

AGENDA

7:00 p.m. Wednesday, March 18, 2015

Call to order

Salute to the flag

Open Public Meetings Statement

Roll Call

Changes to the Agenda

Approval of the regular meeting minutes from March 4, 2015

P-1 Proclamation recognizing March as Red Cross Month 2015 (Simmons) (to be presented)

P-2 Proclamation honoring Lillie Wells, a Deptford Community Leader and President Emeritus of the National Coalition of 100 Black Women, Southern New Jersey Chapter (DiMarco) (previously presented)

P-3 Proclamation recognizing Glassboro Shoprite Hunger Fighting Heroes as a winner of the Shoprite Partners in Caring Cherrios Contest 2015 (Simmons) (to be presented at a later date)

INTRODUCTION

THE 2015 BUDGET FOR THE COUNTY OF GLOUCESTER.

The purpose of this item is to provide for the introduction of the 2015 County Budget. Copies have been provided to all Freeholders and are also available through the Office of the Clerk of the Board. A public hearing and vote for adoption are scheduled for April 15, 2015.

INTRODUCTION

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 \$16,453,031 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 \$7,501,000; MAKING CERTAIN DETERMINATIONS AND COVENANTS; AND AUTHORIZING CERTAIN RELATED ACTIONS IN CONNECTION WITH THE FOREGOING.

This ordinance is to fund the Capital Project Program. A public hearing and vote for adoption are scheduled for April 15, 2015.

PUBLIC HEARING

AN ORDINANCE OF THE BOARD OF CHOSEN FREEHOLDERS OF THE COUNTY OF GLOUCESTER, NEW JERSEY, AUTHORIZING THE GUARANTY BY THE COUNTY OF THE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON THE COUNTY GUARANTEED LOAN REVENUE REFUNDING BONDS (COUNTY CAPITAL PROGRAM), SERIES 2015, TO BE ISSUED BY THE GLOUCESTER COUNTY IMPROVEMENT AUTHORITY IN ONE OR MORE SERIES IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$80,000,000 FOR THE PURPOSE OF PROVIDING ADDITIONAL SECURITY FOR THE PAYMENT OF SAID BONDS; AND DETERMINING CERTAIN MATTERS IN CONNECTION THEREWITH.

This Ordinance will allow the County to move forward with the potential refunding of the GCIA Loan Bond of 2008 that funded the Justice Complex renovations. This Ordinance was introduced at the February 18, 2015 Freeholder Meeting.

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 SETTLEMENT OF WORKERS' COMPENSATION CLAIMS CAPTIONED WILLIAM BREWER V. GLOUCESTER COUNTY, C.P. 2010-6744, AND BARBARA ROSS V. GLOUCESTER COUNTY, C.P. 2010-32659.

The general nature of the subject to be discussed at the closed meeting of March 18, 2015, shall be the possible settlement of the above workers' compensation matters. The Petitioner, William Brewer is represented by Adam M. Kotlar, Esquire. The Petitioner, Barbara Ross is represented by Ann Madden Tufano, Esquire.

A-2 RESOLUTION AUTHORIZING 2014 APPROPRIATION RESERVE BUDGET TRANSFERS.

This Resolution is needed to transfer 2014 funds from department to department where needed.

A-3 RESOLUTION AUTHORIZING APPROVAL OF THE BILL LISTS FOR THE MONTH OF MARCH 2015.

The Treasurer of Gloucester County submits the bill list for March for Freeholder approval, including ratification of payments made to cover emergency payments made by the Division of Social Services. Upon approval, the Treasurer is then authorized to render payment to vendors appearing on the list. Checks will be mailed March 19, 2015.

A-4 RESOLUTION APPOINTING A MEMBER TO THE GLOUCESTER COUNTY CONSTRUCTION BOARD OF APPEALS.

This resolution will appoint Philip M. Zimm, Sr., as a member to the Construction Board of Appeals to fill an unexpired term ending March 20, 2017.

A-5 RESOLUTION AUTHORIZING A SHARED SERVICES AGREEMENT WITH THE COUNTY OF CAMDEN FOR REGIONALIZED JUVENILE DETENTION FROM APRIL 1, 2015 TO MARCH 31, 2018 IN AN AMOUNT NOT TO EXCEED \$500,000.00.

This Resolution authorizes the execution of a Shared Services Agreement with Camden County for the purpose of housing juvenile offenders from April 1, 2015 to March 31, 2018. The cost of housing the juvenile offenders shall be at a per diem rate of two hundred seventy five (\$275.00) dollars per day in an amount not to exceed \$500,000.00.

A-6 RESOLUTION AUTHORIZING AND CONFIRMING SETTLEMENT OF STATE TAX COURT TAX APPEAL COMPLAINTS OF LOWES HOME CENTER, LLC, V. MANTUA.

The Plaintiff(s), Lowes Home Center v. Mantua, Docket Numbers 009628-2012, 003628-2014, 000062-2015, represented by Brian Fowler, Esq. of Garippa Lotz & Giannuario filed state tax appeals contesting the assessment on the subject properties known as Block 242, Lot 7.01; and the parties through legal counsel and assessors and/or certified real estate appraisers engaged by the tax payer 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.

A-7 RESOLUTION TO CONTRACT WITH PICTOMETRY INTERNATIONAL CORPORATION, FOR LICENSING AGREEMENT OF PROPRIETARY SOFTWARE FOR DIGITAL AERIAL IMAGING FROM FEBRUARY 21, 2015 TO FEBRUARY 20, 2017 FOR \$38,215.00.

The Gloucester County Office of Assessment has a need for licensing of digital aerial imaging software services known as ChangeFindr. The Gloucester County Office of Assessment has recommended that said services be provided by Pictometry International Corporation, with offices at 100 Town Centre Drive, Suite A, Rochester, NY 14623, for \$38,215.00, from February 21, 2015 to February 20, 2017. CAF#15-01603 has been obtained to certify funds.

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

**FREEHOLDER CHILA
FREEHOLDER SIMMONS**

B-1 RESOLUTION AUTHORIZING AN EASEMENT AND USE AGREEMENT WITH THE TOWNSHIP OF MONROE TO PERMIT THE COUNTY TO CONSTRUCT, INSTALL AND MAINTAIN A TOWER AND RELATED NECESSARY EQUIPMENT AT 295 WHITEHALL ROAD, WILLIAMSTOWN, NEW JERSEY 08094, BLOCK 8601, LOT 24.

The County has a need to construct, install and maintain a tower and related necessary equipment to enhance emergency dispatch services at 295 Whitehall Road, Williamstown, New Jersey 08094, Block 8601, Lot 24. The County will be constructing, installing and maintaining a tower, radio equipment, shelter, and a 50 KW generator and related necessary equipment at said location. In order to formalize the above installation and services the County and the Township of Monroe shall enter into an Easement and Use Agreement at no cost to the County.

**DEPARTMENT OF ECONOMIC DEVELOPMENT
& PUBLIC WORKS**

**FREEHOLDER SIMMONS
FREEHOLDER CHRISTY**

C-1 RESOLUTION AUTHORIZING CONTRACT CHANGE ORDER INCREASE #02 WITH BUD CONCRETE, INC., BY \$5,800.00.

This Resolution authorizes and approves a Contract Change Order Increase #02 in the amount of

\$5,800.00 for a total revised contract amount of \$184,296.00 between the County and Bud Concrete, Inc., 133 Sewell Road, Sewell, NJ 08080. Contract Change Order Increase #02 is necessitated by construction new concrete landing and steps at Surrogate Office. The overall change order results in a project cost increase for the Engineering Project "Miscellaneous Concrete Replacement and Pedestrian Facilities Upgrade Project, Various Locations, County of Gloucester," Engineering Project #14-20". The original Contract was awarded on Wednesday, October 1, 2014 for \$165,700.00. Contract Change Order Increase #01 was adopted by Resolution on January 21, 2015 for \$12,796.00. CAF #15-01897 has been obtained to certify funds for this Contract Change Order.

C-2 RESOLUTION AUTHORIZING FINAL CONTRACT CHANGE ORDER #05-DECREASE WITH P & A CONSTRUCTION, INC. BY \$128,550.90.

This Resolution authorizes and approves a Contract Change Order Decrease #05-Final in the amount of \$128,550.90 for a total revised contract amount of \$6,582,736.16 between the County and P & A Construction, Inc. Contract Change Order Decrease #05-Final is necessitated by increases, decreases and supplementary quantities based upon actual 'as-built' quantities and projected to be used to satisfactorily complete the project. The overall change order results in a project cost decrease for the Engineering Project "Reconstruction of Egg Harbor Road, County Route 630, Washington Township." This project is 100% Federal Aid funded, Federal Project No. STP-4048(106) CON. The original Contract was awarded On Wednesday, August 21, 2013 for \$6,209,751.69, Contract Change Order Increase #01 was adopted by Resolution on November 6, 2013 for \$24,160.00; Change Order Increase #02 passed February 5, 2014 for \$114,850.20; Change Order Increase #03 passed July 9, 2014 for \$414,233.24 and Change Order Decrease #04 passed December 3, 2014 by \$51,708.07.

C-3 RESOLUTION TO CONTRACT WITH SOUTH STATE, INC. FOR PROPOSED RESURFACING AND SAFETY IMPROVEMENTS TO NORTH MAIN STREET IN THE TOWNSHIP OF HARRISON FOR \$458,775.13.

This Resolution authorizes and approves a Construction Contract in the total amount of \$458,775.13 between the County and South State, Inc. for the Engineering Project "Proposed Resurfacing and Safety Improvements to North Main Street, Route 45, from Swedesboro Road (Route US 322/CR536) to Mill Road (Route US 322) in the Township of Harrison," Federal Project Number STP-0011(055), Engineering Project #14-09FA, (hereinafter the "Project"). This contract is proposed to be awarded based upon bids that were publicly received and opened by the County for the Project on Friday, February 20, 2015. South State, Inc. has been determined to be the lowest responsive and responsible bidder for the Project. The project will consist of milling and paving from approximately 500 feet south of the Swedesboro Road/Mullica Hill By-Pass (Route US 322/CR536) intersection through the intersection of Mill Road (Route US 322, original alignment) at the Raccoon Creek Bridge in village of Mullica Hill within the Township of Harrison. Curb ramps will be replaced in kind to meet current ADA standards. Sidewalk replacement and concrete driveways will utilize an exposed aggregate treatment with a sealant to match the existing streetscape. Bicycle safe inlet grates will be installed where needed and inlet heads will be installed to comply with the current storm water regulations. Long life traffic stripes and raised pavement markers will be installed on the new pavement surface. The project also includes the installation of a rapid flashing beacon at the existing Woodland Avenue pedestrian crossing. The poles for the construction of the rapid flashing beacon will be will be decorative black powder coated poles matching the style at the existing two intersection of Route 45 with the Mullica Hill By-Pass and Mullica Road near the project ends. The guiderail at the existing Raccoon Creek Bridge will be upgraded. New crashworthy end treatments will be constructed. All exposed surfaces of the proposed guiderail and end sections will be painted black to keep with the existing treatments in the historic district, this painting shall be included in the cost of the various guiderail items. CAF #15-01887 has been obtained to certify funds. This project is 100% State Aid Funded.

