32	\$1,873.33
105	No Item				\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	
106	Meter Cabinet, Type T	1	Unit	\$2,320.00	\$2,320.00	\$2,400.00	\$2,400.00	\$2,500.00	\$2,500.00	\$1,457.03	\$1,457.03	\$1,457.03	\$1,457.03	\$1,457.03	\$1,457.03	\$1,457.03
107	Solar Panel Array	5	Unit	\$2,900.00	\$14,500.00	\$3,000.00	\$15,000.00	\$3,000.00	\$15,000.00	\$2,705.92	\$13,529.60	\$2,705.92	\$13,529.60	\$2,705.92	\$13,529.60	\$2,705.92
108	Traffic Signal Standard, Steel	2	Unit	\$5,420.00	\$10,840.00	\$5,500.00	\$11,000.00	\$5,000.00	\$10,000.00	\$6,557.55	\$13,115.10	\$6,557.55	\$13,115.10	\$6,557.55	\$13,115.10	\$6,557.55
109	Traffic Signal Mast Arm, Steel	4	Unit	\$3,300.00	\$13,200.00	\$3,400.00	\$13,600.00	\$3,500.00	\$14,000.00	\$3,663.00	\$14,652.00	\$3,663.00	\$14,652.00	\$3,663.00	\$14,652.00	\$3,663.00
110	3" Rigid Metallic Conduit	261	L.F.	\$48.00	\$12,528.00	\$50.00	\$13,050.00	\$50.00	\$13,050.00	\$63.03	\$16,450.83	\$63.03	\$16,450.83	\$63.03	\$16,450.83	\$63.03
111	No Item				\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	
112	2 1/2" Rigid Metallic Conduit	35	L.F.	\$26.00	\$910.00	\$27.00	\$945.00	\$25.00	\$625.00	\$88.39	\$3,093.65	\$88.39	\$3,093.65	\$88.39	\$3,093.65	\$88.39
113	Traffic Signal Standard, Aluminum	3	Unit	\$2,400.00	\$7,200.00	\$2,450.00	\$7,350.00	\$2,500.00	\$7,500.00	\$2,019.03	\$6,057.09	\$2,019.03	\$6,057.09	\$2,019.03	\$6,057.09	\$2,019.03
114	No Item				\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	
115	Traffic Signal Head	8	Unit	\$800.00	\$6,400.00	\$800.00	\$6,400.00	\$2,500.00	\$20,000.00	\$874.22	\$6,993.76	\$874.22	\$6,993.76	\$874.22	\$6,993.76	\$874.22
116	No Item				\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	
117	No Item				\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	
118	Traffic Signal Cable, 5 Conductor	538	L.F.	\$3.40	\$1,829.20	\$3.50	\$1,883.00	\$15.00	\$8,070.00	\$2.50	\$1,345.00	\$2.50	\$1,345.00	\$2.50	\$1,345.00	\$2.50
119	Service Wire No. 6 AWG	141	L.F.	\$3.00	\$423.00	\$3.10	\$437.10	\$10.00	\$1,410.00	\$1.67	\$236.47	\$1.67	\$236.47	\$1.67	\$236.47	\$1.67
120	No Item				\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	
121	Overhead Mast Arm Signs	4	Unit	\$475.00	\$1,900.00	\$850.00	\$3,400.00	\$1,000.00	\$4,000.00	\$1,014.72	\$4,058.88	\$1,014.72	\$4,058.88	\$1,014.72	\$4,058.88	\$1,014.72
					\$1,274,693.70		\$1,429,657.60		\$1,439,000.00		\$1,418,368.76		\$1,418,368.76		\$1,418,368.76	

4-23-14
date

Vincent M. Volpe
Vincent M. Volpe, P.E.
Gloucester County Engineer

Project 13-03FA Summary of Bids

** Actual Total Bid Amount shown \$2,250.00 less than bid amount as submitted (math error line item #5)

*** Did not meet DBE Goal 0% provided - 8% required (Berton not a current certified DBE)

*** Did not meet DBE Goal 3.75% provided - 8% required (Berton not a current certified DBE)

*** Did not meet DBE Goal 3.75% provided - 8% required (Berton not a current certified DBE)

cd

**RESOLUTION AUTHORIZING CONTRACT CHANGE ORDER
#03-INCREASE, FINAL WITH SOUTH STATE, INC., IN THE AMOUNT OF \$24,794.22**

WHEREAS, the County of Gloucester (hereinafter the "County") previously received public bids for the construction of the County's roadway improvement project known as "Intersection Improvements to Woodbury-Glassboro Road, County Route 553 at Lambs Road, County Route 635 and Tylers Mill Road, Borough of Pitman and Mantua Township, Gloucester County," Engineering Project #08-04SA (hereinafter the "Project"); and

WHEREAS, a contract for the Project was awarded to South State, Inc. (hereinafter "South State"), with an office address of 202 Reeves Road-PO Box 68, Bridgeton, NJ 08302 in the amount of \$2,136,263.00 (hereinafter the "Contract") by Resolution on November 20, 2012; and

WHEREAS, the County previously revised the Contract by the County by Resolution on May 22, 2013 through Change Order #01-Increase in the amount of \$48,526.87; and

WHEREAS, the County revised the Contract again by Resolution on July 24, 2013 through Change Order #02-Increase in the amount of \$94,982.76; and

WHEREAS, Vincent M. Voltaggio, P.E., County Engineer, has recommended Change Order #03-Increase, Final, which will increase the total amount of the Contract with South State by \$24,794.22, resulting in a new total contract amount of \$2,304,566.85; and

WHEREAS, the said change order is based on final, as-built quantities; and

WHEREAS, the Purchasing Agent for the County has certified the availability of funds for Change Order #03-Increase in the amount of \$24,974.22, pursuant to C.A.F. #14-03476, which will be charged against budget line item C-04-06-012-165-13224 and C-04-09-013-165-13224.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester, that the above referenced Change Order #03-Increase, Final, with South State, Inc. is approved in the amount of \$24,974.22, resulting in a new total adjusted contract amount for the Project of \$2,304,566.85, and the Director is hereby authorized to execute and the Clerk of the Board to attest to any document necessary for the aforementioned purposes on behalf of the County.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, May 7, 2014, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

C4

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

THIS CONTRACT is made effective this 7th day of **May 2014**, by and between the **COUNTY OF GLOUCESTER**, a body politic and corporate, with administrative offices at 2 South Broad Street, Woodbury, New Jersey 08096, hereinafter referred to as "**County**", and **SOUTH STATE, INC.**, a New Jersey Corporation, with offices at 202 Reeves Road, PO Box 68, Bridgeton, NJ 08302, hereinafter referred to as "**Contractor**".

RECITALS

WHEREAS, there exists a need for the County to contract for all labor and materials required concerning the construction of the "Resurfacing and Safety Improvements to Buck Road (Section 2) County Route 553 from the Thornwood Dr. to Sewell St. County Route 628 in the Township of Elk and Borough of Glassboro, County of Gloucester, New Jersey," Federal Project Number STP-0144 (110) Construction, Engineering Project #13-03FA (hereinafter the "Project"); and

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

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

TERMS OF AGREEMENT

1. COMMENCEMENT OF SERVICES. Contractor shall commence services for the Project upon the County issuing a written Notice to Proceed to the Contractor; and the Contractor shall complete all work required for substantial completion of the Project within seventy (70) days after the issuance of the Notice to Proceed.

2. COMPENSATION. Contractor shall be compensated in the amount of **\$1,274,693.70** for all labor and materials required to construct the **Project**, as per the Specifications issued by the County identified as **13-03FA** (hereinafter the "Specifications"), and the unit prices set out in the Contractor's bid for the Project (hereinafter the "Bid").

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

F. Termination shall not operate to affect the validity of the indemnification provisions of this Contract, nor to prevent the County from pursuing any other relief or

damages to which it may be entitled, either at law or in equity.

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

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

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

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

10. **SET-OFF.** Should Contractor either refuse or neglect to provide the labor and materials that Contractor is required to provide in accordance with the terms of this Contract, and if expense is incurred by County by reason of Contractor's failure to perform, then and in that event, such expense shall be deducted from any payment due to Contractor. Exercise of such set-

off shall not operate to prevent County from pursuing any other remedy to which it may be entitled.

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

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

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

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

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

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

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

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

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

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

If mediation is demanded, it shall be demanded consistent with the County's provisions concerning Alternative Dispute Resolution for contracts to which N.J.S.A. 40A:11-50 is applicable. Those provisions are set forth below, [Note: Alternative Dispute Resolution shall not be available with regard to disputes concerning the bid solicitation or award process or the formation of contracts or subcontracts entered into pursuant to the New Jersey Local Public Contracts Law.]

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

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

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

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

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

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

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

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

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

- D. **Procedure to Request Mediation.** Either party may demand mediation by written notice to the other party. The written notice shall contain at minimum (1) a brief statement of the nature of the dispute, and (b) the name, address and the phone number of that party's designated representative for purposes of mediation. The other party shall designate its representative for mediation in writing no later than five (5) business days after receipt of the demand for mediation. The respective designees shall thereupon promptly, and with due regard for the need for timely action, choose a mediator. If the parties cannot agree on a

mediator, they shall choose a reputable mediation firm.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

THIS CONTRACT is effective as of this 7th day of **May 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 Contractor has caused this instrument to be signed by its properly authorized representative and its corporate seal affixed the day and year first above written.

ATTEST:

COUNTY OF GLOUCESTER

ROBERT N. DILELLA, CLERK

ROBERT M. DAMMINGER, DIRECTOR

SOUTH STATE, INC.

By: _____

(Please Print Name)

CU

**COUNTY OF GLOUCESTER
CHANGE ORDER FORM**

- 1. Name & Address of Vendor: South State Inc.
P.O. Box 68
Bridgeton, NJ 08302
- 2. Description of Project or Contract: Intersection Improvements to Woodbury-Glassboro Road, County Route 553 at Lambs Road, County Route 635 and Tylers Mill Road, Borough of Pitman & Mantua Township, Gloucester County
- 3. Date of Original Contract: November 20, 2012
- 4. P.O. Number: 12-09515
- 5. Amount of Original Contract: \$2,136,263.00
- 6. Amount of Previously Authorized Change Order (Change Order 1 & 2) \$143,509.63
- 7. Amount of this Change Order No. 3: \$24,794.22
- 8. New Total Amount of Contact (Total of Numbers 5, 6 & 7 Above) \$2,304,566.85
- 9. Need or Purpose of this Change Order: Based on final, as-built quantities.

This change order requested by [Signature] on 4-24-14
(Department Head) (Date)

Accepted by [Signature] on 4/24/14
(Vendor) (Date)

Approved by the Board of Chosen Freeholders, County of Gloucester

Attest:

By: _____
Robert N. DiLella, Clerk Robert M. Damming, Director

To All Vendors:
This Change Order is not official nor authorized until such time as this Change Order is accepted by The Board of Chosen Freeholders, County of Gloucester with appropriate Resolution.

NEW JERSEY DEPARTMENT OF TRANSPORTATION
STATE AID PROJECTS
CHANGE ORDER NUMBER - 3 FINAL
Division of Local Aid and Economic Development

C4

Project	Intersection Improvements to Woodbury Glassboro Road
Municipality	Borough of Pitman & Mantua Township
County	Gloucester
Contractor	South State Inc.

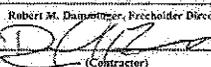
In accordance with the project Supplementary Specification, the following are changes in the contract:
Location and Reason for Change (Circle additional sheets if required)
 Based on final quantities installed, please see ARH Add/Deduct Sheet for additional detail.