C-4 RESOLUTION TO CONTRACT WITH SOUTH STATE, INC. FOR IMPROVEMENTS TO COUNTY ROUTE 654 IN THE TOWNSHIP OF WASHINGTON FOR \$1,510,767.04.

This Resolution authorizes and approves a Construction Contract in the total amount of \$1,510,767.04 between the County and South State, Inc. for the Engineering Project "Improvements to Hurffville-Cross Keys Road (County Route 654), from Fries Mill Road (CR655) to the Cross Keys By-Pass (CR689) in the Township of Washington," Engineering Project #14-03SA, (hereinafter the "Project"). This contract is proposed to be awarded based upon bids that were publicly received and opened by the County for the Project on Wednesday, March 04, 2015. South State, Inc. has been determined to be the lowest responsive and responsible bidder for the Project. The project will consist of widening of Hurffville-Cross Keys Road (CR654) from one lane in each direction to provide two lanes in each direction with turning lanes. The roadway will be widened with new drainage structures, including underground infiltration basins and pipe systems. The roadway will be milled and paved including a leveling course to be constructed as a separate construction lift upon completion of milling operations. Bicycle safe grates and NJDEP ECO compliant heads and grates will be constructed to comply with current storm water regulations. CAF #15-01910 has been obtained to certify funds. This project is 100% State Aid Funded.

C-5 RESOLUTION TO DISCONTINUE AND VACATE THE COUNTY'S INTEREST IN ROWAN BOULEVARD ENTRUSTING IT TO THE SOLE JURISDICTION AND CONTROL OF THE BOROUGH OF GLASSBORO.

This Resolution will formally transfer control of Rowan Boulevard from Mullica Hill Road (CR536) aka Route 322 at the roundabout to Main Street (CR553) from the County of Gloucester to the Borough of Glassboro. The County had a joint jurisdictional interest in Rowan Boulevard to secure State funding to

assist the Borough in the Rowan Boulevard redevelopment project. The work has been completed for the roadway and the Borough has assumed maintenance of the roadway. This Resolution will formalize jurisdiction to the Borough of Glassboro.

DEPARTMENT OF EDUCATION

**FREEHOLDER BARNES
FREEHOLDER JEFFERSON**

**DEPARTMENT OF PARKS &
LAND PRESERVATION**

**FREEHOLDER DIMARCO
FREEHOLDER CHILA**

**DEPARTMENT OF BUILDINGS &
GOVERNMENT SERVICES**

**FREEHOLDER CHRISTY
FREEHOLDER DIMARCO**

F-1 RESOLUTION TO CONTRACT WITH DR. ROBERT W. HARRIS AND PITMAN ANIMAL HOSPITAL IN AN AMOUNT NOT TO EXCEED \$40,000.00; CROSS KEYS ANIMAL HOSPITAL IN AN AMOUNT NOT TO EXCEED \$30,000.00; AND CLAYTON VETERINARY ASSOCIATES, LLC, IN AN AMOUNT NOT TO EXCEED \$30,000.00 FOR VETERINARY SERVICES FROM APRIL 1, 2015 TO MARCH 31, 2016.

This Resolution authorizes the execution and award of a split Contract for Veterinary Services for spay, neuter and other services related to the sterilization of animals, including provision of emergency Veterinary Services during normal business hours to Cross Keys Animal Hospital, in an amount not to exceed \$30,000.00; Clayton Veterinary Associates, LLC, in an amount not to exceed \$30,000.00; and to Pitman Animal Hospital and Dr. Robert W. Harris, who additionally provides consulting services to the Animal Shelter, in an amount not to exceed \$40,000.00, as per RFP# 015-009.

F-2 RESOLUTION EXTENDING THE CONTRACT WITH JC MAGEE SECURITY SOLUTIONS FROM APRIL 6, 2015 TO APRIL 5, 2017 IN AN AMOUNT NOT TO EXCEED \$50,000.00 PER YEAR.

This Resolution authorizes the extension of the existing Contract with J.C. Magee Security Solutions for the supply of locking hardware and locksmith services that was originally entered into on March 27, 2013 for a two year term, as per PD# 013-010. The Contract allowed for one (1) two (2) year or two (2) one (1) year extensions. The County is exercising its final option to extend the Contract for two years through April 5, 2017, in an amount not to exceed \$50,000.00 per year.

F-3 RESOLUTION AMENDING THE CONTRACT WITH GREENSCAPE LANDSCAPE COMPANY TO INCREASE THE MAXIMUM AMOUNT BY \$18,000.00 RESULTING IN A CONTRACT AMOUNT NOT TO EXCEED \$108,000.00.

This Amendment to the existing Contract with Greenscape Landscape Company increases the maximum Contract amount for tree trimming and/or removal by \$18,000.00, resulting in a new Contract amount not to exceed \$108,000.00 for the first year of the Contract ending August 18, 2015. The Contract was originally authorized in an amount not to exceed \$90,000.00 per year. Contract term is from August 19, 2014 to August 18, 2016 and remains unchanged.

**DEPARTMENT OF HEALTH &
HUMAN SERVICES**

**FREEHOLDER JEFFERSON
FREEHOLDER BARNES**

G-1 RESOLUTION AUTHORIZING EXECUTION OF A LICENSE MAINTENANCE AGREEMENT WITH UNITRONIX DATA SYSTEMS, INC., FOR MAINTENANCE AND PROPRIETARY SOFTWARE FOR THE DIVISION OF SOCIAL SERVICES FROM APRIL 1, 2015 TO MARCH 31, 2016 FOR \$58,199.28.

This Resolution authorizes execution of a license maintenance agreement with Unitronix Data Systems, Inc., 1124 Route 202, Raritan, NJ 08869, to provide service and maintenance and proprietary software for the Division of Social Services (i.e., ABACUS, Fraud Collection Turnkey System (WEB), in the amount of \$39,850.87 and A.O.S.S. Card registration (WEB), in the amount of \$18,348.41). The total contract amount is \$58,199.28 from April 1, 2015 to March 31, 2016. CAF#15-01496 has been obtained to certify funds.

G-2 RESOLUTION AUTHORIZING THE EXECUTION OF CONTRACTS FOR THE OUTSTATIONING OF DIVISION OF SOCIAL SERVICES STAFF AT HEALTH CARE FACILITIES TO PROVIDE MEDICAID APPLICATION SERVICES.

This Resolution authorizes the execution of contracts with CompleteCare Health Network, Inspira Health Network and Kennedy Health System to station Division of Social Services staff at those healthcare facilities to provide Medicaid eligibility application services. The New Jersey Healthcare Cost Reduction Act directs that CWA's provide for the outstationing of staff at healthcare facilities designated by the New Jersey Commissioner of Health for the purpose of determining Medicaid eligibility of patients, and requires

that the designated healthcare facility reimburse the CWA for the nonfederal share of the costs associated with the CWA employee and that the Commissioner of Human Services bill the healthcare facility for such costs. CompleteCare Medical and Dental Professionals, 335 North Delsea Drive, Glassboro, New Jersey; Inspira Medical Center, 509 North Broad Street, Woodbury, New Jersey; and Kennedy University Hospital, 435 Hurffville-Cross Keys Rd., Washington Twp., are healthcare facilities so designated by the Commissioner of Health. The nonfederal share of the costs associated with the CWA employee is 50%; the other 50% is reimbursed to the County by the federal government, thereby resulting in no cost to the County for the stationing services. The New Jersey Commissioner of Health requires that contracts be signed with the various healthcare facilities to formalize the outstationing agreements.

G-3 RESOLUTION AUTHORIZING THE DIVISION OF SOCIAL SERVICES TO MAKE ALL NECESSARY STATE-MANDATED PAYMENTS FROM ITS "ASSISTANCE ACCOUNT" FOR VARIOUS PURPOSES AS REQUIRED BY THE STATE TEMPORARY ASSISTANCE TO NEEDY FAMILIES AND FEDERAL SUPPLEMENTAL SECURITY INCOME PROGRAMS.

This Resolution authorizes the Division of Social Services to make all necessary payments from its "Assistance Account" on an as-needed basis to fulfill the County's obligations under the State Work First New Jersey, Temporary Assistance to Needy Families Program (TANF) and the Supplemental Security Income Program (SSI). The TANF program includes payments made on a case-by-case, as-needed basis for the benefit of qualifying families for such purposes as emergency housing in shelters and motels, rental assistance, transportation, and furniture and household items. The State and Federal Government provide ninety-five percent of these funds and require the County to provide five percent. SSI is a federal program administered by the State that provides benefits to certain elderly and disabled persons, such as funds for burials and emergency assistance. The State initially provides seventy-five percent of these SSI funds and requires the County to provide twenty-five percent, all of which share is ultimately refunded to the County by the State. The funds that must be paid in advance by the County under both of these programs are placed in the Division of Social Services "Assistance Account", and the payments are made by that agency on an as-needed basis as required under the programs. The amount of \$794,945.00, most of which will be refundable by the State, is being allocated to the Assistance Account in anticipation of the total amount that will be required for such purposes in the year 2015; however, neither the actual amount or specific purpose of any given payment nor the actual total amount of payments can be determined beforehand, and therefore the amount of necessary funds to be placed in the account may be subject to change from time to time.

Old Business

New Business

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

Adjournment

MINUTES

7:00 p.m. Wednesday, March 4, 2015

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	
Jefferson	X	
Damminger	X	

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

Approval of the regular meeting minutes from February 18, 2015.

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

Comments: _____

49041 Proclamation Proclaiming March, 2015 to be Developmental Disabilities Awareness Month in Gloucester County, New Jersey (Jefferson) (to be presented)

49042 PUBLIC HEARING

RESOLUTION TO EXCEED THE COUNTY BUDGET APPROPRIATION LIMITS AND TO ESTABLISH A CAP BANK N.J.S.A. 40A: 4-45.14.

OPEN

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

Comments: Lee Lucas, Gibbstown, had a question regarding the CAP Resolution to establish a CAP Bank.

CLOSE

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

Comments: N/A

ADOPT

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

Comments: N/A

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		
Jefferson			X		
Damminger			X		

Comments: N/A

CLOSE

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

Comments: N/A

DEPARTMENT OF ADMINISTRATION

**DIRECTOR DAMMINGER
FREEHOLDER CHILA**

49043 RESOLUTION AUTHORIZING EMERGENCY TEMPORARY APPROPRIATIONS.

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

Comments: N/A

49044 RESOLUTION AUTHORIZING THE ESTABLISHMENT OF A PAYPAL BUSINESS ACCOUNT FOR THE PURPOSE OF ACCEPTING PUBLIC DONATIONS.

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

Comments: N/A

49045 RESOLUTION TO CONTRACT WITH VERIZON BUSINESS NETWORK SERVICES, INC. TO PROVIDE SPECIFIC VOICE SERVICES FROM MARCH 27, 2015 TO MARCH 26, 2017 IN AN AMOUNT NOT TO EXCEED \$140,000.00.

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

Comments: N/A

49046 RESOLUTION TO CONTRACT WITH COMMUNITY CHAMPIONS CORPORATION FOR A COUNTY-WIDE REGISTRATION PROGRAM FOR ABANDONED PROPERTIES FROM MARCH 4, 2015 TO MARCH 3, 2016.

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

Comments: N/A

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

**FREEHOLDER CHILA
FREEHOLDER SIMMONS**

49047 RESOLUTION TO CONTRACT WITH TO CAMPBELL SCIENTIFIC, INC., FOR THE PURCHASE OF EQUIPMENT FOR A REGIONAL WEATHER STATION PROJECT, FOR \$75,301.61.

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

Comments: N/A

49048 RESOLUTION TO CONTRACT WITH PAULSBORO PRINTERS, LLC FOR SERVICES IN CREATING AND PRINTING VOTING AUTHORITY TICKETS TO THE SUPERINTENDENT OF ELECTIONS, FROM MARCH 13, 2015 TO MARCH 12, 2017, IN AN AMOUNT NOT TO EXCEED \$50,000.00.

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

Comments: N/A

49049 RESOLUTION TO CONTRACT WITH ELECTION SUPPORT AND SERVICES, INC., TO PROVIDE VOTING MACHINE SERVICES TO THE SUPERINTENDENT OF ELECTIONS FROM APRIL 1, 2015 TO MARCH 31, 2017 IN AN AMOUNT NOT TO EXCEED \$160,000.00.

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

Comments: N/A

**DEPARTMENT OF ECONOMIC DEVELOPMENT
& PUBLIC WORKS**

**FREEHOLDER SIMMONS
FREEHOLDER CHRISTY**

49050 RESOLUTION AUTHORIZING FEDERAL AID AGREEMENT #14-DT-BLA-682 WITH THE NJ DEPARTMENT OF TRANSPORTATION FOR RESURFACING AND SAFETY IMPROVEMENTS ALONG COUNTY ROUTE 553 IN THE TOWNSHIPS OF DEPTFORD & MANTUA AND THE BOROUGH OF WENONAH IN AN AMOUNT NOT TO EXCEED \$2,604,953.00.

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

Comments: N/A

49051 RESOLUTION TO CONTRACT WITH CME ASSOCIATES, INC. FOR CONSTRUCTION MANAGEMENT & INSPECTION SERVICES IN THE RESURFACING AND SAFETY IMPROVEMENT PROJECT ON A PORTION OF COUNTY ROUTE 557 IN THE TOWNSHIP OF FRANKLIN FOR \$59,787.79.

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

Comments: N/A

49052 RESOLUTION TO CONTRACT WITH SOUTH STATE, INC. FOR THE SUPPLY, DELIVERY AND OVERLAY OF HOT MIX ASPHALT MATERIALS AS NEEDED FROM APRIL 4, 2015 TO APRIL 3, 2016 IN AN AMOUNT NOT TO EXCEED \$1,000,000.00

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

Comments: N/A

49053 RESOLUTION EXTENDING THE CONTRACT WITH SOUTH STATE INC. FOR MILLING AND PROFILING SERVICES FOR ONE YEAR THROUGH MARCH 12, 2016 IN AN AMOUNT NOT TO EXCEED \$500,000.00.

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

Comments: N/A

DEPARTMENT OF EDUCATION

FREEHOLDER BARNES
FREEHOLDER JEFFERSON

DEPARTMENT OF PARKS &
LAND PRESERVATION

FREEHOLDER DIMARCO
FREEHOLDER CHILA

49054 RESOLUTION TO CONTRACT WITH BACH ASSOCIATES AND FEDERICI AND AKIN, P.A., TO PROVIDE ENGINEERING/SURVEYING SERVICES FOR LAND AND/OR DEVELOPMENT RIGHT ACQUISITIONS FROM MARCH 4, 2015 TO MARCH 3, 2016 IN AN AMOUNT NOT TO EXCEED \$150,000.00 FOR EACH CONTRACT.

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

Comments: N/A

DEPARTMENT OF BUILDINGS & GOVERNMENT SERVICES

**FREEHOLDER CHRISTY
FREEHOLDER DIMARCO**

49055 RESOLUTION TO CONTRACT WITH AP PLUMBING & HEATING SUPPLY, LLC FOR PLUMBING SUPPLIES FROM MARCH 4, 2015 TO MARCH 3, 2017 IN AN AMOUNT NOT TO EXCEED \$80,000.00 PER YEAR.

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

Comments: N/A

49056 RESOLUTION EXTENDING THE CONTRACT WITH SIMPLEX GRINNELL, LP FOR REPAIR AND MAINTENANCE OF SECURITY AND FIRE ALARMS FROM MARCH 21, 2015 TO MARCH 20, 2016 IN AN AMOUNT NOT TO EXCEED \$50,000.00.

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

Comments: N/A

49057 RESOLUTION TO CONTRACT WITH TO WILLIAM R. CAREY & COMPANY, INC., FOR BROKER SERVICES FROM MARCH 1, 2015 TO FEBRUARY 29, 2016 FOR \$155,000.00.

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

Comments: N/A

49058 RESOLUTION AUTHORIZING THE PURCHASE OF A LIVE SCAN SYSTEM AND DUPLEX FINGERPRINT CARD PRINTER FROM MORPHOTRAK, INC., THROUGH STATE CONTRACT #A81520 FOR \$39,103.55.

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

Comments: N/A

DEPARTMENT OF HEALTH & HUMAN SERVICES

**FREEHOLDER JEFFERSON
FREEHOLDER BARNES**

49059 RESOLUTION AUTHORIZING EXECUTION OF A CERTIFICATION OF DEBARMENT FOR THE PURPOSE OF RECEIVING FEDERAL FUNDING FOR THE ADMINISTRATION AND CASE MANAGEMENT OF VARIOUS WORK FIRST NEW JERSEY PROGRAMS.

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

Comments: N/A

49060 RESOLUTION AUTHORIZING AN AGREEMENT WITH THE NEW JERSEY JUDICIARY, CUMBERLAND/GLOUCESTER/SALEM VICINAGE AND THE COUNTY OF GLOUCESTER, FROM FEBRUARY 1, 2015 TO DECEMBER 31, 2015, IN AN AMOUNT NOT TO EXCEED \$5,400.00.

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

Comments: N/A

Old Business

New Business

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

OPEN

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

Comments: Lee Lucas, Gibbstown, had questions regarding salt costs. Also had questions regarding the other counties studying a regional jail.

CLOSE

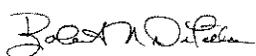
	Motion	Second	Yes	No	Abstain
Chila	X		X		
Barnes			X		
Christy			X		
DiMarco			X		
Simmons		X	X		
Jefferson			X		
Damminger			X		

Comments: N/A

Adjournment 7:25 PM

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

Comments: N/A



ROBERT N. DILELLA, CLERK

Board of Chosen Freeholders Proclamation

RECOGNIZING MARCH AS AMERICAN RED CROSS MONTH 2015

WHEREAS, it is the desire of the Board of Chosen Freeholders to recognize and honor the American Red Cross-Southwestern NJ Chapter by declaring March as American Red Cross Month; and

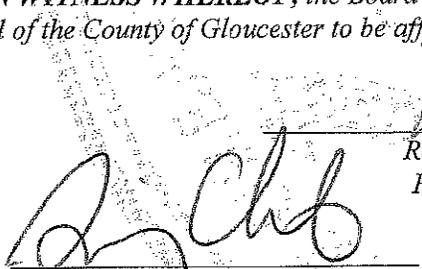
WHEREAS, the American Red Cross was founded by hero Clara Barton in 1881 as a way to lift up suffering of those in need. In 1943, President Franklin D. Roosevelt first proclaimed March as Red Cross Month and called on all Americans to support the organization that provides life-saving blood, offers disaster relief, unites military families with their loved ones, provides training in CPR and First Aid and continues the mission to prevent and alleviate human suffering in the face of emergencies. The American Red Cross- Southwestern NJ Chapter is truly the epitome of volunteerism and humanitarianism in Gloucester County, and we take this special time to thank those from our community who reach out to help those in need; and

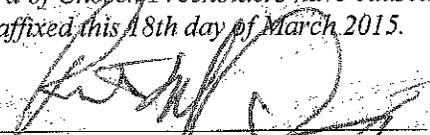
WHEREAS, the American Red Cross-Southwestern NJ Chapter, has stood united helping our friends, neighbors and families recover from various disasters. Without the aid of our valued volunteers, municipalities throughout the County of Gloucester and the entire State of New Jersey would not have this much needed support; and

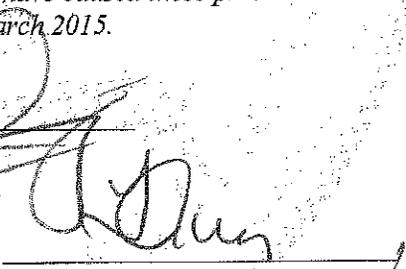
WHEREAS, we remember our heroes in Gloucester County who help people in need working tirelessly to assist their neighbors and friends through disastrous times. Our community depends on the American Red Cross-Southwestern NJ Chapter, which relies on donations of time, money and blood to fulfill its humanitarian mission; and

NOW, THEREFORE, BE IT PROCLAIMED, that I, Robert M. Damminger, as Director, and on behalf of the 2015 Gloucester County Board of Chosen Freeholders Giuseppe (Joe) Chila, Lyman Barnes, Daniel Christy, Frank J. DiMarco, James B. Jefferson and Heather Simmons do hereby proclaim March as American Red Cross Month, 2015.

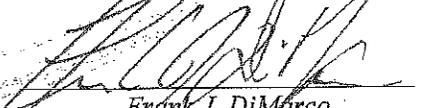
IN WITNESS WHEREOF, the Board of Chosen Freeholders have caused these presents to be executed and the seal of the County of Gloucester to be affixed this 18th day of March 2015.