Item No.	Description	Quantity (+/-)	Unit Price	Amount
Extras				
Item #	Description	Quantity (+)	Unit	Amount
17	Police Traffic Directors	+ 255.5	HOURLY \$ 80.00	\$ 20,445.00
27	HMA Milling, 3" or Less	+ 512	S.Y. \$ 2.00	\$ 1,024.00
29	Tack Coat	+ 4300	GAL. \$ 0.01	\$ 32.00
31	Hot Mix Asphalt 12.5 H 84 Surface Course	+ 163.89	TON \$ 75.00	\$ 12,291.75
33	Hot Mix Asphalt 2.5 H 84 Base Course	+ 545.41	TON \$ 65.00	\$ 35,451.65
36	24" Reinforced Concrete Pipe	+ 8	L.F. \$ 70.00	\$ 560.00
48	Riprap Stone Channel Protection, 12" Thick (D50-5") (Rena Mat)	+ 16	S.Y. \$ 100.00	\$ 1,600.00
52	Hot Mix Asphalt Driveway, 6" Thick	+ 547	S.Y. \$ 45.00	\$ 24,615.00
60	RPM, Mono-Directional, Amber Lens	+ 41	UNIT \$ 25.00	\$ 1,025.00
61	RPM, Bi-Directional, Amber Lens	+ 8	UNIT \$ 25.00	\$ 200.00
70	1 1/2" Rigid Metallic Conduit	+ 60	L.F. \$ 15.00	\$ 900.00
81	Service Wire, No. 6 AWG	+ 120	L.F. \$ 3.25	\$ 390.00
88	Traffic Signal Cable, 10 Conductor	+ 126	L.F. \$ 2.55	\$ 321.30
Total Extras				\$ 95,376.93

Item #	Description	Quantity (-)	Unit Price	Amount
4	Heavy Duty Silt Fence, Black	- 259	L.F. \$ 1.00	\$ (259.00)
5	Haybale	- 50	UNIT \$ 15.00	\$ (750.00)
6	Inlet Filter Type 2, 2' x 4'	- 27	UNIT \$ 10.00	\$ (270.00)
7	Construction Driveway	- 90	S.Y. \$ 0.01	\$ (0.90)
11	Drum	- 160	UNIT \$ 0.01	\$ (1.60)
13	Construction Signs	- 44	S.F. \$ 10.00	\$ (440.00)
15	Temporary Traffic Stripes, 4"	- 8840	L.F. \$ 0.21	\$ (1,856.40)
16	Temporary Pavement Markings	- 300	S.F. \$ 0.50	\$ (150.00)
18.06	Fuel Price Adjustment Remaining	- 1	L.S. \$ 8,457.98	\$ (8,457.98)
19.06	Asphalt Price Adjustment Remaining	- 1	L.S. \$ 4,313.57	\$ (4,313.57)
22	Excavation, Test Pit	- 12.7	C.Y. \$ 0.01	\$ (0.13)
23	Excavation, Unclassified	- 154.44	C.Y. \$ 17.00	\$ (2,625.48)
24	Removal of Pavement	- 400	S.Y. \$ 5.00	\$ (2,000.00)
25	Subbase	- 200	C.Y. \$ 10.00	\$ (2,000.00)
25	Dense-Graded Aggregate Base Course, 6" Thick	- 480.42	S.Y. \$ 10.00	\$ (4,804.20)
28	Geotextile, Paving Fabric	- 800	S.Y. \$ 2.00	\$ (1,600.00)
30	Prime Coat	- 1750	GAL. \$ 0.01	\$ (17.50)
32	Hot Mix Asphalt 9.5 H 84 Intermediate Course	- 337.98	TON \$ 75.00	\$ (25,348.25)
34	18" Reinforced Concrete Pipe	- 8	L.F. \$ 120.00	\$ (960.00)
35	18" Reinforced Concrete Pipe	- 7	L.F. \$ 65.00	\$ (455.00)
40	Inlet, Type B	- 1	UNIT \$ 1,900.00	\$ (1,900.00)
46	Reset Existing Casting	- 6	UNIT \$ 250.00	\$ (1,500.00)
47	Set Inlet Type B, Casting	- 1	UNIT \$ 1,100.00	\$ (1,100.00)
49	Gabion Wall	- 17.34	C.Y. \$ 200.00	\$ (3,468.00)
51	Concrete Sidewalk, 4" Thick	- 4.58	S.Y. \$ 58.00	\$ (265.90)
53	Concrete Island, 4" Thick	- 33.02	S.Y. \$ 75.00	\$ (2,476.50)
56	9" x 18" Concrete Vertical Curb	- 110	L.F. \$ 21.00	\$ (2,310.00)
58	12" x 18" Concrete Sloping Curb	- 25	L.F. \$ 30.00	\$ (750.00)
57	Traffic Markings, Stripes, Thermoplastic	- 766	L.F. \$ 0.76	\$ (582.16)
58	Traffic Markings, Thermoplastic	- 1722	S.F. \$ 0.65	\$ (1,119.30)
59	RPM, Mono-Directional, White Lens	- 6	UNIT \$ 25.00	\$ (150.00)
63	Removal of Traffic Stripes	- 12500	L.F. \$ 0.45	\$ (5,625.00)
64	Removal of Traffic Markings	- 2800	S.F. \$ 1.30	\$ (3,640.00)
65	Regulatory and Warning Sign	- 80.18	S.F. \$ 28.00	\$ (2,245.04)
66	Overhead Street Name Signs, Double-Sided	- 9.25	S.F. \$ 37.00	\$ (342.25)
67	Relocate Fire Hydrant	- 3	UNIT \$ 2,400.00	\$ (7,200.00)
68	Reset Water Valve Box	- 10	UNIT \$ 10.00	\$ (100.00)
68	Reset Gas Valve Box	- 10	UNIT \$ 10.00	\$ (100.00)
72	3" Rigid Metallic Conduit	- 21	L.F. \$ 43.00	\$ (903.00)
73	4" Rigid Metallic Conduit	- 30	L.F. \$ 35.00	\$ (1,050.00)
80	Ground Wire, No. 8 AWG	- 216	L.F. \$ 1.00	\$ (216.00)
87	Traffic Signal Cable, 5 Conductor	- 376	L.F. \$ 1.70	\$ (639.20)
Total Reductions				\$ (93,712.16)

Item #	Description	Quantity (+)	Unit Price	Amount
S-7	Surface Course Asphalt Price Differential	+ 3363.89	TON \$ 6.08	\$ 20,442.45
S-8	Roof Drains	+ 1	L.S. \$ 2,677.00	\$ 2,677.00
Total Supplemental				\$ 23,119.45

Amount of Original Contract	\$ 2,136,253.00	Extras	\$ 95,376.93
Adjusted Contract w/ Change Order #1 & 2	\$ 2,278,772.63	Supplemental	\$ 23,119.45
Change Order #3	\$ 24,794.22	Reduction	\$ (93,712.16)
Adjusted Amount Based on Change	\$ 2,304,556.85	Total Change	\$ 24,794.22
Order #1, #2 & #3	\$ 7,882%		

 (Engineer)
  (Date)
 Approved: _____ (District Engineer) _____ (Date)
(Borough of Local Aid)
 Robert M. Damminger, Frecholder Director (Contractor)
 _____ (Date)
 01/24/10 (Date)

(Submit four (4) copies to the Division of Local Aid and Economic Development District Office)

C4

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

Certificate of Availability of Funds

TREASURER'S NO. 14-03202 DATE April 21, 2014
C-04-13-012-165-12228 (\$1,274,693.70)

BUDGET NUMBER - CURRENT YR _____ B _____ DEPARTMENT Engineering

AMOUNT OF CERTIFICATION \$1,274,693.70 COUNTY COUNSEL Emmett E. Primas, Esq.

DESCRIPTION:

Construction Contract for the Resurfacing and Safety Improvements to Buck Road (Section 2) County Route 553 from Thornwood Dr. to Sewell St. County Route 628 in the Township of Elk and Borough of Glassboro, County of Gloucester, New Jersey, Federal Project Number STP-0144 (110) Construction, Engineering Project #13-03FA

VENDOR: South State, Inc.

ADDRESS: 202 Reeves Road, PO Box 68
Bridgeton, NJ 08302

Vincent M. Voltaggio 4-23-14
DEPARTMENT HEAD APPROVAL
Vincent M. Voltaggio, P.E.,
County Engineer

APPROVED [Signature]
PURCHASING AGENT

RETURNED TO DEPARTMENT
 NOT APPROVED

DATE PROCESSED 4-28-14

Meeting Date: May 07, 2013

15

**RESOLUTION AUTHORIZING CONTRACT CHANGE ORDER
#01-INCREASE WITH R.E. PIERSON CONSTRUCTION COMPANY, INC. IN THE
AMOUNT OF \$217,429.36**

WHEREAS, the County of Gloucester (hereinafter the "County") previously received public bids for the construction of the County's roadway improvement project known as "Rehabilitation of Wilson Lake Dam, East Academy Street (County Route 610) over Scotland Run, County Bridge 8-L-1 in the Borough of Clayton and Township of Franklin, Gloucester County, New Jersey," Engineering Project #02-06 (hereinafter the "Project"); and

WHEREAS, a contract for the Project was awarded by the County by Resolution on September 4, 2013 to R.E. Pierson Construction Company, Inc. (hereinafter "Pierson"), with an office address at 426 Swedesboro Road, Pilesgrove, NJ 08098 and a contract executed in the amount of \$2,399,539.36 (hereinafter the "Contract"); and

WHEREAS, Vincent M. Voltaggio, P.E., County Engineer, has recommended Change Order, Change Order #01-Increase, which will increase the total amount of the Contract with Pierson by \$217,429.36, resulting in a new total contract amount of \$2,616,968.72; and

WHEREAS, the said change order is based on additional quantities and additional items; and

WHEREAS, the Purchasing Agent for the County has certified the availability of funds for Change Order #01-Increase, with Pierson in the amount of \$217,429.36, pursuant to C.A.F. #14-03690, which amount shall be charged against budget line items C-04-01-016-165-16207 (\$28,154.32), C-04-09-013-165-16207 (\$14,251.00), C-04-10-013-165-16207 (\$2,445.16), C-04-12-013-165-16207 (\$99,999.24), C-04-13-013-165-16207 (\$57,291.39), and C-04-13-016-165-16207 (\$15,288.25).

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

1. The hereinabove referenced Change Order #01-Increase to increase the County's Contract with Pierson for the Project in the amount of \$217,429.36, resulting in a new total adjusted contract amount of \$2,616,968.72, be, and the same hereby is, approved; and
2. The Director of the Board, and the Clerk of the Board, be and are hereby authorized and directed to execute said Change Order for the aforementioned purposes on behalf of the County.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, May 7, 2014, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

NEW JERSEY DEPARTMENT OF TRANSPORTATION
 COUNTY AID PROJECT
 CHANGE ORDER NUMBER 1

02-06

C5

PROJECT	02-06	Rehabilitation of Wilson Lake Dam, CR. 610, East Academy St. over Scotland Run, Clayton & Franklin
MUNICIPALITY		Clayton & Franklin
COUNTY		Gloucester
CONTRACTOR		R.E. Pierson Construction Company, Inc.

In accordance with the project Supplementary Specification the following are changes in the contract.

The extras are adjustments in the contract quantities for work needed to rehabilitate the culvert, to address unforeseen debris, and improve protection of the new concrete. Reductions are for quantities not used.

Supplemental items are required to comply with NJDEP direction, and to replace poor subsoils, and to improve durability of culvert.