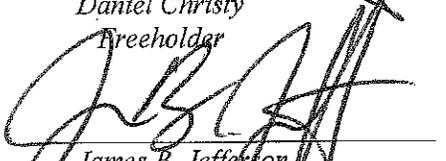

Giuseppe (Joe) Chila
Freeholder Deputy Director

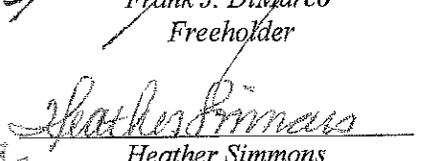

Robert M. Damminger
Freeholder Director


Lyman Barnes
Freeholder


Daniel Christy
Freeholder

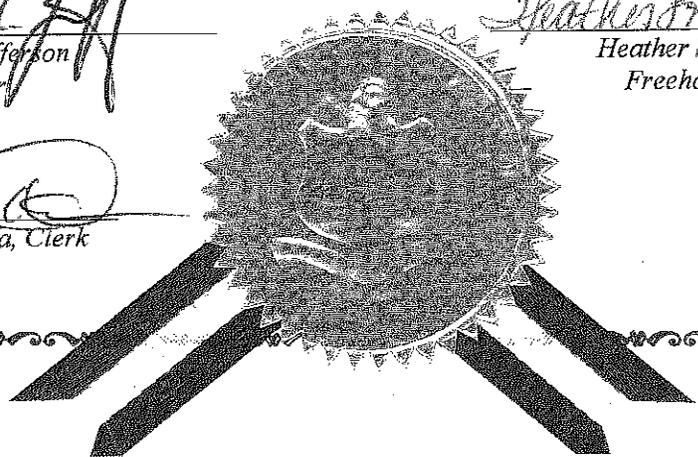

Frank J. DiMarco
Freeholder


James B. Jefferson
Freeholder


Heather Simmons
Freeholder

ATTEST:

Robert N. DiLella, Clerk



P2
Gloucester County

Board of Chosen Freeholders Proclamation

~ Honoring ~
Lillie Wells

**Community Leader and
President Emeritus of the National Coalition of 100 Black Women,
Southern New Jersey Chapter**

WHEREAS, Lillie Wells was born on April 26, 1948 in Savannah, Georgia to Henry and Lillie Nelson, the fifth of seven children. The family left the segregated South in 1957 and settled in Camden, New Jersey where Lillie took advantage of every available opportunity; and

WHEREAS, Lillie enrolled in Rutgers University after graduation from Woodrow Wilson High School, Camden, New Jersey to study Business Administration and later became employed by The Bulletin Newspaper. After four decades of employment with the Philadelphia Inquirer and Daily News, Lillie retired as a Senior Executive Assistant and was referred to as the glue that held the Production Department together; and

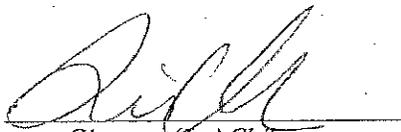
WHEREAS, Lillie became a Community Volunteer and Leader due to her experiences with racism, inequality and segregation while living in the South and mentored many of the younger generation with her contagious smile and infectious personality; and

WHEREAS, Lillie was recruited in 1999 to help organize the National Coalition of 100 Black Women, Southern New Jersey interest group. In 2001, the group was chartered, electing Lillie as their Vice President and a member of the Board of Directors. Lillie was heavily invested in the mission and goals of the organization and continued to grow in progressive leadership becoming a two-term President, the Successive Chair of the Candace Women of Achievement and Vice President of Membership; and

WHEREAS, Lillie Wells, a Deptford, New Jersey resident enjoyed family life with husband, Nero Wells; and daughters, Tracy, Margo and Marlo, identical twins. Her girls were not only her daughters, but her best friends, who always made sure she maintained her "diva" status. Lillie's mantra will always be remembered as, "Today, Celebrate You!"; and

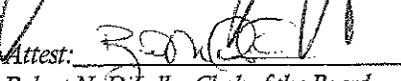
NOW, THEREFORE, BE IT PROCLAIMED, that I, Robert M. Damminger, as Director, and on behalf of the 2015 Gloucester County Board of Chosen Freeholders, Giuseppe (Joe) Chila, Lyman Barnes, Daniel Christy, Frank J. DiMarco, James B. Jefferson and Heather Simmons do hereby honor Lillie Wells on her dedication and commitment to the citizens of Gloucester County!

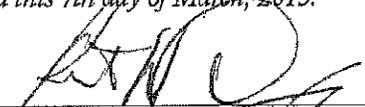
IN WITNESS WHEREOF, the Director and Clerk have caused these presents to be executed and the seal of the County of Gloucester to be affixed this 7th day of March, 2015.

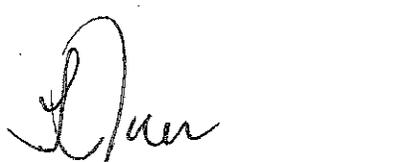

Giuseppe (Joe) Chila
Freeholder Deputy Director

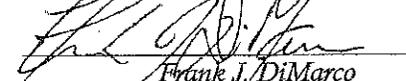

Daniel Christy
Freeholder

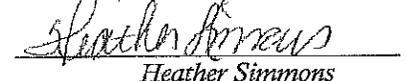

James B. Jefferson
Freeholder

Attest: 
Robert N. DiLella, Clerk of the Board


Robert M. Damminger
Freeholder Director


Lyman Barnes
Freeholder


Frank J. DiMarco
Freeholder


Heather Simmons
Freeholder

Gloucester County

P3

Board of Chosen Freeholders

Proclamation

RECOGNIZING

GLASSBORO SHOPRITE HUNGER FIGHTING HEROES

AS A WINNER OF THE SHOPRITE PARTNERS IN CARING CHEERIOS CONTEST

2015

WHEREAS, it is the desire of the Board of Chosen Freeholders to recognize Glassboro ShopRite for being a winning store in the annual ShopRite Partners in Caring Cheerios Contest and to recognize all of the "Hunger Fighting Heroes" who participated; and

WHEREAS, ShopRite associates across six states banded together in a friendly competition called the ShopRite Partners in Caring Cheerios Contest sponsored by ShopRite and General Mills. The theme of this year's contest was "Providing Hope to the Hungry" and in this spirit, ShopRite associates raised \$1.27 million to support regional food banks in communities served by ShopRite stores; and

WHEREAS, the Glassboro ShopRite store held a number of events from daily sales of soft pretzels, popcorn, ice cream and hot dogs to weekend sales of deli sandwiches. They auctioned items donated by other local merchants, hosted a "World's Largest Sausage" sandwich sale event, a "Cheerios Nascar Day" event, and held two softball games against another local ShopRite store. They raised funds through their annual "Welcome Back Rowan" event and by hosting "Partners in Caring Bag for Hunger" with the Glassboro Fire Department, Glassboro VFW Post 679 and the Rowan University Women's Basketball team-raising a total of \$11,683.97, which earned Glassboro ShopRite their winning rank; and

WHEREAS, each winning store was awarded with the selection of two associates to be featured on a special-edition Cheerios box sold exclusively at ShopRite. They were also awarded funds to be presented to their "Charity of Choice," and Glassboro ShopRite chose the Pitman Food Pantry at the First Baptist Church; and

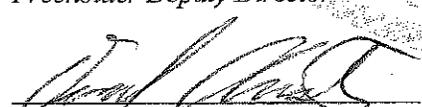
NOW, THEREFORE, BE IT PROCLAIMED, that I, Robert M. Damminger, as Director, and on behalf of the 2015 Gloucester County Board of Chosen Freeholders Giuseppe (Joe) Chila, Lyman Barnes, Daniel Christy, Frank J. DiMarco, James B. Jefferson and Heather Simmons do hereby recognize Glassboro ShopRite and their "Hunger Fighting Heroes" for their dedication and service to the community by raising awareness of hunger and for their efforts in helping those in need of food assistance.

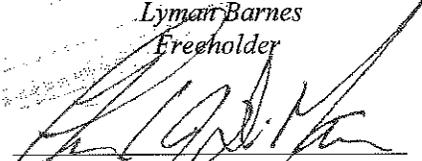
IN WITNESS WHEREOF, the Board of Chosen Freeholders have caused these presents to be executed and the seal of the County of Gloucester to be affixed this 20th day of March 2015.

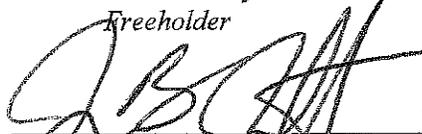

Robert M. Damminger
Freeholder Director


Giuseppe (Joe) Chila
Freeholder Deputy Director


Lyman Barnes
Freeholder


Daniel Christy
Freeholder

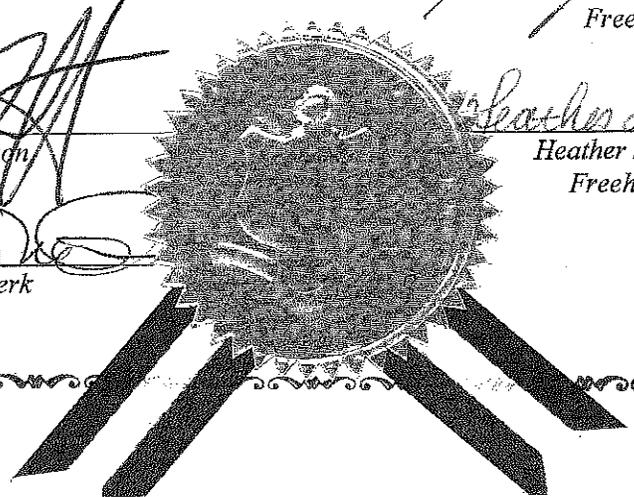

Frank J. DiMarco
Freeholder


James B. Jefferson
Freeholder


Heather Simmons
Freeholder

ATTEST:

Robert N. DiLella, Clerk



Introduction

ORDINANCE NO. _____

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 \$16,453,031 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 \$7,501,000; MAKING CERTAIN DETERMINATIONS AND COVENANTS; AND AUTHORIZING CERTAIN RELATED ACTIONS IN CONNECTION WITH THE FOREGOING

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

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

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

- (a) the estimated amount to be raised by the County from all sources for the purposes stated in Section 7 hereof is \$16,453,031;
- (b) the estimated amount of bonds or bond anticipation notes to be issued for the purposes stated in Section 7 hereof is \$7,501,000; and
- (c) a down payment in the amount of \$228,031 for the purposes stated in Section 7 hereof is currently available in accordance with the requirements of Section 11 of the Local Bond Law, *N.J.S.A. 40A:2-11*.

Section 3. The sum of \$7,501,000, to be raised by the issuance of bonds or bond anticipation notes, together with the sum of \$228,031, which amount represents the required down payment, together with state and federal grants in the amount of \$8,724,000, are hereby appropriated for the purposes stated in this bond ordinance ("Bond Ordinance").

Section 4. The issuance of negotiable bonds of the County in an amount not to exceed \$7,501,000 to finance the costs of the purposes described in Section 7 hereof is hereby authorized. Said bonds shall be sold in accordance with the requirements of the Local Bond Law.