Item #	Description	Unit	Quantity	Unit Prices	Amount
EXTRAS					
30	Test Piles Furnished	LF	20	\$13.00	\$260.00
31	Test Piles Driven	LF	40	\$330.00	\$13,200.00
24	HMA Non-Vegetative Surface	S.Y.	250	\$27.00	\$6,750.00
34	Reinforced Concrete in Foundations	CY	12	\$350.00	\$4,200.00
39	Epoxy waterproofing seal coat	S.F.	1870	\$2.75	\$5,142.50
Extras					\$29,552.50

REDUCTIONS (if & where quantities not used)

11	Crushed Stone Filter, 6" thick	S.Y.	381	\$13.00	\$4,953.00
12	Geotextile Filter Fabric	S.Y.	381	\$1.00	\$381.00
13	Slope Protection Armor, 12" thick	S.Y.	281	\$67.00	\$18,827.00
14	Slope Protection Armor, 24" thick	S.Y.	100	\$123.00	\$12,300.00
32	Timber piles	L.F.	50	\$9.00	\$450.00
49	Concrete Guiderail Base	S.Y.	239	\$66.00	\$15,774.00
55	Railing, Chain Link Fence, 4' high., Coated	L.F.	50	\$72.00	\$3,600.00
Reductions					-\$56,285.00

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SUPPLEMENTAL ITEMS

S1	#57 Stone		TON	730	\$36.60	\$26,718.00
S2	Riprap Stone Slope Protection		SY	772	\$94.80	\$73,185.60
S3	Concrete mat at spillway, 9" thick		SY	210	\$136.86	\$28,740.60
S4	1-9 Embankment		CY	1300	\$45.00	\$58,500.00
S5	Storm Manhole		UNIT	1	\$3,500.00	\$3,500.00
S6	Concrete floor slab repair, 6" thick		SY	110	\$291.30	\$32,043.00
S7	Waterproofing culvert top, perminator 10 mil		LS	1	\$14,737.66	\$14,737.66
S8	Remove deteriorated concrete in culvert		LS	1	\$6,737.00	\$6,737.00
Supplemental Items						\$244,161.86

Amount of Original Contract	\$2,399,539.36	Extras	\$29,552.50
Amount of Original Contract + Change Order No. 1	\$2,616,968.72	Supplemental	\$244,161.86
		Reduction	-\$56,285.00
		Total Change	\$217,429.36

% Change in Contract 9.1 % Increase

Stan M. Bitgood

Approved: 5/2/2014

(Engineer) Date
Vince Voltaggio 5-1-14
 Vince Voltaggio, County Engineer

(District Engineer) Date
 (Local Highway Design)

Paul 5/1/14
 (Contractor) Date

C5

**COUNTY OF GLOUCESTER
CHANGE ORDER FORM**

1. Name & Address of Vendor: R.E. Pierson Construction Co., Inc.
P.O. Box 430, Woodstown, NJ 08098
2. Description of Project or Contract: Rehabilitation of Wilson Lake Dam
3. Date of Original Contract: September 4, 2013
4. P.O. Number: 13-07542
5. Amount of Original Contract: \$2,399,539.36
6. Amount of Previously Authorized Change Order \$0.00
7. Amount of this Change Order: ✓ \$217,429.36
8. New Total Amount of Contact (Total of Numbers 5, 6 & 7 Above) ✓ \$2,616,968.72
9. Need or Purpose of this Change Order:

This change is needed to address unforeseen conditions within the culvert that require concrete repairs and epoxy coating; poor subsoils that must be replaced prior to armoring the embankment; to reduce seepage through the top of the culvert; and to implement changes in the spillway outlet area as directed by NJDEP Dam Safety.

This change order requested by  on 5-1-14
(Department Head) (Date)

Accepted by  on 5/1/14
(Vendor) (Date)

Approved by the Board of Chosen Freeholders, County of Gloucester

Attest:

Robert N. DiLella, Clerk

By: _____
Robert M. Damminger, Director

TO ALL VENDORS:

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

65

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

C-04-01-016-165-16207	\$28,154.32
C-04-09-013-165-16207	\$14,251.00
C-04-10-013-165-16207	\$2,445.16
C-04-12-013-165-16207	\$99,999.24
C-04-13-013-165-16207	\$57,291.39
C-04-13-016-165-16207	\$15,288.25

Certificate of Availability of Funds

TREASURER'S NO. 14-03690 DATE April 25, 2014

BUDGET NUMBER - CURRENT YR _____ B _____ DEPARTMENT Engineering

AMOUNT OF CERTIFICATION \$217,429.36 COUNTY COUNSEL Emmett E. Primas, Esq.

DESCRIPTION: Contract Change Order #01-Increase, based on additional quantities and additional items, in association with the project "Rehabilitation of Wilson Lake Dam, East Academy Street (County Route 610) over Scotland Run, County Bridge 8-L-1 in the Borough of Clayton and Township of Franklin, Gloucester County, New Jersey," Engineering Project #02-06

VENDOR: R.E. Pierson Construction Company, Inc.

ADDRESS: P.O. Box 430, Woodstown, NJ 08098
426 Swedesboro Road, Pilesgrove, NJ 08098

 5-2-14
DEPARTMENT HEAD APPROVAL
Vincent M. Voltaggio, P.E.,
County Engineer

APPROVED
PURCHASING AGENT

RETURNED TO DEPARTMENT
 NOT APPROVED

DATE PROCESSED _____

Meeting Date: May 07, 2014

E1

RESOLUTION AUTHORIZING AWARD OF CONTRACT TO HOLCOMB BUS SERVICE, INC. TO OPERATE A VOCATIONAL BUS ROUTE FOR PERSONS WITH DISABILITIES, FROM JUNE 11, 2014 TO MAY 31, 2015, IN AN AMOUNT NOT TO EXCEED \$59,736.00

WHEREAS, the County, after due notice and advertisement, received sealed bids for a vendor to operate a bus route for residents with disabilities attending vocational training sites; and

WHEREAS, bids were publicly received and opened on April 3, 2014; and

WHEREAS, after following proper public bidding procedure, it was determined that Holcomb Bus Service, Inc., with offices at 11 Karr Drive, Bellmawr, New Jersey 08031 was the lowest responsive and responsible bidder, for a term from June 11, 2014 to May 31, 2015, in an amount not to exceed \$59,736.00 for the term of the contract, consistent with Vendor's Bid, as more specifically described in the bid specifications PD# 014-010; and

WHEREAS, the contract shall be for estimated units of service, in an amount not to exceed \$59,736.00; therefore, this contract is open ended, which does not obligate the County of Gloucester to make any purchase; thereby, no Certificate of Availability of Funds is required at this time; and

WHEREAS, a Certificate of Availability of Funds has not been issued at this time and prior to any purchases being made or services being rendered pursuant to the within award, a Certificate of Availability shall be obtained from the Treasurer of the County of Gloucester certifying that sufficient monies are available at that time for that particular purpose and identifying the line item of the County budget from which said funds will be paid.

NOW, THEREFORE BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester, that the Director of the Board, is hereby authorized to execute and the Clerk of the Board is authorized to attest to the execution of a contract with Holcomb Bus Service, Inc. for the operation of a bus route for residents with disabilities attending vocational training sites, from June 11, 2014 to May 31, 2015, in an amount not to exceed \$59,736.00 for the term of the contract; and

BE IT FURTHER RESOLVED that 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 a regular meeting of the Gloucester County Board of Chosen Freeholders, County of Gloucester and State of New Jersey held on Wednesday, May 7, 2014 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

21

**CONTRACT BETWEEN
HOLCOMB BUS SERVICE, INC.
AND
COUNTY OF GLOUCESTER**

THIS CONTRACT is made effective the 7th day of **May, 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 **HOLCOMB BUS SERVICE, INC.**, 11 Karr Drive, Bellmawr, New Jersey 08031 hereinafter referred to as "Vendor".

RECITALS

WHEREAS, there exists a need for the County of Gloucester to contract for a vendor to operate a bus route for residents with disabilities attending vocational training sites, as set forth in **PD-014-010**; and

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

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

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

TERMS OF AGREEMENT

1. **TERM.** The Contract shall be effective for the period from June 11, 2014 to May 31, 2015.
2. **COMPENSATION.** Contract shall be for estimated units of services, in an amount not to exceed \$59,736.00, consistent with Vendor's Bid.

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 products shipped. Failure to provide sufficient specificity shall be cause for rejection of the invoice until the necessary details are provided.

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

3. **DUTIES OF VENDOR.** The specific duties of the Vendor shall be as set forth in specifications identified as PD-014-010, which are incorporated herein and made a part hereof by reference. Should there occur a conflict between this form of contract and the bid documents, the bid documents shall prevail.

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

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

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

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

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

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

The Vendor or subcontractor agrees to make good faith efforts to meet targeted county

employment goals established in accordance with N.J.A.C. 17:27-5.2.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

in the performance of this Contract, no person having any such interest shall be employed.

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

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

23. **CONTRACT PARTS.** This Contract consists of this Contract document, the Specifications identified as PD #014-010, and the bidder's bid package, all of which are referred to and incorporated herein by reference. Should there occur a conflict between this form of contract and the specifications, then this Contract shall prevail. If there should occur a conflict between either this form of Contract or the specifications and the bid package, then this Contract and the specifications shall prevail.

THIS CONTRACT is dated this _____ day of _____, 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

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

HOLCOMB BUS SERVICE, INC.

By:
Title:

El

<p>PD 014-010 Bid Opening 4/3/2014 10:00am</p>			
<p>SPECIFICATIONS FOR SUPPLYING SPECIFIC BUS TRANSPORTATION FOR THE COUNTY OF GLOUCESTER DIVISION OF TRANSPORTATION SERVICES</p>			
<p>VENDOR: Holcomb Bus Service Inc. 11 Karr Drive Bellmawr, NJ 08031 AJ Holcomb - President 856 931-3632 856 931-2165 Fax</p>		<p>VENDOR: McGough Bus Co. Inc. PO Box 100 Sewell, NJ 08080 Meghan Paster VP/COO 856 863-2000 856 863-2012 fax</p>	
ITEM	DESCRIPTION	LUMP SUM	LUMP SUM
	PER DIEM RATE		
	Vocational V Driver Only	\$292.00	\$346.00
	Driver with Aide	\$312.00	\$395.00
	Variations: (if any)	NONE	NONE
	Will you extend your prices to local government entities within the County	YES	YES
	Bid specifications sent to:	Prime Vendor Able Transit LLC MV Transportation	AAA Worldwide Star Transit Co. Klein Transportation
	CONTRACT PERIOD	11 Months from start date in June	
<p>Based upon the bids received, I recommend the contract be awarded to Holcomb Bus Service Inc. as the lowest responsive, responsible bidder.</p>			
		Sincerely,	
		Robert J. McErlane Purchasing	

E1

SIGNATURE PAGE

SIGNED  COMPANY McGough Bus Colne.
NAME (TYPE) meghan A Foster ADDRESS PO Box 100
TITLE VP/COO
DATE 3/21/14 CITY Sewell STATE NJ
TELE # 856-863-2000 ZIP 08080
FAX # 856-863-2012 E-MAIL meghanf@mcgoughbus.com

THE BOARD OF CHOSEN FREEHOLDERS
OF THE COUNTY OF GLOUCESTER

GENTLEMEN:

THE UNDERSIGNED HEREBY DECLARES THAT HE/SHE HAS CAREFULLY EXAMINED THE SPECIFICATIONS AND PROPOSAL FORM FOR THE ABOVE SERVICE, FOR WHICH BIDS WILL BE OPENED AND READ IN PUBLIC ON THE DATE ADVERTISED IN THE NEWSPAPER IN THE PURCHASING DEPARTMENT, 2nd FLOOR, COUNTY ADMINISTRATION BUILDING, 2 S BROAD STREET, WOODBURY, NJ 08096.

THE BIDDER FURTHER DECLARES THAT HE/SHE WILL CONTRACT WITH THE COUNTY OF GLOUCESTER TO FURNISH THE REQUIRED ITEM IN ACCORDANCE WITH THE PRESCRIBED SPECIFICATIONS AT THE PRICES OFFERED BELOW.

PER DIEM RATE:

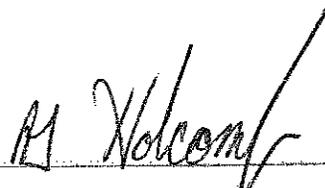
RUN	PRICE WITH DRIVER ONLY	PRICE WITH DRIVER & AIDE
VOCATIONAL V	\$ 346.00	\$ 395.00

VARIATIONS: _____

Vendors are reminded that Gloucester County reserves the option to secure a contract with the lowest responsible bidder based upon bid price and available funding. In addition, Gloucester County reserves the right to decline all bids placed herein.