Section 5. In order to temporarily finance the purposes described in Section 7 hereof, the issuance of bond anticipation notes of the County in an amount not to exceed \$7,501,000 is hereby authorized. Pursuant to the Local Bond Law, the County Treasurer is hereby authorized to sell part or all of the bond anticipation notes from time to time at public or private sale and to deliver the same to the purchasers thereof upon receipt of payment of the purchase price plus accrued interest from their date to delivery thereof. The County Treasurer is hereby directed to report in writing to the Board of Chosen Freeholders at the meeting next succeeding the date when any sale or delivery of the bond anticipation notes pursuant to this Bond Ordinance is made. Such report must include the amount, the description, the interest rate and the maturity schedule of the bond anticipation notes sold, the price obtained and the name of the purchaser.

Section 6. The amount of the proceeds of the obligations authorized by this Bond Ordinance which may be used for the payment of interest on such obligations, accounting, engineering, legal fees and other items as provided in Section 20 of the Local Bond Law, *N.J.S.A. 40A:2-20*, shall not exceed the sum of \$3,290,000.

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

	<u>Purpose/Improvement</u>	<u>Estimated Total Cost</u>	<u>Down Payment</u>	<u>Grants</u>	<u>Amount of Obligations</u>	<u>Period of Usefulness</u>
A.	Reconstruction and/or Renovation to various Gloucester County College Buildings, together with the acquisition of all materials and equipment and completion of all work necessary therefor or related thereto, all as more particularly described in the records on file in the office of the Superintendent of Buildings and Grounds	\$3,200,000	\$0	\$0	\$3,200,000	20 years
B.	Reconstruction and/or Renovation to various County Parks, together with the acquisition of all materials and equipment and completion of all work necessary therefor or related thereto, all as more particularly described in the records on file in the office of the Director of Parks and Recreation	65,000	3,500	0	61,500	15 years
C.	Reconstruction and/or Renovation to various County Buildings, together with the acquisition of all materials and equipment and completion of all work necessary therefor or related thereto, all as more particularly described in the records on file in the office of the Director of Buildings and Grounds	845,131	42,631	0	802,500	15 years
D.	Construction, Reconstruction and/or Repair to various County Roadways, together with the acquisition of all materials and equipment and completion of all work necessary therefor or related thereto, all as more particularly described in the records on file in the office of the Public Works Director	\$8,930,000	\$76,500	\$7,400,000	\$1,453,500	10 years
E.	Construction, Reconstruction and/or Repair of various Intersections in the County, together with the acquisition of all materials and equipment and completion of all work necessary therefor or related thereto, all as more particularly described in the records on file in the office of the Public Works Director	1,124,000	5,000	1,024,000	95,000	10 years
F.	Construction, Reconstruction and/or Repair of various Guide Rails in the County, together with the acquisition of all materials and equipment and completion of all work necessary therefor or related thereto, all as more particularly described in the records on file in the office of the Public Works Director	300,000	0	300,000	0	20 years
G.	Acquisition of Computer and Phone Equipment, together with the acquisition of all materials and equipment and completion of all work necessary therefore or related thereto, all as more particularly described in the records on file in the office of the Director of Information Technology	392,900	19,900	0	373,000	5 years

	<u>Purpose/Improvement</u>	<u>Estimated Total Cost</u>	<u>Down Payment</u>	<u>Grants</u>	<u>Amount of Obligations</u>	<u>Period of Usefulness</u>
H.	Acquisition of Communications Systems and Equipment, together with the acquisition of all material and equipment and completion of all work necessary therefor or related thereto, all as more particularly described in the records on file in the office of the Director of Emergency Response	980,000	49,000	0	931,000	7 years
I.	Acquisition of Emergency Medical Services Equipment, together with the acquisition of all material and equipment and completion of all work necessary therefor or related thereto, all as more particularly described in the records on file in the office of the Director of Emergency Response	250,000	13,000	0	237,000	5 years
J.	Acquisition of Heavy Equipment, together with the acquisition of all materials and equipment and completion of all work necessary therefore or related thereto, all as more particularly described in the records on file in the office of the Public Works Director	366,000	18,500	0	347,500	15 years
TOTAL		\$16,453,031	\$228,031	\$8,724,000	\$7,501,000	

Section 8. The average period of useful life of the several purposes for the financing of which this Bond Ordinance authorizes the issuance of bonds or bond anticipation notes authorized for said several purposes, is not less than 14.295 years.

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

Section 10. The supplemental debt statement provided for in Section 10 of the Local Bond Law, *N.J.S.A. 40A:2-10*, was duly filed in the office of the Clerk of the Board of Chosen Freeholders prior to the passage of this Bond Ordinance on first reading and a complete executed duplicate original thereof has been filed in the Office of the Director of the Division of Local Government Services in the Department of Community Affairs of the State of New Jersey. The supplemental debt statement shows that the gross debt of the County, as defined in Section 43 of the Local Bond Law, *N.J.S.A. 40A:2-43*, is increased by this Bond Ordinance by \$7,501,000 and that the obligations authorized by this Bond Ordinance will be within all debt limitations prescribed by said Local Bond Law.

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

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

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

Section 14. The County hereby covenants as follows:

- (a) it shall take all actions necessary to ensure that the interest paid on the bonds or bond anticipation notes authorized by this Bond Ordinance is exempt from the gross income of the

owners thereof for federal income taxation purposes, and will not become a specific item of tax preference pursuant to Section 57(a)(5) of the Code;

- (b) it will not make any use of the proceeds of the bonds or bond anticipation notes or do or suffer any other action that would cause the bonds or bond anticipation notes to be "arbitrage bonds" as such term is defined in Section 148(a) of the Code and the Regulations promulgated thereunder;
- (c) it shall calculate or cause to be calculated and pay, when due, the rebatable arbitrage with respect to the "gross proceeds" (as such term is used in Section 148(f) of the Code) of the bonds or bond anticipation notes;
- (d) it shall timely file with the Internal Revenue Service, such information report or reports as may be required by Sections 148(f) and 149(e) of the Code; and
- (e) it shall take no action that would cause the bonds or bond anticipation notes to be "federally guaranteed" within the meaning of Section 149(b) of the Code.

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

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

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

Date of Introduction: March 18, 2015

Date of Final Adoption: April 15, 2015



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

Notice of Pending Bond Ordinance and Summary.

The bond ordinance, the summary terms of which are included herein, was introduced and passed upon first reading at a meeting of the Board of Chosen Freeholders of the County of Gloucester, State of New Jersey, on March 18, 2015. It will be further considered for final passage, after public hearing thereon, at a meeting of the Board of Chosen Freeholders of the County of Gloucester to be held at the Old Court House, 1 N. Broad Street, Woodbury, New Jersey, on April 15, 2015 at 7:00 p.m. During the week prior to and up to and including the date of such meeting copies of the full ordinance will be available at no cost and during regular business hours, at the County Clerk's office for the members of the general public who shall request the same. The summary of the terms of such bond ordinance follows:

Title: **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 \$16,453,031 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 \$7,501,000; MAKING CERTAIN DETERMINATIONS AND COVENANTS; AND AUTHORIZING CERTAIN RELATED ACTIONS IN CONNECTION WITH THE FOREGOING**

	<u>Purpose/Improvement</u>	<u>Estimated Total Cost</u>	<u>Down Payment</u>	<u>Grants</u>	<u>Amount of Obligations</u>	<u>Period of Usefulness</u>
A.	Reconstruction and/or Renovation to various Gloucester County College Buildings, together with the acquisition of all materials and equipment and completion of all work necessary therefor or related thereto, all as more particularly described in the records on file in the office of the Superintendent of Buildings and Grounds	\$3,200,000	\$0	\$0	\$3,200,000	20 years
B.	Reconstruction and/or Renovation to various County Parks, together with the acquisition of all materials and equipment and completion of all work necessary therefor or related thereto, all as more particularly described in the records on file in the office of the Director of Parks and Recreation	65,000	3,500	0	61,500	15 years
C.	Reconstruction and/or Renovation to various County Buildings, together with the acquisition of all materials and equipment and completion of all work necessary therefor or related thereto, all as more particularly described in the records on file in the office of the Director of Buildings and Grounds	845,131	42,631	0	802,500	15 years
D.	Construction, Reconstruction and/or Repair to various County Roadways, together with the acquisition of all materials and equipment and completion of all work necessary therefor or related thereto, all as more particularly described in the records on file in the office of the Public Works Director	8,930,000	76,500	7,400,000	1,453,500	10 years
E.	Construction, Reconstruction and/or Repair of various Intersections in the County, together with the acquisition of all materials and equipment and completion of all work necessary therefor or related thereto, all as more particularly described in the records on file in the office of the Public Works Director	1,124,000	5,000	1,024,000	95,000	10 years

	<u>Purpose/Improvement</u>	<u>Estimated Total Cost</u>	<u>Down Payment</u>	<u>Grants</u>	<u>Amount of Obligations</u>	<u>Period of Usefulness</u>
F.	Construction, Reconstruction and/or Repair of various Guide Rails in the County, together with the acquisition of all materials and equipment and completion of all work necessary therefor or related thereto, all as more particularly described in the records on file in the office of the Public Works Director	300,000	0	300,000	0	20 years
G.	Acquisition of Computer and Phone Equipment, together with the acquisition of all materials and equipment and completion of all work necessary therefore or related thereto, all as more particularly described in the records on file in the office of the Director of Information Technology	392,900	19,900	0	373,000	5 years
H.	Acquisition of Communications Systems and Equipment, together with the acquisition of all material and equipment and completion of all work necessary therefor or related thereto, all as more particularly described in the records on file in the office of the Director of Emergency Response	980,000	49,000	0	931,000	7 years
I.	Acquisition of Emergency Medical Services Equipment, together with the acquisition of all material and equipment and completion of all work necessary therefor or related thereto, all as more particularly described in the records on file in the office of the Director of Emergency Response	250,000	13,000	0	237,000	5 years
J.	Acquisition of Heavy Equipment, together with the acquisition of all materials and equipment and completion of all work necessary therefore or related thereto, all as more particularly described in the records on file in the office of the Public Works Director	366,000	18,500	0	347,500	15 years
	TOTAL	\$16,453,031	\$228,031	\$8,724,000	\$7,501,000	

Appropriation: \$16,453,031
Bonds/Notes Authorized: \$7,501,000
Grants (if any) Appropriated: \$8,724,000
Section 20 Costs: \$3,290,000
Useful Life: 14.295 years

**ROBERT N. DILELLA, Clerk of the Board of
Chosen Freeholders**

This Notice is published pursuant to *N.J.S.A.* 40A:2-17.