E1

SIGNATURE PAGE

SIGNED  COMPANY Holcomb Bus Service, Inc.
NAME (TYPE) AJ Holcomb ADDRESS 11 Karr Dr.
TITLE President
DATE 4/2/14 CITY Bellmawr STATE NJ
TELE # 856-931-3632 ZIP 08031
FAX # 856-931-2165 E-MAIL: aj.holcomb@holcombbus.com

THE BOARD OF CHOSEN FREEHOLDERS
OF THE COUNTY OF GLOUCESTER

GENTLEMEN:

THE UNDERSIGNED HEREBY DECLARES THAT HE/SHE HAS CAREFULLY EXAMINED THE SPECIFICATIONS AND PROPOSAL FORM FOR THE ABOVE SERVICE, FOR WHICH BIDS WILL BE OPENED AND READ IN PUBLIC ON THE DATE ADVERTISED IN THE NEWSPAPER IN THE PURCHASING DEPARTMENT, 2nd FLOOR, COUNTY ADMINISTRATION BUILDING, 2 S BROAD STREET, WOODBURY, NJ 08096.

THE BIDDER FURTHER DECLARES THAT HE/SHE WILL CONTRACT WITH THE COUNTY OF GLOUCESTER TO FURNISH THE REQUIRED ITEM IN ACCORDANCE WITH THE PRESCRIBED SPECIFICATIONS AT THE PRICES OFFERED BELOW:

PER DIEM RATE:

RUN	PRICE WITH DRIVER ONLY	PRICE WITH DRIVER & AIDE
VOCATIONAL V	\$ 262.00	\$ 312.00

VARIATIONS:

Vendors are reminded that Gloucester County reserves the option to secure a contract with the lowest responsible bidder based upon bid price and available funding. In addition, Gloucester County reserves the right to decline all bids placed herein.

E2

RESOLUTION AUTHORIZING EXECUTION OF GRANT AGREEMENT WITH THE NEW JERSEY DEPARTMENT OF CHILDREN & FAMILIES, DIVISION OF FAMILY AND COMMUNITY PARTNERSHIPS FOR A TOTAL AMOUNT OF \$300,000.00 IN PREVENTION AND IN-HOME FAMILY PRESERVATION SERVICES FUNDING FROM JULY 1, 2014 TO JUNE 30, 2015

WHEREAS, the New Jersey Department of Children & Families, Division of Family and Community Partnerships has made available in the amount of \$300,000.00 Prevention and In-Home Family Preservation Services funding; and

WHEREAS, the County desires to enter into this grant agreement with the New Jersey Department of Children and Families, Division of Family and Community Partnerships for the Abuse and Neglect Prevention and In-Home Family Preservation Services Grant; and

WHEREAS, the funding will provide Prevention Services (Food, Rental Assistance, Mortgage Assistance, Utility Assistance, etc.) and In-Home Family Preservation Services to eligible Gloucester County families; and

WHEREAS, this funding was allocated to a county 501(c) 3 not for profit agency thru a competitive contracting process using RFP -13-043; and

WHEREAS, this grant agreement is for a total amount of \$300,000.00, from July 1, 2014 to June 30, 2015.

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 authorized to attest to the execution of any and all documents relative to the acceptance of the Abuse and Neglect Prevention and In-Home Family Preservation Grant from the State of New Jersey Department of Children and Families, Division of Family and Community Partnerships to provide prevention Services (Food, Rental Assistance, Mortgage Assistance, Utility Assistance, etc.) and In-Home Family Preservation services to eligible Gloucester County families for a total amount of \$300,000.00, from July 1, 2014 to June 30, 2015.

ADOPTED at a meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, May 7, 2014 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

E3

RESOLUTION AUTHORIZING APPLICATION AND ACCEPTANCE OF JOB ACCESS AND REVERSE COMMUTE (JARC) SFY15 + SFY16 ROUND 1 & 2 GRANT FROM NJ TRANSIT, IN THE TOTAL AMOUNT OF \$250,000.00 WITH A CASH MATCH OF \$250,000.00, FROM JULY 1, 2014 TO JUNE 30, 2016

WHEREAS, the Gloucester County Division of Transportation Services, under the Department of Human Services is submitting a project proposal to NJ Transit, Office of the Services Contracts, Local Program Support Unit, an operating administration of the United States Department of Transportation Equity Act for the 21st Century (TEA-21), to receive New Jersey Job Access and Reverse Commute (JARC) SFY15 and SFY16 Round 1 & 2 grant funds; and

WHEREAS, this funding is specifically for the purpose of transport services to Gloucester County residents relative to employment, literacy, and other activities; and

WHEREAS, said transportation services shall be provided by the Division of Transportation Services (DTS), and include bus transportation and demand-responsive transportation to County residents utilizing the grant funds; and

WHEREAS, the New Jersey JARC SFY'15 includes state grant funding in the amount of \$125,000.00 and a county cash match of \$125,000.00, from July 1, 2014 to June 30, 2015 and the New Jersey JARC SFY'16 includes state grant funding in the amount of \$125,000.00 and a county cash match of \$125,000.00, from July 1, 2015 to June 30, 2016; and

WHEREAS, the Gloucester County Board of Chosen Freeholders acknowledges that the amount of grant funds to be requested is \$250,000.00, with a cash match by the County of Gloucester of \$250,000.00, for a total amount of \$500,000.00.

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 authorized to attest to the execution of any and all documents necessary for the filing of the grant application and acceptance of the grant from NJ Transit for the New Jersey Job Access and Reverse Commute (JARC) SFY15 & SFY16 grant funds for program operations in the amount of \$250,000.00, with a cash match of \$250,000.00, for a total amount of \$500,000.00, from July 1, 2014 to June 30, 2016.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, May 7, 2014 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

EL

RESOLUTION AUTHORIZING FREEHOLDER DIRECTOR AND COUNTY COUNSEL TO ATTEST TO FEDERAL 2014 ANNUAL CERTIFICATIONS AND ASSURANCES TO RECEIVE FEDERAL TRANSIT ADMINISTRATION (FTA) ASSISTANCE APPLICABLE TO FEDERAL GRANTS ADMINISTERED BY NJ TRANSIT

WHEREAS, the Federal Transit Administration awards federal grants and cooperative agreements at its discretion and requires applicants to sign and submit an annual list of Certifications and Assurances; and

WHEREAS, the County has been provided the fiscal year 2014 Annual List of Certifications and Assurances; and

WHEREAS, these certifications must be submitted to the FTA irrespective of whether the project is financed under the authority 49 U.S.C. Chapter 53, or Title 23, United States Code, or another Federal Statute.

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

1. The Freeholder Director and County Counsel to attest to Federal 2014 Annual Certification and Assurances to receive Federal Transit Administration (FTA) Assistance applicable to Federal grants administered by NJ Transit.
2. The Freeholder Director of the Board, is hereby authorized to execute and the Clerk of the Board is authorized to attest to the execution of any and all documents necessary in order to effectuate the purposes of the within Resolution.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester on May 7, 2014 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

25

RESOLUTION AUTHORIZING THE SUBMISSION OF APPLICATION TO NJ TRANSIT FOR FFY 2013 SECTION 5310 GRANT, WITH FUNDING FOR VEHICLE PROJECT, MOBILITY MANAGEMENT PROJECT AND OPERATING PROJECT, IN THE TOTAL AMOUNT OF \$250,000.00 WITH AN IN-KIND MATCH OF \$250,000.00, FROM JANUARY 1, 2015 TO DECEMBER 31, 2016

WHEREAS, the County seeks to improve transportation services for county residents; and

WHEREAS, NJ Transit has informed the County that capital assistance is available to provide needed transportation services to elderly individuals and people with disabilities; and

WHEREAS, the Division of Transportation Services, under the Department of Human Services, is herein making application to the Federal Transit Administration to lease three Extended Minibuses with rear wheelchair lifts, purchase video camera system for 30 vehicles under the Mobility Management Project, to replace funds previously received from the former New Freedom Program and compensate for continuing funding declines in the annual SCDRTAP Grant. Each of these requests are being made within the FTA Section 5310 program; and

WHEREAS, NJ Transit is the responsible state agency for administering the Section 5310 Grant and performing all requirements associated with vehicle procurement; and

WHEREAS, the County is submitting this application for approval from NJ Transit for delivery to the Gloucester County Division of Transportation Services; and

WHEREAS, the County makes this application request for the purpose of allowing the Division of Transportation Services to transport senior citizens and residents with disabilities; and

WHEREAS, the County of Gloucester agrees to maintain insurance levels as required by NJ Transit.

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 authorized to attest to the execution of any and all documents necessary for the filing of the grant application and acceptance of the grant from NJ Transit for the FFY 2013 Section 5310 Grant for the lease of three extended minibuses, vehicle camera system for 30 vehicles and additional funding program operations in the amount of \$250,000.00, with an in-kind match of \$250,000.00, for a total amount of \$500,000.00, from January 1, 2015 to December 31, 2016.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester and State of New Jersey held on May 7, 2014, in Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

ELP

**RESOLUTION AUTHORIZING THE EXECUTION OF AN AMENDMENT TO
CONTRACT WITH CENTER FOR FAMILY SERVICES, INC. TO INCREASE THE
CONTRACT AMOUNT BY \$32,500.00**

WHEREAS, the County awarded a contract on December 29, 2010, per RFP# 11-008 to the Center for Family Services Inc. to provide 1) Emergency Food; (2) Utility Assistance; (3) 24 Hour Response; (4) Transitional Housing; and (5) Case Management services to Social Services for the Homeless (SSH) eligible and SSH/TANF eligible Gloucester County Residents; and

WHEREAS, the contract was awarded for a term from January 1, 2011 to December 31, 2013, for a maximum contract amount of \$143,599.00 annually; and

WHEREAS, the specifications provided the County with the option to extend for two (2) additional one year periods

WHEREAS, on December 27, 2013, the County extended the contract for a one year period, from January 1, 2014 to December 31, 2014, in an amount not to exceed \$112,466.00; and

WHEREAS, the State of New Jersey has notified the County that the State is providing additional SHRAP funding, as per the State these funds are to be applied to existing contracts and the changes in funding were not anticipated at the inception of the contract; and

WHEREAS, the contract will be increased by \$32,500.00, resulting in a maximum contract amount of \$144,966.00, from January 1, 2014 to December 31, 2014; and

WHEREAS, a Certificate of Availability of Funds has not been issued at this time, and prior to any purchase being made or services being rendered pursuant to the within agreement, a Certificate of Availability shall be obtained from the Treasurer of the County of Gloucester certifying that sufficient monies are available at that time for that particular purpose, and identifying the line item from the County budget from which said funds will be paid; and

WHEREAS, all other terms and provisions of the original contracts that have not been amended herein shall remain in full force and effect.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester, that the Director of the Board, is hereby authorized to execute and the Clerk of the Board is authorized to attest to the execution of the Amendment to the contract between the County of Gloucester and Center for Family Services, Inc. to increase the maximum contract amount by \$32,500.00, making the maximum contract amount \$144,966.00, from January 1, 2014 to December 31, 2014, due to additional SHRAP funds; and

BE IT FURTHER RESOLVED that all other terms and provisions of the original contract shall remain in full force and effect; and

BE IT FURTHER RESOLVED that prior to any purchase being made or services rendered pursuant to the within contract, a Certificate of Availability must be obtained from the Treasurer of Gloucester County certifying that sufficient monies are available at that time for particular purpose, identifying the line item from the County Budget out of which said funds will be paid.

ADOPTED at a regular meeting of the Board of Chosen Freeholders, County of Gloucester and State of New Jersey held on Wednesday, May 7, 2014 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ATTEST:

ROBERT N. DILELLA, CLERK

ROBERT M. DAMMINGER, DIRECTOR

RL

**AMENDMENT TO CONTRACT BETWEEN
THE CENTER FOR FAMILY SERVICES INC.
AND
COUNTY OF GLOUCESTER**

THIS is an amendment to a contract entered into on the 29th of December 2010 (Per RFP #11-008), by and between The Center for Family Services, Inc. and the County of Gloucester.

In further consideration for the mutual promises made by and between Contractor and County in the above-described contract, Contractor and County hereby agree to amend the contract as follows:

The Contract is amended for additional contract specified services to benefit Gloucester County Residents. This amendment will increase the maximum contract amount by \$32,500.00, resulting in a maximum contract amount of \$144,966.00.

Whereas, a Certificate of Availability of Funds has not been issued at this time, and prior to any purchase being made or services being rendered pursuant to the within agreement, a Certificate of Availability shall be obtained from the Treasurer of the County of Gloucester certifying that sufficient monies are available at that time for that particular purpose, and identifying the line item from the County budget from which said funds will be paid.

All other terms and provisions of the contract and conditions set forth therein that are consistent with the Addendum and State requirements, shall remain in full force and effect.

THIS ADDENDUM is effective as of the 7th day of May, 2014.

ATTEST:

COUNTY OF GLOUCESTER

ROBERT N. DILELLA, CLERK

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

**CENTER FOR FAMILY
SERVICES, INC.**

By:
Title:

E7

RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO THE AMERICAN INSTITUTE OF TOXICOLOGY, INC. FOR THE PROVISION OF TOXICOLOGY LAB SERVICES FOR THE GLOUCESTER/CAMDEN/SALEM MEDICAL EXAMINER'S OFFICE FOR AN AMOUNT NOT TO EXCEED \$50,000.00 ANNUALLY FROM MAY 7, 2014 TO MAY 6, 2016

WHEREAS, the County of Gloucester, after due notice and advertisement, received sealed bids for the provision of toxicology lab services for the Gloucester/Camden/Salem County Medical Examiner's Office; and

WHEREAS, after following proper public bidding procedure, it was determined that the American Institute of Toxicology, Inc., with offices at 2265 Executive Drive, Indianapolis, IN 46241, was the lowest responsive and responsible bidder to perform said services, for an amount not to exceed \$50,000.00, as more specifically described in the bid specifications PD 014-006; and

WHEREAS, the contract shall be for estimated units of service, with an amount not to exceed \$50,000.00 annually from May 7, 2014 to May 6, 2014, with an option to extend the contract for one (1) two (2) year period or two (2) one (1) year periods. The contract is therefore open ended, which does not obligate the County of Gloucester to make any purchase; and, therefore, no Certificate of Availability of Funds is required at this time. Continuation of the contract beyond December 31, 2014 is conditioned upon the approval of the 2015 Gloucester County Budget.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that the Director of the Board be and is hereby authorized to execute and the Clerk of the Board be and is hereby authorized to attest to the contract with the American Institute of Toxicology, Inc., for the provision of toxicology lab services for the Gloucester/Camden/Salem County Medical Examiner's Office for an amount not to exceed \$50,000.00 annually from May 7, 2014 to May 6, 2014, with an option to extend the contract for one (1) two (2) year period or two (2) one (1) year periods.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, May 7, 2014 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ATTEST:

ROBERT M. DAMMINGER, DIRECTOR

ROBERT N. DILELLA, CLERK

E7

**CONTRACT BETWEEN
THE AMERICAN INSTITUTE OF TOXICOLOGY, INC.
AND
THE COUNTY OF GLOUCESTER**

THIS CONTRACT is made effective the 7th day of May, 2014 by and between **THE COUNTY OF GLOUCESTER**, a body politic and corporate, with offices at 2 South Broad Street, Woodbury, New Jersey, 08096, hereinafter referred to as "County", and **THE AMERICAN INSTITUTE OF TOXICOLOGY, INC.**, with administrative offices at 2265 Executive Drive, Indianapolis, IN, 46241, hereinafter referred to as "Contractor".

RECITALS

WHEREAS, there exists a need for the County to contract for the provision of toxicology lab services for the Gloucester/Camden/Salem Medical Examiner's Office, as more particularly set forth in **PD 014-006**; and

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

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

TERMS OF AGREEMENT

1. **TERM.** This Contract shall be for the period May 7, 2014 to May 6, 2016 with an option to extend the contract for one (1) two (2) year period or two (2) one (1) year periods, consistent with the specifications identified as PD 014-006.
2. **COMPENSATION.** Contract shall be for estimated units of services for an amount not to exceed \$50,000.00 per year, as per the specifications identified as PD 014-006.

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. Continuation of the contract after December 31, 2014 is specifically conditioned upon the approval of the 2015 Gloucester County budget.

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

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

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

3. DUTIES OF CONTRACTOR. The specific duties of the Contractor shall be as set forth in the specifications identified as PD 014-006, which are incorporated herein and made a part hereof by reference. Should there occur a conflict between this form of contract and the bid documents, the bid documents shall prevail.

Contractor agrees that it has or will comply with, and where applicable shall continue throughout the period of this contract to comply with, all of the requirements of the bid documents and/or in the request for proposals, if any, as the case may be.

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

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

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

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

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

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

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

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

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

A. Pursuant to the termination provisions set forth in the Bid Specifications identified as PD 014-006, which are specifically referred to and incorporated herein by reference.

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

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

D. The County may terminate this Contract for public convenience at any time by a notice in writing from the County to the Contractor. If the Contract is terminated by the

County as provided herein, the Contractor will be paid for the services rendered to the time of termination.

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

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

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

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

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

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

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

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

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

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

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

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

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

17. NOTICES. Notices required by this Contract shall be effective upon mailing of notice by regular and certified mail to the addresses set forth above, or by personal service, or if such

notice cannot be delivered or personally served, then by any procedure for notice pursuant to the Rules of Court of the State of New Jersey.

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

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

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

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

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

23. **CONTRACT PARTS.** This Contract consists of this Contract document and the specifications identified as PD 014-006, and the bidder's bid package, all of which are referred to and incorporated herein. Should there occur a conflict between either this form of Contract or the specifications and the bid package, then this Contract and the specifications shall prevail.

THIS CONTRACT is dated this 7 day of April, 2014.

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

ATTEST:

COUNTY OF GLOUCESTER

ROBERT N. DILELLA, CLERK

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

THE AMERICAN INSTITUTE OF
TOXICOLOGY, INC.

BY: _____

ANGELA WILLIAMS, DIRECTOR

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May 7, 2014 Meeting

2014 AGENDA REQUEST

DATE EMAILED TO LEGAL 4/21/14

Department Medical Examiner

Division Head Tammy Jones

Phone Number 6910 - Dee Michael

Department Head Approval YES [X] NO []

Awarded by the following procedure

BID# 14-006

Disclosure Form Received (Proprietary Vendors) YES [] NO []

RFP#

State Contract # Verified YES [] NO []

Type of Contract

Purchasing Contract & Resolution (Over \$17,500.00) [X] Resolution Only (Extension of Term) []

Amendment - Extension of Term [] Increase of Contract Amount [] Decrease of contract Amount []

New Term for Extension Contract Amount \$

Reason for Amendment

Original Resolution Date Original Contract Term Extensions

Original Contract Amount \$

Previous Contract NMS Labs Passed 5/19/2010 \$50,000 5/19/10 - 5/18/14

Vendor Information

Name & Address of Company, Vendor or Contractor:

American Institute of Toxicology 2265 Executive Drive Indianapolis, IN 46241

Contact Person Angela Williams - 317-715-8996

Brief description of services/items to be provided by Vendor or Contractor:

Forensic Toxicology Laboratory Services

Contract Term: 5/19/14 - 5/18/16 Extensions 1 two year term / 2 one year Terms

Contract Amount: \$ 50,000.00 Amount not to exceed (Open Ended-No CAF Needed) X

CAF # Account #

Necessary Documents Included

- [X] If award by Bid, bid summary sheet [] If award by RFP, RFP Cover Sheet and Proposal/Rate Sheet [] If award is Proprietary please include an updated Disclosure Form [] If CAF is required, provide a copy of the CAF form, signed by Purchasing.

Purchasing Director Signature

Date 4-1-14

PD 014-006 Bid Opened 3/27/2014 SPECIFICATIONS AND PROPOSAL FORM FOR THE SUPPLY AND DELIVERY OF FORENSIC TOXICOLOGY LABORATORY SERVICES FOR THE GLOUCESTER COUNTY MEDICAL EXAMINER		Vendor: American Institute of Toxicology, Inc. 2266 Executive Dr. Indianapolis IN 46241 Angela Williams Dir. Business Dev. 317 715-8996 317 715-8998 Fax	Vendor: NMS Labs 3701 Welsh Rd. Willow Grove, PA 19090 Pierre G. Cassigneul 800 522-6671 215 657-2972 Fax
ITEM	DESCRIPTION		
1	Test #1 Controlled substance screen with quantification	\$110.00	\$109.00
2	Test #2 Abused chemical substance screen	\$165.00	\$190.00
3	Test #3 Industrial toxicology and occupational exposure	\$55.00 *	\$77.00
4	Test #4 Hemoglobin Panel	\$40.00	\$59.00
5	Test #5 Carbamate/organophosphorus pesticide survey	\$140.00	\$139.00
	Organophosphate Pesticides, Blood	\$260.00	\$256.00
	Carbamate Pesticides Panel, Blood		\$85.00
	Cholinesterase, Blood		
6	Test #6 Comprehensive Toxicology	\$165.00	\$479.00
7	Test #7 Analysis of solid tissues and evidence analysis	\$135.00	\$349.00
	Solid Tissue Analysis-Basic Postmortem Toxicology Panel		\$380.00
	Controlled Substances and Pharmaceuticals Panel, Liquid or Solid		
8	Test #8 Quantitative Tests	\$75.00	* Requests for quantitative tests will be invoiced with fees referenced in 2014 NMS Labs fee schedule
	Variations: (if any)	* Bromide \$70.00	* See Above
		Need copy of BRC	
	Department of Health License Number:	00027691	PA #000504
	Nuclear Regulatory Commission Registration Number:	NA	#8405
	Will you extend your prices to local government entities within the County	NO	YES
	Bid specifications sent to:	Prime Vendor Phamatech	Redwood Toxicology Labs
	This is a two year contract with an option to extend for one two (2) year period or two one (1) year periods.		
	Based upon the bids received, I recommend that American Institute of Toxicology Inc. be awarded the contract, as the lowest responsive, responsible bidder.		
			Sincerely,
			Robert J. McElhane
			Purchasing

Signature Page

SIGNED: Angela Wilkoff COMPANY: American Institute of Technology, Inc.

NAME: Angela Wilkoffs ADDRESS: 3005 Executive Blvd
(PRINTED OR TYPED) Indianapolis, IN 46241

TITLE: Director, Francis Business Development

TELEPHONE #: 317-715-8996 FAX #: 317-715-8996

DATE: 3/20/14

TO THE BOARD OF CHOSEN FREEHOLDERS
OF THE COUNTY OF GLOUCESTER

GENTLEMEN:

THE UNDERSIGNED HEREBY DECLARES THAT HE/SHE HAS CAREFULLY
EXAMINED THE SPECIFICATIONS AND PROPOSAL FORM FOR THE ABOVE
REQUIREMENT, FOR WHICH PROPOSALS WERE ADVERTISED TO BE
OPENED AND READ IN PUBLIC ON March 27, 2014 AT 10:00 AM, LOCAL TIME,
IN THE OFFICE OF THE PURCHASING AGENT, COUNTY ADMINISTRATION
BUILDING, 2ND FLOOR, 2 SOUTH BROAD STREET, WOODBURY, NJ 08096.
THE OFFEROR FURTHER DECLARES THAT HE/SHE WILL CONTRACT WITH
THE COUNTY OF GLOUCESTER TO FURNISH THE REQUIRED ITEMS IN
ACCORDANCE WITH THE SPECIFICATIONS AT THE PRICES SPECIFIED
BELOW:

TEST # 1 - CONTROLLED SUBSTANCES SCREEN WITH QUANTIFICATION	\$ 110. ⁰⁰
TEST # 2 - ABUSED CHEMICAL SUBSTANCES SCREEN	\$ 115. ⁰⁰
TEST # 3 - INDUSTRIAL TOXICOLOGY AND OCCUPATIONAL EXPOSURE	\$ 55. ⁰⁰
TEST # 4 - HEMOGLOBIN PANEL	\$ 40. ⁰⁰
TEST # 5 - CARBAMATE/ORGANOPHOSPHORUS PESTICIDE SURVEY	\$ 165. ⁰⁰
TEST # 6 - COMPREHENSIVE TOXICOLOGY	\$ 135. ⁰⁰
TEST # 7 - ANALYSIS OF SOLID TISSUES AND EVIDENCE ANALYSIS	\$ 75. ⁰⁰
TEST # 8 - QUANTITATIVE TESTS: MAY BE REQUIRED BY THE COUNTY ON AN AS-NEEDED BASIS.	