Bond Ordinance Statements and Summary

The bond ordinance, the summary terms of which are included herein, has been finally adopted by the Board of Chosen Freeholders of the County of Gloucester, State of New Jersey on April 15, 2015 and the twenty (20) day period of limitation within which a suit, action or proceeding questioning the validity of such ordinance can be commenced, as provided in the Local Bond Law, has begun to run from the date of the first publication of this statement. Copies of the full ordinance are available at no cost and during regular business hours, at the County Clerk's office for members of the general public who request the same. The summary of the terms of such bond ordinance follows:

Title: **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 \$16,453,031 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 \$7,501,000; MAKING CERTAIN DETERMINATIONS AND COVENANTS; AND AUTHORIZING CERTAIN RELATED ACTIONS IN CONNECTION WITH THE FOREGOING**

	<u>Purpose/Improvement</u>	<u>Estimated Total Cost</u>	<u>Down Payment</u>	<u>Grants</u>	<u>Amount of Obligations</u>	<u>Period of Usefulness</u>
A.	Reconstruction and/or Renovation to various Gloucester County College Buildings, together with the acquisition of all materials and equipment and completion of all work necessary therefor or related thereto, all as more particularly described in the records on file in the office of the Superintendent of Buildings and Grounds	\$3,200,000	\$0	\$0	\$3,200,000	20 years
B.	Reconstruction and/or Renovation to various County Parks, together with the acquisition of all materials and equipment and completion of all work necessary therefor or related thereto, all as more particularly described in the records on file in the office of the Director of Parks and Recreation	65,000	3,500	0	61,500	15 years
C.	Reconstruction and/or Renovation to various County Buildings, together with the acquisition of all materials and equipment and completion of all work necessary therefor or related thereto, all as more particularly described in the records on file in the office of the Director of Buildings and Grounds	845,131	42,631	0	802,500	15 years
D.	Construction, Reconstruction and/or Repair to various County Roadways, together with the acquisition of all materials and equipment and completion of all work necessary therefor or related thereto, all as more particularly described in the records on file in the office of the Public Works Director	8,930,000	76,500	7,400,000	1,453,500	10 years
E.	Construction, Reconstruction and/or Repair of various Intersections in the County, together with the acquisition of all materials and equipment and completion of all work necessary therefor or related thereto, all as more particularly described in the records on file in the office of the Public Works Director	1,124,000	5,000	1,024,000	95,000	10 years

	<u>Purpose/Improvement</u>	<u>Estimated Total Cost</u>	<u>Down Payment</u>	<u>Grants</u>	<u>Amount of Obligations</u>	<u>Period of Usefulness</u>
F.	Construction, Reconstruction and/or Repair of various Guide Rails in the County, together with the acquisition of all materials and equipment and completion of all work necessary therefor or related thereto, all as more particularly described in the records on file in the office of the Public Works Director	300,000	0	300,000	0	20 years
G.	Acquisition of Computer and Phone Equipment, together with the acquisition of all materials and equipment and completion of all work necessary therefore or related thereto, all as more particularly described in the records on file in the office of the Director of Information Technology	392,900	19,900	0	373,000	5 years
H.	Acquisition of Communications Systems and Equipment, together with the acquisition of all material and equipment and completion of all work necessary therefor or related thereto, all as more particularly described in the records on file in the office of the Director of Emergency Response	980,000	49,000	0	931,000	7 years
I.	Acquisition of Emergency Medical Services Equipment, together with the acquisition of all material and equipment and completion of all work necessary therefor or related thereto, all as more particularly described in the records on file in the office of the Director of Emergency Response	250,000	13,000	0	237,000	5 years
J.	Acquisition of Heavy Equipment, together with the acquisition of all materials and equipment and completion of all work necessary therefore or related thereto, all as more particularly described in the records on file in the office of the Public Works Director	366,000	18,500	0	347,500	15 years
	TOTAL	\$16,453,031	\$228,031	\$8,724,000	\$7,501,000	

Appropriation: \$16,453,031
Bonds/Notes Authorized: \$7,501,000
Grants (if any) Appropriated: \$8,724,000
Section 20 Costs: \$3,290,000
Useful Life: 14.295 years

**ROBERT N. DILELLA, Clerk of the Board of
Chosen Freeholders**

This Notice is published pursuant to *N.J.S.A.* 40A:2-17.

Public Hearing

COUNTY OF GLOUCESTER, NEW JERSEY

ORDINANCE NO. _____

AN ORDINANCE OF THE BOARD OF CHOSEN FREEHOLDERS OF THE COUNTY OF GLOUCESTER, NEW JERSEY, AUTHORIZING THE GUARANTY BY THE COUNTY OF THE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON THE COUNTY GUARANTEED LOAN REVENUE REFUNDING BONDS (COUNTY CAPITAL PROGRAM), SERIES 2015, TO BE ISSUED BY THE GLOUCESTER COUNTY IMPROVEMENT AUTHORITY IN ONE OR MORE SERIES IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$80,000,000 FOR THE PURPOSE OF PROVIDING ADDITIONAL SECURITY FOR THE PAYMENT OF SAID BONDS; AND DETERMINING CERTAIN MATTERS IN CONNECTION THEREWITH

BACKGROUND

WHEREAS, The Gloucester County Improvement Authority ("Authority") has been duly created by resolution of the Board of Chosen Freeholders ("Board") of the County of Gloucester, New Jersey ("County") as a public body corporate and politic of the State of New Jersey ("State") pursuant to and in accordance with the County Improvement Authorities Law, constituting Chapter 183 of the Pamphlet Laws of 1960 of the State (N.J.S.A. 40:37A-44 et seq.), and the acts amendatory thereof and supplemental thereto ("Act"); and

WHEREAS, the Authority is authorized by law, specifically Section 11 of the Act (N.J.S.A. 40:37A-54(a)), to provide within the County "public facilities" (as defined in the Act) for use by the State, the County or any municipality within the County, or any two or more of any subdivisions, departments, agencies or instrumentalities of any of the foregoing for any of their respective governmental purposes; and

WHEREAS, the Authority is authorized by law, specifically Section 12 of the Act (N.J.S.A. 40:37A-55(h)), to extend credit or make loans to any governmental unit or person for the planning, design, acquisition, construction, equipping and furnishing of a public facility, upon the terms and conditions that the loans be secured by loan and security agreements, mortgages, leases and other instruments, the payments on which shall be sufficient to pay the principal of and interest on any bonds issued for such purposes by the Authority, and upon such other terms and conditions as the Authority shall deem reasonable; and

WHEREAS, on May 5, 2008, in accordance with the provisions of the Act, the Authority issued its County Guaranteed Loan Revenue Bonds (County Capital Program), Series 2008 in an aggregate principal amount of \$86,650,000 ("2008 Bonds"), the proceeds of which were used to fund a capital improvement program consisting of: (i) the final phase of the County Justice Complex expansion consisting of construction, furnishing and equipping of an approximately 130,000 square foot addition to the existing County Justice Complex, renovation of the existing County Justice Complex, utility and site improvements, and construction of a 350-space parking garage (with retail space on the first floor); (ii) additional site remediation and utility and other site improvements for the County recreational facilities located in the Township of Logan, in the County; and (iii) the completion of such other improvements and work and acquisition of equipment and materials as may be necessary or appropriate for the completion of the capital improvements described above, all as more particularly described in the documentation prepared in respect thereof and on file and available for inspection in the offices of the County Administrator and the Secretary of the Authority; and

WHEREAS, the Authority has determined to advance refund the callable 2008 Bonds maturing serially on April 1 in each of the years 2019 through 2023, both dates inclusive and the term bonds maturing in the years 2028, 2033 and 2038 (collectively, the "2015 Refunding Project"), subject to the realization of sufficient present value savings and upon thirty (30) days prior

written notice, through the issuance by the Authority of its County Guaranteed Loan Revenue Refunding Bonds (County Capital Program), Series 2015 ("2015 Bonds"), in an aggregate principal amount not exceeding \$80,000,000; and

WHEREAS, in order to induce the prospective purchasers of the 2015 Bonds to purchase the 2015 Bonds, the 2015 Bonds shall be secured by a guaranty by the County, pursuant to the terms and provisions hereof, of the payment, when due, of the principal of and interest on not more than \$80,000,000 of the total aggregate principal amount of the 2015 Bonds, all pursuant to and as authorized by Section 37 ("Section 37") of the Act (*N.J.S.A. 40:37A-80*) ("County Guaranty").

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF CHOSEN FREEHOLDERS OF THE COUNTY OF GLOUCESTER, NEW JERSEY (NOT LESS THAN TWO THIRDS OF ALL THE MEMBERS THEREOF AFFIRMATIVELY CONCURRING), AS FOLLOWS:

Section 1. This Guaranty Ordinance shall be adopted by the Board of the County in the manner provided for the adoption of a bond ordinance as provided in the Local Bond Law, constituting Chapter 169 of the Pamphlet Laws of 1960 of the State (*N.J.S.A. 40A:2-1 et seq.*), and the acts amendatory thereof and supplemental thereto ("Local Bond Law").

Section 2. Pursuant to and in accordance with the terms of the Act, and specifically Section 37 thereof, the County is hereby authorized to, and hereby shall unconditionally and irrevocably guaranty the punctual payment, when due, of the principal of and interest on the 2015 Bonds in a total aggregate principal amount not to exceed \$80,000,000, which 2015 Bonds are to be issued for the purpose of financing the costs of the 2015 Refunding Project as defined and further described in the preambles hereof, such 2015 Bonds to be issued in one or more series, to be dated, to be in such form, to mature, to bear such rate or rates of interest and to be otherwise as provided or established in the resolution or resolutions of the Authority authorizing the issuance of the 2015 Bonds and consistent with the provisions of the Act. Any 2015 Bonds, which are no longer considered outstanding under the resolution of the Authority authorizing the issuance of the 2015 Bonds, shall not be considered outstanding for the purpose of this Guaranty Ordinance. The full faith and credit of the County are hereby pledged for the full and punctual performance of its payment obligations under this Guaranty Ordinance.

Section 3. Upon the endorsement of the 2015 Bonds referred to in Section 4, below, the County shall be unconditionally and irrevocably obligated to pay, when due, the principal of and interest on the 2015 Bonds in the same manner and to the same extent as in the case of bonds issued by the County and, accordingly, the County shall be unconditionally and irrevocably obligated to levy *ad valorem* taxes upon all of the taxable property within the County for the payment thereof without limitation as to rate or amount when required pursuant to the provisions of this Guaranty Ordinance and applicable law. The unconditional and irrevocable guaranty of the County, effected hereby, to pay the principal of and interest on the 2015 Bonds, when due, in accordance with the terms hereof, shall not be abrogated for any reason including, without limitation, the expiration of that certain Loan and Security Agreement, dated as of May 1, 2008, entered into by and between the Authority and the County in connection with the issuance of the 2008 Bonds, as amended by that certain amendment to the Loan and Security Agreement, to be dated as of the date of issuance of the 2015 Bonds, entered into by and between the County and the Authority in connection with the issuance of the 2015 Bonds.