DEPARTMENT OF HEALTH LICENSE NUMBER: 00007691

NUCLEAR REGULATORY COMMISSION REGISTRATION NUMBER: N/A

EXCEPTIONS (IF ANY):

Carbamate = \$260.⁰⁰
Organic Phosphate = \$140.⁰⁰

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PD 014-006 Bid Opened 3/27/2014 SPECIFICATIONS AND PROPOSAL FORM FOR THE SUPPLY AND DELIVERY OF FORENSIC TOXICOLOGY LABORATORY SERVICES FOR THE GLOUCESTER COUNTY MEDICAL EXAMINER		Vendor: American Institute of Toxicology Inc. 2265 Executive Dr. Indianapolis IN 46241 Angela Williams Dir. Business Dev. 317 715-8996 317 715-8996 Fax	Vendor: NMS Labs 3701 Welsh Rd. Willow Grove, PA 19090 Pierre G. Cassigneul 800 522-6671 215 657-2972 Fax
ITEM	DESCRIPTION		
1	Test #1 Controlled substance screen with quantification	\$110.00	\$108.00
2	Test #2 Abused chemical substance screen	\$165.00	\$190.00
3	Test #3 Industrial toxicology and occupational exposure	\$55.00 *	\$77.00
4	Test #4 Hemoglobin Panel	\$40.00	\$59.00
5	Test #5 Carbamate/organophosphorus pesticide survey Organophosphate Pesticides, Blood Carbamate Pesticides Panel, Blood Cholinesterase, Blood	\$140.00 \$260.00	\$139.00 \$256.00 \$85.00
6	Test #6 Comprehensive Toxicology	\$165.00	\$479.00
7	Test #7 Analysis of solid tissues and evidence analysis Solid Tissue Analysis-Basic Postmortem Toxicology Panel Controlled Substances and Pharmaceuticals Panel, Liquid or Solid	\$135.00	\$349.00 \$380.00
8	Test #8 Quantitative Tests	\$75.00	* Requests for quantitative tests will be invoiced with fees referenced in 2014 NMS Labs fee schedule
	Variations: (if any)	* Bromide \$70.00	* See Above
	Department of Health License Number: Nuclear Regulatory Commission Registration Number:	Need copy of BRC 00027691 NA	PA #000504 #8405
	Will you extend your prices to local government entities within the County	NO	YES
	Bid specifications sent to:	Prime Vendor Pharmatech	Redwood Toxicology Labs
	This is a two year contract with an option to extend for one two (2) year period or two one (1) year periods.		
	Based upon the bids received, I recommend that American Institute of Toxicology Inc. be awarded the contract, as the lowest responsive, responsible bidder.		
			Sincerely,
			Robert J. McErlane Purchasing

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Signature Page

SIGNED: Angela Williams COMPANY: American Institute of Toxicology, Inc.

NAME: Angela Williams ADDRESS: 2265 Executive Drive
(PRINTED OR TYPED) Indianapolis, IN 46241

TITLE: Director, Forensic Business Development

TELEPHONE #: 317-715-8996 FAX #: 317-715-8996

DATE: 3/20/14.

TO THE BOARD OF CHOSEN FREEHOLDERS
OF THE COUNTY OF GLOUCESTER

GENTLEMEN:

THE UNDERSIGNED HEREBY DECLARES THAT HE/SHE HAS CAREFULLY EXAMINED THE SPECIFICATIONS AND PROPOSAL FORM FOR THE ABOVE REQUIREMENT, FOR WHICH PROPOSALS WERE ADVERTISED TO BE OPENED AND READ IN PUBLIC ON **March 27, 2014 AT 10:00 AM**, LOCAL TIME, IN THE OFFICE OF THE PURCHASING AGENT, COUNTY ADMINISTRATION BUILDING, 2ND FLOOR, 2 SOUTH BROAD STREET, WOODBURY, NJ 08096.

THE OFFEROR FURTHER DECLARES THAT HE/SHE WILL CONTRACT WITH THE COUNTY OF GLOUCESTER TO FURNISH THE REQUIRED ITEMS IN ACCORDANCE WITH THE SPECIFICATIONS AT THE PRICES SPECIFIED BELOW:

<u>TEST # 1 - CONTROLLED SUBSTANCES SCREEN WITH QUANTIFICATION</u>	\$ <u>110.⁰⁰</u>
<u>TEST # 2 - ABUSED CHEMICAL SUBSTANCES SCREEN:</u>	\$ <u>165.⁰⁰</u>
<u>TEST # 3 - INDUSTRIAL TOXICOLOGY AND OCCUPATIONAL EXPOSURE</u>	\$ <u>55.⁰⁰</u>
<u>TEST # 4 - HEMOGLOBIN PANEL</u> <i>Bromide = #70</i>	\$ <u>40.⁰⁰</u>
<u>TEST # 5 - CARBAMATE/ORGANOPHOSPHORUS PESTICIDE SURVEY</u>	\$ <u>Carbamate = #260.⁰⁰</u> \$ <u>Organo Pesticide = #140.⁰⁰</u>
<u>TEST # 6 - COMPREHENSIVE TOXICOLOGY</u>	\$ <u>165.⁰⁰</u>
<u>TEST # 7 - ANALYSIS OF SOLID TISSUES AND EVIDENCE ANALYSIS</u>	\$ <u>135.⁰⁰</u>
<u>TEST # 8 - QUANTITATIVE TESTS:</u> MAY BE REQUIRED BY THE COUNTY ON AN AS-NEEDED BASIS.	\$ <u>75.⁰⁰</u>

DEPARTMENT OF HEALTH LICENSE NUMBER: 00027691

NUCLEAR REGULATORY COMMISSION REGISTRATION NUMBER: N/A

EXCEPTIONS (IF ANY):

E7

Signature Page

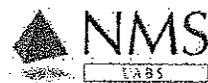
SIGNED: Pierre G. Cassigneul COMPANY: NMS Labs

NAME: Pierre G. Cassigneul ADDRESS: 3701 Welsh Road
(PRINTED OR TYPED)

TITLE: Chief Executive Officer
Willow Grove, PA 19090

TELEPHONE #: 800-522-6671 FAX #: 215-657-2972

DATE: March 24, 2014



TO THE BOARD OF CHOSEN FREEHOLDERS
OF THE COUNTY OF GLOUCESTER

GENTLEMEN:

THE UNDERSIGNED HEREBY DECLARES THAT HE/SHE HAS CAREFULLY EXAMINED THE SPECIFICATIONS AND PROPOSAL FORM FOR THE ABOVE REQUIREMENT, FOR WHICH PROPOSALS WERE ADVERTISED TO BE OPENED AND READ IN PUBLIC ON **March 27, 2014 at 10:00am, LOCAL TIME**, IN THE OFFICE OF THE PURCHASING AGENT, COUNTY BUILDING, 3RD FLOOR, DELAWARE STREET, WOODBURY, NJ 08096.

THE OFFEROR FURTHER DECLARES THAT HE/SHE WILL CONTRACT WITH THE COUNTY OF GLOUCESTER TO FURNISH THE REQUIRED ITEMS IN ACCORDANCE WITH THE SPECIFICATIONS AT THE PRICES SPECIFIED BELOW:

<u>TEST # 1 - CONTROLLED SUBSTANCES SCREEN WITH QUANTIFICATION</u> Price includes screening and quantitative confirmation for the compounds referenced in NMS Labs Basic Postmortem Toxicology Panel	<u>\$ 108.00</u>
<u>TEST # 2 - ABUSED CHEMICAL SUBSTANCES SCREEN:</u> Price includes screening and quantitative confirmation for the compounds referenced in NMS Labs Expanded Postmortem Toxicology Panel	<u>\$ 190.00</u>
<u>TEST # 3 - INDUSTRIAL TOXICOLOGY AND OCCUPATIONAL EXPOSURE</u>	<u>\$ 77.00</u>
<u>TEST # 4 - HEMOGLOBIN PANEL</u>	<u>\$ 59.00</u>
<u>TEST # 5- CARBAMATE/ORGANOPHOSPHORUS PESTICIDE SURVEY</u> Organophosphate Pesticides, Blood Carbamate Pesticides Panel, Blood Cholinesterase, Blood	<u>\$ See below</u> \$ 139.00 \$ 256.00 \$ 85.00
<u>TEST # 6 - COMPREHENSIVE TOXICOLOGY</u> Price includes screening and quantitative confirmation for the compounds referenced in NMS Labs Expert Postmortem Toxicology Panel	<u>\$ 479.00</u>
<u>TEST # 7 - ANALYSIS OF SOLID TISSUES AND EVIDENCE ANALYSIS</u> Solid Tissue Analysis – Basic Postmortem Toxicology Panel Controlled Substances and Pharmaceuticals Panel, Liquid or Solid	<u>\$ See Below</u> \$ 349.00 \$ 380.00
<u>TEST # 8 - QUANTITATIVE TESTS:</u> MAY BE REQUIRED BY THE COUNTY ON AN AS-NEEDED BASIS.	<u>\$ See Below*</u>

*Requests for Quantitative Tests will be invoiced with fees referenced in 2014 NMS Labs Fee Schedule

DEPARTMENT OF HEALTH LICENSE NUMBER: PA # 000504

NUCLEAR REGULATORY COMMISSION REGISTRATION NUMBER: #8405

EXCEPTIONS (IF ANY):

RFP PD 014-006
March 27, 2014

The Information Contained in this Document is the Intellectual Property of NMS Labs and is Privileged and Confidential

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**RESOLUTION AUTHORIZING APPROVAL OF NON-MATCHABLE SYSTEM
PAYMENTS REQUIRED TO BE MADE TO THE STATE OF
NEW JERSEY IN ACCORDANCE WITH N.J.S.A. 30:1-12 AND N.J.A.C. 10:8-1.1 FOR
AN AMOUNT NOT TO EXCEED \$350,000.00**

WHEREAS, the Gloucester County Division of Social Services through the County of Gloucester is required to make payments for "Non-Matchable Systems Payments" in accordance with N.J.S.A. 30:1-12 and N.J.A.C. 10:8-1.1. The County is responsible for paying its share of administrative expenses for various State data processing and computer operational systems related to the numerous programs administered by the Division of Social Services as well as fees for various Federal and State recovery collection services. The state sends bills to the Division of Social Services at various times during the year, and it is not possible to anticipate the exact amounts of these bills. Therefore, the fees shall be set in accordance with estimates based on last year's payments, for an amount not to exceed \$350,000.00; and

WHEREAS, the State sends bills to the Division of Social Services at various times during the year, and it is not possible to anticipate the exact amounts of these bills. Therefore, the fees are being set in accordance with estimates based on last year's payments, for an amount not to exceed \$350,000.00, from June 1, 2014 to May 31, 2015.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that approval is hereby granted for payments to the State New Jersey for "Non-Matchable Systems Payments" in accordance with N.J.S.A. 30:1-12 and N.J.A.C. 10:8-1.1 for the purposes set forth above for an amount not to exceed \$350,000.00, from June 1, 2014 to May 31, 2015.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester and State of New Jersey, held on Wednesday, May 7, 2014 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

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RESOLUTION AUTHORIZING THE APPLICATION AND ACCEPTANCE OF THE CWA CASE BANKING EQUIPMENT GRANT FROM THE NEW JERSEY DEPARTMENT OF HUMAN SERVICES DIVISION OF FAMILY DEVELOPMENT (DFD), IN THE TOTAL AMOUNT OF \$10,000.00, FROM MARCH 15, 2014 TO JUNE 30, 2014

WHEREAS, the Gloucester County Division of Social Services is submitting a spending plan proposal to NJ Department of Human Services DFD, to receive CWA Case Banking Equipment #CW14008 grant funds; and

WHEREAS, this funding is specifically for the purpose of purchasing equipment and supplies for the administration of case banking at GCDSS; and

WHEREAS, the New Jersey Department of Human Services DFD CWA Case Banking Equipment funding #CW14008, extending from March 15, 2014 to June 30, 2014 shall be for a total of \$10,000.00.

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

1. The County of Gloucester is making application to NJ Department of Human Services DFD to receive CWA Case Banking Equipment #CW14008 grant funds to use for case banking equipment and supply purchase as requested by the County of Gloucester is hereby approved;
2. That the Freeholder Director and Clerk of the Board are hereby authorized to execute any and all documents necessary to effectuate the purposes set out hereon.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester and State of New Jersey, held on Wednesday, May 7, 2014 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

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RESOLUTION AUTHORIZING THE SUBMISSION OF THE 2014 COUNTY MUNICIPAL ALLIANCE PLAN AND GRANT APPLICATION TO THE GOVERNOR'S COUNCIL ON ALCOHOLISM AND DRUG ABUSE IN THE AMOUNT \$391,915.00, WITH \$60,000.00 DESIGNATED TOWARD THE SALARY OF THE COUNTY ALLIANCE COORDINATOR, FROM, JULY 1, 2014 TO JUNE 30, 2015

WHEREAS, the County desires to submit a 2014/2015 Gloucester County Municipal Alliance Grant Application and Annual Plan to the Governor's Council on Alcoholism and Drug Abuse (the Council); and

WHEREAS, the County is eligible to receive a grant from the Council for the continued funding for the Alliance to Prevent Alcoholism and Drug Abuse, Municipal Alliance Program; and

WHEREAS, the grant application for renewal is for Municipal Alliance Programs to be pursued/provided by all 24 municipalities during a 12 month fiscal year; and

WHEREAS, the County will designate funding to each municipality by way of an agreement with the requirement of each respective municipality to provide a 25% Cash Match and a 75% In-kind Contribution for proposed services; and

WHEREAS, the total grant award of \$391,915.00 includes the County's cost of Administration in the amount of \$60,000.00 and \$331,915.00 for countywide Municipal Prevention Activity Coordination; and

WHEREAS, the County's Department of Health, Senior & Disability Services, Division of Disability Services reviews all data supplied or to be supplied in the application renewal and in its attachments, and certifies to the Board of Chosen Freeholders of the County that all data contained in the application and in its attachments are true and correct, including but not limited to, an annualized action plan, spending plan, etc.

NOW, THEREFORE, BE IT RESOLVED by the Gloucester County Board of Chosen Freeholders, that authorization is hereby given to submit the 2014 County Municipal Alliance Plan and Grant Application to the Governor's Council on Alcoholism and Drug Abuse in the amount \$391,915, with \$60,000 designated toward the salary of the County Alliance Coordinator, from July 1, 2014 To June 30, 2015; and

BE IT FURTHER RESOLVED that upon receipt of the fully executed application for grant funds from the New Jersey Governor's Council on Alcoholism and Drug Abuse, the funds will be used pursuant to the terms of said agreement between the County of Gloucester and the New Jersey's Governor's Council for the Municipal Alliance Grant in the amount of \$391,915.00 from July 1, 2014 to June 30, 2015; and

BE IT FURTHER RESOLVED that the Gloucester County Department of Health, Senior & Disability Services, Division of Disability Services will be responsible for grant implementation.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester and State of New Jersey, held on Wednesday, May 7, 2014 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

A

RESOLUTION AUTHORIZING THE EXECUTION OF A SHARED SERVICES AGREEMENT BETWEEN THE COUNTY AND FRANKLIN TOWNSHIP FOR THE PROVISION OF LANDSCAPE DESIGN SERVICES

WHEREAS, the Township of Monroe (hereinafter the "Township"), located in the County of Gloucester, has a need for landscape design services, specifically to develop a landscape design for a renewal and beautification project at Malaga Lake Park, and other possible projects; and

WHEREAS, the County of Gloucester (hereinafter the "County") employs a Landscape Design Architect in its Parks and Recreation Department; and

WHEREAS, the Township has requested the County to make its Landscape Design Architect available to the Township for the provision of such services for the Township; and

WHEREAS, the County and the Township desire to enter into an agreement for the purpose of describing the nature of the services to be provided, and the relationship in this context of the parties, consistent with the terms and provisions of the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1, et seq., (hereinafter the "Act"); and

WHEREAS, the Act specifically authorizes local government units, including counties and municipalities, to enter into agreements for the provision of shared services.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that the Director of the Board be and is hereby authorized to execute and the Clerk of the Board be and is hereby authorized to attest to the Shared Services Agreement between the County and Franklin Township for the provision of landscape consultation services by the County's Landscape Design Architect from May 7, 2014 to May 6, 2015, for a renewal and beautification project at Malaga Lake Park, and other possible projects.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, May 7, 2014, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

A

**SHARED SERVICES AGREEMENT BETWEEN THE
COUNTY OF GLOUCESTER AND THE TOWNSHIP OF FRANKLIN
FOR THE PROVISION OF LANDSCAPE DESIGN SERVICES**

This Uniform Shared Services Agreement (“Shared Services Agreement”), dated this 7 day of May 2014, by and between the **Township of Franklin**, a body politic and corporate of the State of New Jersey (hereinafter the “Township”), and the **County of Gloucester**, a body politic and corporate of the State of New Jersey (hereinafter the “County”).

RECITALS

WHEREAS, the Township, which is located in the County, has need for a Landscape Architect’s design services to develop a landscape design for *a renewal and beautification project at Malaga Lake Park* for the Township of Franklin, and other possible projects; and

WHEREAS, the County employs a Landscape Design Architect in its Parks and Recreation Department; and

WHEREAS, the Township has requested that County make its Landscape Design Architect available to the Township for the provision of such services; and

WHEREAS, the County is willing and able to make its Landscape Design Architect available to the Township, and

WHEREAS, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1, et seq. (hereinafter the “Act”), specifically authorizes local government units, including counties and municipalities, to enter into agreements for the provision of shared services.

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

AGREEMENT

A. DESCRIPTION OF CERTAIN SERVICES.

The County will make available to the Township its Landscape Design Architect. The Landscape Design Architect will provide landscape design and consultation services to the Township for a design, renewal and beautification project at Malaga Lake Park, and other possible projects in the Township.

B. NO PAYMENT FROM TOWNSHIP TO COUNTY.

The services to be provided by the County's Landscape Design Architect will be rendered by a full-time County employee. All other services, materials and the like, will be provided by the Township. The parties agree that the Township is not obligated to reimburse the County for the cost of the Landscape Design Architect's services.

C. DURATION OF AGREEMENT.

This Shared Services Agreement shall be effective on the date set forth below in Section G., and shall conclude no later than one (1) year from the effective date.

D. LIMITATION OF DELEGATION; INDEMNIFICATION; INSURANCE.

Neither County nor Township intends by this Shared Services Agreement to create any agency relationship other than that which may be specifically required by the Act for the limited purpose of the County's Landscape Design Architect providing the services in connection with the project described in this Shared Services Agreement.

Notwithstanding any such agency relationship which may be created by the Act, the Township hereby specifically agrees to indemnify and hold County harmless with regard to any claim of any kind, and with regard to cost for the same (including, without limitation, counsel fees, experts' costs, court costs and the like), arising out of any act or omission by the Township and/or any of its agents or employees in connection with the performance of the services which are the subject of this Shared Services Agreement.

The Township represents that it maintains General Liability and all other necessary and appropriate insurances related to the work to be performed, and the use to be made of the completed project. Simultaneously with the execution of this Shared Services Agreement, the Township shall provide the County with Certificates of Insurance for the relevant policies, and shall provide that the County is named as an additional insured on such policies. The said insurance policies and coverage shall be acceptable to the County in its sole discretion.

E. COMPLIANCE WITH LAWS AND REGULATIONS.

The Township agrees that it will at its own cost and expense promptly comply with, or cause to be complied with, all laws, rules, regulations and other governmental requirements which may be applicable to the performance of the services described in this Shared Services Agreement.

F. MISCELLANEOUS.

1. **Amendment.** This Shared Services Agreement may not be amended or modified for any reason without the express prior written consent of the parties hereto.
2. **Successors and Assigns.** This Shared Services Agreement shall inure to the benefit of and shall be binding upon the County, the Township, and their respective successors and assigns.
3. **Severability.** In the event that any provision of this Shared Services Agreement shall be held to be invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.
4. **Counterparts.** This Shared Services Agreement may be simultaneously executed in several counterparts, each of which shall constitute an original document and all of which shall constitute but one and the same instrument.
5. **Entire Agreement.** This Shared Services Agreement sets forth all the promises, covenants, agreements, conditions and undertakings between the parties hereto with respect to the subject matter hereof, and supersedes all prior or contemporaneous agreements and undertakings, inducements, or conditions, express or implied, oral or written between the parties hereto.
6. **Further Assurances and Corrective Instruments.** The Township and the County shall execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments, as may reasonably be required for correcting any inadequate or incorrect description of the Project, or to correct any inconsistent or ambiguous term hereof.
7. **Headings.** The Article and Section headings in this Shared Services Agreement are included herein for convenience of reference only and are not intended to define or limit the scope of any provision of this Shared Services Agreement.
8. **Non-Waiver.** It is understood and agreed that nothing which is contained in this Shared Services Agreement shall be construed as a waiver on the part of the parties, or any of them, of any right which is not explicitly waived in this Shared Services Agreement.

9. **Governing Law.** The terms of this Shared Services Agreement shall be governed by and construed, interpreted and enforced in accordance with the laws of the State of New Jersey applicable to agreements made and to be performed entirely within such State, including all matters of enforcement, validity and performance.

G. **EFFECTIVE DATE.** This Shared Services Agreement shall be effective as of May 7, 2014 which date shall be considered the commencement date of this Shared Services Agreement.

ATTEST:

COUNTY OF GLOUCESTER

ROBERT N. DILELLA, CLERK

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

TOWNSHIP OF FRANKLIN

BARBARA FREIJOMIL,
TOWNSHIP CLERK

EDWARD LEOPARDI, MAYOR

TOWNSHIP OF FRANKLIN
COUNTY OF GLOUCESTER

State of New Jersey

1571 Delsea Drive

FRANKLINVILLE, NEW JERSEY 08322

856-694-1234

Township Clerk
Barbara Freijomil

Deputy Clerk
Marie Celia

Mayor
Edward Leopardi

Deputy Mayor
Louis Gonzalez

Township Committee
David Deegan
Vito Genna
Sheryl Neely

March 26, 2014

Charles R. Rose, Director
Gloucester County Parks & Recreation
Shady Lane Complex
254 County House Road
Clarksboro, NJ 08020

Dear Mr. Rose,

The Township Committee of Franklin Township has authorized planning to improve one of its main parks – Malaga Lake Park – and wishes to request the services of Gloucester County's Landscape Architect, Alan Koch, to develop a landscape design and other plans for the park.

We understand Mr. Koch can assist with the park design, recreational facility location and layout, and beautification and that he can provide conceptual designs, presentation drawings, planting plans and specifications. We also understand that such service is free of charge to the Municipality and that we would enter into a shared services agreement with Gloucester County.