Section 4. The Freeholder-Director of the County is hereby authorized and directed to execute on each Series of the 2015 Bonds, by manual or facsimile signature, language evidencing such guaranty by the County of the punctual payment, when due, of the principal of and interest thereon. The Guaranty shall be in substantially the following form:

GUARANTY OF THE COUNTY OF GLOUCESTER IN THE STATE OF NEW JERSEY

The payment of the principal of and interest on the within Refunding Bond is hereby **FULLY, UNCONDITIONALLY AND IRREVOCABLY GUARANTEED** by the County of Gloucester in the State of New Jersey ("County"), and the County is unconditionally and irrevocably liable for the payment, when due, of the principal of and interest on this Refunding Bond.

IN WITNESS WHEREOF, the County of Gloucester in the State of New Jersey has caused this Guaranty to be executed by the manual or facsimile signature of its Freeholder-Director.

COUNTY OF GLOUCESTER IN THE STATE OF
NEW JERSEY

By: _____
ROBERT M. DAMMINGER, Freeholder Director

Section 5. It is hereby found, determined and declared by the Board that:

(a) This Guaranty Ordinance may be adopted notwithstanding any statutory debt or other limitations, including particularly any limitation or requirement under or pursuant to the Local Bond Law, but the aggregate principal amount of the 2015 Bonds outstanding at any time which shall be entitled to the benefits of the guaranty pursuant to this Guaranty Ordinance, being an amount not to exceed \$80,000,000, shall, after the issuance of such 2015 Bonds, be included in the gross debt of the County for the purpose of determining the indebtedness of the County under or pursuant to the Local Bond Law.

(b) The principal amount of the 2015 Bonds entitled to the benefits of this Guaranty Ordinance and included in the gross debt of the County shall be deducted and is hereby declared to be and to constitute a deduction from such gross debt under and for all the purposes of the Local Bond Law: (i) from and after the time of issuance of the 2015 Bonds until the end of the fiscal year beginning next after the completion of the 2015 Refunding Project; and (ii) in any annual debt statement filed pursuant to the Local Bond Law as of the end of said fiscal year or any subsequent fiscal year if the revenues or other receipts or money of the County in such year relative to the 2015 Refunding Project are sufficient to pay its expenses of operation and maintenance in such year and all amounts payable in such year on account of the principal of and interest on all such guaranteed 2015 Bonds issued to finance the costs of the 2015 Refunding Project or as otherwise provided by law.

Section 6. The following matters are hereby determined, declared, recited and stated:

(a) The maximum principal amount of 2015 Bonds which are hereby and hereunder guaranteed as to the punctual payment, when due, of the principal thereof and interest thereon is, and the maximum estimated cost of the 2015 Refunding Project to be financed in accordance with the transaction contemplated hereby is, \$80,000,000.

(b) The purposes described in this Guaranty Ordinance are not current expenses of the County and no part of the costs thereof have been or shall be assessed on property specially benefited thereby.

(c) A supplemental debt statement of the County has been duly made and filed in the office of the Clerk of the Board of the County, and a complete executed duplicate thereof has been filed in the office of the Director of the Division of Local Government Services in the Department of Community Affairs of the State, and such debt statement shows that while the gross debt of the County, as defined in the Local Bond Law, is increased by this Guaranty Ordinance by \$80,000,000 in accordance with the provisions of the Act, the net debt of the County is not increased, and the obligation of the County authorized by or incurred pursuant to the terms of this Guaranty Ordinance is permitted by an exception to the debt limitations of the Local Bond Law, which exception is contained in the Act.

(d) All other items to be contained in a bond ordinance adopted pursuant to the Local Bond Law are hereby determined to be inapplicable to the Guaranty of the 2015 Bonds.

Section 7. All ordinances, or parts thereof, inconsistent herewith are hereby rescinded and repealed to the extent of any such inconsistency.

Section 8. This Guaranty Ordinance shall take effect at the time and in the manner provided by the Local Bond Law; provided, however, that in no event shall this Guaranty

Ordinance become effective until such date as the Local Finance Board in the Division of Local Government Services in the State Department of Community Affairs shall render findings in connection with the matters set forth herein, in satisfaction of the provisions of *N.J.S.A. 40A:5A-7*.

Date of Introduction: February 18, 2015

Date of Final Adoption: March 18, 2015



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

Statement to be Published With Guaranty Ordinance After Introduction.

Public notice is hereby given that the foregoing Guaranty Ordinance was introduced and passed on first reading at the meeting of the Board of Chosen Freeholders of the County of Gloucester, New Jersey held on February 18, 2015. Further notice is given that said Guaranty Ordinance will be considered for final passage and adoption, after a public hearing thereon, at a meeting of the Board of Chosen Freeholders of the County of Gloucester, New Jersey to be held at the County Administration Building, Broad and Delaware Streets, Woodbury, New Jersey, on March 18, 2015 at 7:00 p.m. During the week prior to and up to and including the date of said meeting, copies of said Guaranty Ordinance will be made available at the Office of the Clerk of the Board in the Gloucester County Administration Building for members of the general public who request the same.

ROBERT N. DILELLA, Clerk of the Board
of Chosen Freeholders of the County of
Gloucester, New Jersey

Statement to be Published With Guaranty Ordinance After Final Adoption.

STATEMENT

The Guaranty Ordinance published herewith has been finally adopted on March 18, 2015 and the twenty (20) day period of limitation within which a suit, action or proceeding questioning the validity of such ordinance can be commenced, as provided in the Local Bond Law, has begun to run from the date of the first publication of this statement.

ROBERT N. DILELLA, Clerk of the Board
of Chosen Freeholders of the County of
Gloucester, New Jersey

A-7

RESOLUTION AUTHORIZING A CLOSED SESSION TO DISCUSS THE STATUS OF AND POSSIBLE SETTLEMENT OF WORKERS' COMPENSATION CLAIMS CAPTIONED WILLIAM BREWER V. GLOUCESTER COUNTY, C.P. NO. 2010-6744 AND BARBARA ROSS V. GLOUCESTER COUNTY, C.P. NO. 2010-32659

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 March 18, 2015.
2. The general nature of the subjects to be discussed at said closed meeting shall be the status of and possible settlement of the Workers' Compensations claims, and the litigation matters as entitled above.
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, March 18, 2015 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

A-2

**RESOLUTION AUTHORIZING 2014 APPROPRIATION
RESERVE BUDGET TRANSFERS**

WHEREAS, the County Treasurer has recommended the following 2014 appropriation reserve budget transfers in the total amount of \$90,000.00, as more particularly set forth herein; and

WHEREAS, the proposed 2014 appropriation reserve budget transfers have been reviewed by the County Administrator, and County Treasurer, who have given their approval of same; and

WHEREAS, said transfers are in accordance with the provisions of Title 40A of the revised statutes of the State of New Jersey, specifically N.J.S.A. 40A:4-58 and N.J.S.A. 5-59.

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

1. The Board of Chosen Freeholders of the County of Gloucester hereby authorizes the following 2014 appropriation reserve budget transfers:

TRANSFER FROM

Prosecutor's Office – S&W	60,000.00
Veterans Affairs – S&W	<u>30,000.00</u>
	\$ 90,000.00

TRANSFER TO

Corrections – OE	\$ 90,000.00
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2. A true copy of this Resolution shall be forwarded to the County Administrator and the County Treasurer.

ADOPTED at a meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, March 18, 2015 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

A.3

**RESOLUTION AUTHORIZING APPROVAL OF THE
BILL LISTS FOR THE MONTH OF MARCH 2015**

WHEREAS, the Board of Chosen Freeholders of the County of Gloucester has received and reviewed the Bill List for the County as prepared, reviewed and approved by the County Treasurer for the monthly period ending March 13, 2015; and

WHEREAS, the County Treasurer has received and reviewed the Bill List for the Division of Social Services, including daily payments made by the Division and Administrative payments to be issued, which List has been reviewed and approved by the Division of Social Services Finance Officer, the Division of Social Services Director and the County Treasurer, for the monthly period ending March 13, 2015.

NOW, THEREFORE, BE IT RESOLVED that the County's Bill List for the period ending March 13, 2015, as prepared, reviewed and approved by the County Treasurer is hereby approved by the Gloucester County Board of Chosen Freeholders, and said Treasurer is authorized to render payment to each vendor appearing on said list; and

BE IT FURTHER RESOLVED that the Division of Social Services' Bill List for the period ending March 13, 2015, as prepared, reviewed and approved by the Social Services Finance Officer, the Social Services Director and the County Treasurer, which List includes ratification of prior emergency payments made, is hereby approved and said Treasurer is authorized to render payment to each vendor appearing on said list.

ADOPTED at a meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, March 18, 2015 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

A-4

**RESOLUTION APPOINTING A MEMBER TO THE GLOUCESTER
COUNTY CONSTRUCTION BOARD OF APPEALS**

WHEREAS, the Gloucester County Construction Board of Appeals was established by the Board of Chosen Freeholders to hear and decide appeals pursuant to N.J.A.C. 5:23A-1.1 et. seq., from decisions of the enforcing agency and to exercise and perform such other powers and duties as are or shall be prescribed by law, regulation or ordinance; and

WHEREAS, there exists a current need to appoint a member to the Gloucester County Construction Board of Appeals; and

WHEREAS, funds are available for this purpose.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that the following appointment is made subject to and contingent upon strict compliance by the Appointee with all applicable State and County financial/ethical disclosure laws, rules, regulations and requirements:

1. **PHILIP M. ZIMM, SR.**, to fill an unexpired term effective immediately and terminating March 20, 2017.

ADOPTED at the regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, March 18, 2015, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

A4

PHILIP M. ZIMM, SR.

[Redacted]
[Redacted]
[Redacted]

EDUCATION:

Continuing Education:

Gloucester County College
Mercer County College
Burlington County College
Atlantic County College

West Deptford High School - Class of 1974
Crown Point Road
Westville, N.J. 08093

EMPLOYMENT:

Borough of Paulsboro
1211 Delaware Street
Paulsboro, NJ 08066
February 1, 1993 to June 30, 2014

Construction Official, Building Subcode Official
Fire Subcode Official, Plumbing Subcode Official

Greenwich Township
Broad & Walnut Streets
Gibbstown, NJ 08027
January 1, 1992 to June 30, 2014

Construction Official, Plumbing Subcode Official
Building Subcode

West Deptford Township
Grove Ave. & Crown Point Rd.
Thorofare, NJ 08086
August, 1988 to June 30, 2014

Construction Official, Fire Subcode Official/Plumbing Subcode
Official

Borough of National Park
6 South Grove Avenue
National Park, NJ 08063
March, 2008 to December 31, 2013

Plumbing Subcode Inspector

PHILIP M. ZIMM, SR.

Logan Township
P.O. Box 314
Bridgeport, NJ 08014-0314
January, 1996 to 2006

Building Subcode Official

Woolwich Township
Woodstown Road
Swedesboro, N.J.
January, 1998 to 2004

Plumbing Subcode Official

Construction Board of Appeals
County of Gloucester
Woodbury, NJ
1996-June 30, 2014

Board Member

REFERENCES:

Furnished Upon Request

A 5

RESOLUTION AUTHORIZING A SHARED SERVICES AGREEMENT WITH THE COUNTY OF CAMDEN FOR REGIONALIZED JUVENILE DETENTION FROM APRIL 1, 2015 TO MARCH 31, 2018 IN AN AMOUNT NOT TO EXCEED \$500,000.00

WHEREAS, the Gloucester County recognizes the essential purpose of promoting public safety while providing the best care and conditions for the youth that enter the juvenile court system; and

WHEREAS, in accordance therewith, Gloucester County has previously entered into a Shared Services Agreement with Camden County, whereby Camden County is housing Gloucester County's juvenile detainees and offenders at the Camden County Youth Center, which agreement commenced on April 1, 2012 and concludes on March 31, 2015; and

WHEREAS, the County of Camden Youth Center is a state of the art facility providing significant in-house support services, including several education rooms, an art program, a nursing hall, an intake area, an isolation area, recreation areas, a dining hall and other amenities; and

WHEREAS, providing for the detaining of Gloucester County juveniles in the Camden County Youth Center has resulted in a more economical operation of the Camden County Youth Center by Camden County and significant cost savings to the County of Gloucester, through the sharing of the facility and juvenile detention staff and the payment of reasonable fees for the juveniles detained; and

WHEREAS, the parties accordingly desire to enter into a Shared Services Agreement for the period commencing April 1, 2015 and concluding March 31, 2018; and

WHEREAS, the Shared Services Agreement will be open ended, with Camden County obligated to accept Gloucester County juveniles at a per diem rate no greater than \$275.00 per day in an amount not to exceed \$500,000.00; and

WHEREAS, because the Agreement is open ended, no Certificate of Availability of Funds is required at this time.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the Director be and is hereby authorized to execute and the Clerk of the Board be and is hereby authorized to attest to a Shared Services Agreement between the County of Gloucester and the County of Camden for regionalized juvenile detention from April 1, 2015 to March 31, 2018, in an amount not to exceed \$500,000.00; 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; and

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

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, March 18, 2015, at Woodbury, New Jersey



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

AS

SHARED SERVICES AGREEMENT

by and between the

COUNTY OF GLOUCESTER, NEW JERSEY

and

COUNTY OF CAMDEN, NEW JERSEY

FOR THE PROVISION OF JUVENILE DETENTION FACILITIES

Dated: April 1, 2015

Prepared by: Matthew P. Lyons,
Gloucester County Counsel

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SHARED SERVICES AGREEMENT

THIS SHARED SERVICES AGREEMENT ("Shared Services Agreement"), dated this 1st day of April, 2015, by and between the County of Camden, a body politic and corporate of the State of New Jersey ("Camden"), and the County of Gloucester, a body politic and corporate of the State of New Jersey ("Gloucester").

RECITALS

1. The County of Gloucester ("Gloucester") is a body politic and corporate of the State of New Jersey with main offices located at Two S. Broad Street, Woodbury, New Jersey 08096;
2. The County of Camden ("Camden") is a body politic and corporate of the State of New Jersey with main offices located at 520 Market Street, Camden, New Jersey 08103;
3. Gloucester recognizes the essential purpose of promoting public safety while providing the best care and conditions for the youth that enter the juvenile court system;
4. The Camden juvenile facilities are located at the Camden County Youth Center, which is a state of the art facility providing significant in-house support services, including several education rooms, an art program, a nursing hall, an intake area, an isolation area, recreation areas, a dining hall and other amenities;
5. These services are a significant enhancement of the services which Gloucester can currently offer at its juvenile detention center; and
6. The Camden County facility has the capacity to house the juvenile detainee population that Gloucester County and Camden County typically provide;
7. Providing for the detaining of Gloucester County juveniles in the Camden County Youth Center will result in a more economical operation of the Camden County Youth Center by Camden County and significant cost savings to the County of Gloucester, through the sharing of the facility and juvenile detention staff and the payment of reasonable fees for the juveniles detained;
8. Participating in such regionalization will provide Gloucester County with an enhanced opportunity to become a part of the Juvenile Detention Alternative Initiative;

9. The reasonably close proximity of the Camden County Youth Center to the Gloucester County Seat and many other larger population centers in the County makes regionalization in these circumstances reasonable and efficient;
10. The support groups and volunteers currently working with Gloucester County juveniles will have access to the Camden County facility to provide the same services as they are currently providing at the Gloucester County facility;
11. N.J.S.A. 40A:65-1 et seq., specifically authorizes local government units, including counties and municipalities, to enter into shared services agreements.
12. In accordance with the above, Gloucester and Camden have previously entered into a Shared Services Agreement, whereby the Camden is housing Gloucester's juvenile detainees and offenders at the Camden County Youth Center, which agreement commenced on April 1, 2012 and concluded on March 31, 2015. Because of the mutual benefits of such Agreement, Gloucester and Camden hereby desire to extend that shared services arrangement by entering into the within Agreement, subject to the terms and conditions herein.

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

AGREEMENT

A. DESCRIPTION OF THE PROJECT AND THE SERVICES.

Consistent with the terms of this Agreement, Gloucester County shall transport to the Camden County Youth Center, and Camden County shall accept from Gloucester County, juveniles for secure care at the Camden County Youth Center, located in the Lakeland Campus, Blackwood, New Jersey, all in accordance with the rules and regulations for the maintenance and operation of such detention center. Acceptance of juveniles will be approved by the Camden County Youth Center staff when there is available bed space in the appropriate classification. Gloucester County agrees to immediately remove any juvenile(s) upon Camden County's cited classification, population, or other safety reason, which shall be solely determined by Camden County.

B. ESTIMATED COST.

Gloucester shall pay to Camden a per diem for each housed juvenile in an amount that shall be no more than Two hundred seventy five (\$275.00) dollars per day. The parties acknowledge a reasonable annual escalation is appropriate and further agree to negotiate any increase in the per diem amount by December 30 to take effect the following April 1, for each year this agreement is in effect.

C. MEDICAL TREATMENT.

Camden County shall cause to be provided to Gloucester County juveniles all ordinary medical treatment as part of the services provided pursuant to this contract.

Camden County shall also cause to be provided to Gloucester County juveniles necessary care from hospitals or emergency providers. Where medically reasonable, Camden County shall cause the service to be rendered by Underwood Memorial Hospital in Woodbury, New Jersey.

In the event that the treatment required is non-emergent in nature, then Camden County shall so notify Gloucester County and Gloucester County will have the option of designating the service provider.

In any event, Gloucester County shall be directly responsible for direct payment to emergency service providers of any and all costs associated with providing Gloucester County juveniles medical treatment at hospitals or with emergency providers with no intermediary role for Camden County.

Standard, ordinary, non-hospital, non-emergency care provided by Camden County to Gloucester County juveniles shall not be charged separately to Gloucester County.

Camden County shall notify the designated Gloucester County representative by phone of any occurrence of a medical emergency or other crisis situation (such as suicide attempt; escape or escape attempt; illness; or the like) involving a Gloucester County juvenile. Camden County shall thereafter provide a written report of the incident to the designated Gloucester County representative.

D. PROVISION OF NECESSARY INFORMATION.

Gloucester County shall furnish to Camden County, on such forms as Camden County may require, all information reasonably necessary for Camden County to admit and process the Gloucester County juvenile.

E. SERVICES.

Camden County will provide to all Gloucester County juveniles all services which it provides to Camden County juveniles detained in the Camden County Youth Center. Provision of electronic monitoring or other home detention programs for Gloucester County juveniles shall be the sole responsibility of Gloucester County.

In addition, Camden County agrees to permit Gloucester County volunteers to meet, subject to reasonable regulations of the Camden County Youth Center, the Gloucester County juveniles to pursue the services that such volunteers may make available to such juveniles.

A Gloucester County representative will be dedicated to the Gloucester County juvenile population in the Camden County Youth Center and will be on-site in the Center as needed. Gloucester County anticipates that this representative's presence at the Camden County Youth Center will be needed several times each week. Camden County has agreed to provide a working space for this individual at the Camden County Youth Center; Gloucester County will also provide a space for this individual within a Gloucester County building. Such Gloucester County liaison will coordinate the provision of services with the senior social worker at the Camden County Youth Center.

F. TRANSPORTATION.

All transportation needs of Gloucester County juveniles shall be provided by Gloucester County personnel including but not limited to transportation to and from all court proceedings and medical treatment except that in the event of a medical emergency Camden County shall provide such transportation and shall thereafter bill Gloucester County for said service. Additionally, Camden County shall bill Gloucester County for any additional costs for supervision incurred as a result of said emergency.

G. VISITATION.

Visitation with Gloucester County juveniles shall be permitted by the Camden County Youth Center in accordance with its rules and regulations governing visitation of juveniles in the Center.

H. DURATION OF AGREEMENT.

This Agreement shall be effective from April 1, 2015 to March 31, 2018. Thereafter, the parties agree that this Agreement may be renewed by mutual consent. Either party may terminate this agreement for any reason by providing 60 days written notice to the other party as follows: As to Gloucester County: Office of the Gloucester County Counsel, Two S. Broad Street, Woodbury, New Jersey, 08096. As to Camden County: Office of the Camden County Counsel, 520 Market St., 14th Floor, Camden, New Jersey 08102.

I. LIMITATION OF DELEGATION.

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

However, the parties acknowledge and agree that the County of Camden standing in loco parentis has the express authority to make all decisions related to the normal operations governing the care of the Gloucester County juveniles placed in its custody pursuant to this agreement and the County of Camden will use normal operational standards for these juveniles as they are apply to Camden County juveniles.

Neither Gloucester nor Camden intends by this Agreement to create any agency relationship other than that which may be specifically required by the Uniform Shared Services Agreement and Consolidation Act for the limited purpose of the provision of service by Gloucester pursuant to this Agreement.

J. INDEMNIFICATION.

Gloucester County shall defend, indemnify and hold harmless the County of Camden, its officers, agents and employees from any and all claims, suits, actions, damages or costs, of any nature whatsoever, whether for personal injury, property damage, or other liability, arising out of or in any way connected with Gloucester County's intentional or negligent acts or omissions in connection with this agreement.

Camden County shall defend, indemnify and hold harmless the County of Gloucester, its officers, agents and employees from any and all claims, suits, actions, damages or costs, of any nature whatsoever, whether for personal injury, property damage, or other liability, arising out of or in any way connected with Camden County's intentional or negligent acts or omissions in connection with this agreement.

K. COMPLIANCE WITH LAWS AND REGULATIONS.

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

L. INSURANCE.

At all times during the term of this Shared Services