The project, Malaga Lake Park Renewal, will focus primarily on the open area of the park next to the lake and will involve design of tree and shrub planting, location of some additional recreation facilities, and general beautification and improvements, plus a maintenance plan. The Township Committee will be working with its Recreation and Environmental Commissions, as well as the Township Public Works Department, to assist in the planning and to conduct implementation of the plans.

The Franklin Township Clerk is Barbara Freijomil, who can be reached at 856-694-1234 X 114.

Sincerely,



Edward Leopardi
Mayor, Township of Franklin

RESOLUTION AUTHORIZING A MEMORANDUM OF UNDERSTANDING BETWEEN THE PROSECUTOR'S OFFICE, DEPARTMENT OF CORRECTIONS, VETERANS AFFAIRS, NEW JERSEY PAROLE BOARD AND CATHOLIC CHARITIES-CAMDEN

WHEREAS, the Gloucester County Prosecutor's Office, Gloucester County Corrections, Gloucester County Veterans Affairs, New Jersey Parole Board and Catholic Charities-Camden wish to formally memorialize their agreement regarding their intention to establish a pilot program for veterans charged with criminal offenses in Gloucester County; and

WHEREAS, the Gloucester County Prosecutor's Office is the chief law enforcement agency in the County and is responsible for the supervision of all law enforcement agencies within the County as well as the investigative and prosecution of crime and will be the lead agency responsible to ensure the goals of this pilot program are met; and

WHEREAS, the Gloucester County Corrections is responsible for the transport and administrative oversight of Gloucester County inmates housed at the Salem County Jail and will assist in identifying veterans who may be eligible for the program as well as available services; and

WHEREAS, Gloucester County Veterans Affairs is responsible for assisting veterans obtain applicable services and will assist in identifying veterans who may be eligible for the program as well as available services; and

WHEREAS, the New Jersey Parole Board is responsible for the transition of criminal defendants back into society as law abiding citizens and will assist in the referral process and will help coordinate the various services to be provided to veterans in the program; and

WHEREAS, Catholic Charities-Camden provides social services through their prison ministry to inmates and will be responsible for the screening of potential applicants who are incarcerated at the Salem County Jail and communicating with the Gloucester County Prosecutor's Office liaison and contacting referral agencies for placement; and

WHEREAS, the goal of the parties to this Memorandum of Understanding is to reduce the number of nonviolent veterans who are incarcerated in our criminal justice system. The parties will also institute a training program for law enforcement officers dealing with veterans as well as identifying and referring the veterans to appropriate services to address any underlying problem; and

WHEREAS, the term of this Memorandum of Understanding shall be for an initial two (2) year period and may be renewed by mutual agreement between the parties.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the Memorandum of Understanding between the Gloucester County Prosecutor's Office, Gloucester County Corrections, Gloucester County Veterans Affairs, New Jersey Parole Board and Catholic Charities-Camden be and is hereby authorized for an initial two year period and may be renewed by mutual agreement between the parties; and

BE IT FURTHER RESOLVED, that the County Prosecutor, the Warden of Gloucester County Department of Corrections and the Director of the Gloucester County Veterans Affairs are authorized to sign the Memorandum of Understanding.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, May 7, 2014, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

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**MEMORANDUM OF UNDERSTANDING BETWEEN THE GLOUCESTER COUNTY
PROSECUTOR'S OFFICE, GLOUCESTER COUNTY CORRECTIONS,
GLOUCESTER COUNTY VETERANS AFFAIRS, NEW JERSEY PAROLE BOARD
AND CATHOLIC CHARITIES-CAMDEN**

WHEREAS, the Gloucester County Prosecutor's Office, Gloucester County Corrections, Gloucester County Veterans Affairs, New Jersey Parole Board and Catholic Charities-Camden wish to formally memorialize their agreement regarding their intention to establish a pilot program for veterans charged with criminal offenses in Gloucester County; and

WHEREAS, the partners herein desire to enter into this Memorandum of Understanding to set forth the services to be provided by their collaborative effort.

I. DESCRIPTION OF PARTNER AGENCIES

The Gloucester County Prosecutor's Office is the chief law enforcement agency in the County of Gloucester and is responsible for the supervision of all law enforcement agencies within the county as well as the investigation and prosecution of crime. Gloucester County Corrections is responsible for the transport and administrative oversight of Gloucester County inmates housed at the Salem County Jail. Gloucester County Veterans Affairs is responsible for assisting veterans obtain applicable services. The New Jersey Parole Board is responsible for the transition of criminal defendants back into society as law abiding citizens. Catholic Charities-Camden provides social services through their prison ministry to inmates.

II. PURPOSE

The goal of the parties to this Memorandum of Understanding is to reduce the number of nonviolent veterans who are incarcerated in our criminal justice system. The parties will also institute a training program for law enforcement officers dealing with veterans as well as identifying and referring them to appropriate services to address any underlying problems.

NOW, THEREFORE, it is hereby agreed by and between the parties as follows:

III. ROLE AND RESPONSIBILITIES

1. The Gloucester County Prosecutor's Office is the lead agency responsible for ensuring training, case screening and monitoring performance measures to ensure the goals of this pilot program are met.
2. Gloucester County Corrections and Veterans Affairs will assist in identifying veterans who may be eligible for the program as well as available services.

3. New Jersey Parole Board will assist in the referral process and will help coordinate the various services to be provided to veterans in the program.
4. Catholic Charities will be responsible for the screening of potential applicants who are incarcerated at the Salem County Jail; communicating with the GCPO liaison and contacting referral agencies for placement.

IV. DURATION

This Memorandum of Understanding is signed for an initial period of two (2) years and may be renewed by mutual agreement between the parties.

V. TERMINATION CLAUSE

Each party shall have the right to terminate the Memorandum of Understanding by giving three months written notice to the other parties at any time. If the Memorandum of Understanding is terminated by any party, steps shall be taken to ensure that the termination does not affect any prior obligation, project or activity already in progress.

VI. AMENDMENTS

The Memorandum of Understanding may be modified or amended by written agreement between the parties.

VII. CONFIDENTIALITY

Nothing in this Memorandum of Understanding shall be so construed as to require either party to furnish any material, data or information the furnishing of which could, in its judgment, be required to violate its policy regarding confidentiality of such information.

VIII. INSURANCE

Each party agrees to maintain a policy of liability insurance as required under the laws of the State of New Jersey. Nothing in this Memorandum of Understanding shall create in the agency or subcontractor relationship between the parties hereto.

IX. APPLICABLE LAW

The terms and conditions contained herein shall be interpreted under the laws of the State of New Jersey.

X. TOTALITY OF AGREEMENT

This Memorandum of Understanding includes all the terms and conditions agreed to and no oral agreement shall bind any party hereto.

IN WITNESS WHEREOF, this Memorandum of Understanding is executed this day of _____, 2014 by the parties below:

GLOUCESTER COUNTY PROSECUTOR'S OFFICE

Sean F. Dalton, County Prosecutor

GLOUCESTER COUNTY CORRECTIONS

Eugene Caldwell, Warden

GLOUCESTER COUNTY VETERANS AFFAIRS

Duane Sarmiento, Director

NEW JERSEY PAROLE BOARD

James Plousis, Chairman

CATHOLIC CHARITIES

GLOUCESTER COUNTY VETERANS POLICY

The purpose of the Veterans Policy is to provide a collaborative partnership among Veterans Administrators, State and County Agencies, volunteers, community-based organizations and medical treatment facilities to assist Veterans in the criminal justice system who suffer from Post Traumatic Stress Disorder (PTSD), traumatic brain injury (TBI), and psychological or substance abuse problems. The Goals are to protect the public; reduce Veteran contacts with the criminal justice system; reduce the number of incarcerated Veterans; reduce costs to the public; and provide services and support for Veterans.

Gloucester County Law Enforcement Agencies will be trained to identify Veterans upon initial contact and notify GCPO. Jail Authorities will assist incarcerated Veterans with a referral application for services referred by Catholic Charities, Veterans agencies and other providers. Criminal Case Management will employ the Court's Veterans Assistance Project and provide applications for legal representation by the Public Defender's Office.

GCPO Attorneys will review criminal charges, make charging decisions, and work with a Veteran's attorney to resolve the criminal case.

During the Veteran's experience in the criminal justice process, the Veteran will be assisted by one or more of the following anticipated partners: The Gloucester/Camden Regional Office of the NJ Department of Military Services and Veterans Affairs; the NJ Department of Human Services; the Division of Mental Health Service; NJ State Parole Board; the Gloucester County Police Chief's Association; Veterans Service Office; Catholic Charities; Volunteers of America; Gloucester County Sheriff's Department; Gloucester County Corrections; NJ Department of Labor (Gloucester County One Stop); Gloucester County Department of Veterans Affairs; Inspira Health System; Gloucester County Mental Health Crisis Intervention (New Point); Lourdes Health System; Bancroft; SODAT; and Volunteer Veteran Mentors.

Volunteer Veteran Mentors will be recruited and trained to support veterans through the criminal justice system while assisting in their individual treatment plans. The Volunteer Veteran Mentor is intended to encourage, guide and support the mentee. Mentors must be a veteran of one of the branches of the US Military, including the Marine Corps, Navy, Army, Air Force, Coast Guard, or their corresponding Reserve or Guard branches.

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RESOLUTION AUTHORIZING AN APPLICATION TO THE BUREAU OF JUSTICE FOR THE FY2014 BULLETPROOF VEST PARTNERSHIP FROM THE U.S. DEPARTMENT OF JUSTICE PROGRAMS, BULLETPROOF VEST PARTNERSHIP BODY ARMOR SAFETY INITIATIVE GRANT, TO PURCHASE BALLISTIC AND/OR STAB-PROOF RESISTANCE AND/OR COMBO VESTS FOR CORRECTIONS AND SHERIFF'S DEPARTMENT EMPLOYEES, FROM MAY 13, 2014 TO AUGUST 31, 2016, IN AN AMOUNT TO BE DETERMINED

WHEREAS, the County, through the Gloucester County Sheriff, desires to apply for and obtain funding, in an amount to be determined, through the Bureau of Justice, www.ojpusdoj.gov/bvpbasi/BVP help desk @ 1877-758-3787 or vests@usdoj.gov for the FY2014 Bulletproof Vest Partnership from the US Department of Justice Programs, Bulletproof Vest Partnership Body Armor Safety Initiative (hereinafter the "grant") for the purposes of providing ballistic and/or stab proof and/or combo vests for Corrections and Sheriff's Department employees, which will keep them safe while working through our community. Grant term to run from May 13, 2014 to August 31, 2016; and

WHEREAS, the Board of Chosen Freeholders deems the making of such application, and the obtaining of such funds, to be beneficial to the citizens of the County; and

WHEREAS, the County Sheriff has reviewed all data supplied, or to be supplied, in the Grant application and in its attachments, and certifies to the Board of Chosen Freeholders that all data contained in the said application and in its attachments, is true and correct; and

WHEREAS, the County Sheriff has submitted the Grant application to the County Department of Human Services for review, and said department has approved said application; and

WHEREAS, the Board of Chosen Freeholders understands and agrees that any grant received as a result of the Grant application will be subject to the grant conditions and other policies, regulations and rules issued by the New Jersey Division of Highway Traffic Safety for the administration of grant projects.

NOW THEREFORE BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that authorization is hereby given to submit an application to the Bureau of Justice for the FY2014 Bulletproof Vest Partnership from the US Department of Justice Programs Bulletproof Vest Partnership Body Armor Safety Initiative Grant, to purchase ballistic and/or stab-proof resistance and/or combo vests for Corrections and Sheriff's Department employees, from May 13, 2014, to August 31, 2016, in an amount to be determined; and

BE IT FURTHER RESOLVED that the Gloucester County Department of Health, Senior & Disability Services, Division of Disability Services will be responsible for grant implementation.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester and State of New Jersey, held on Wednesday, May 7, 2014 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK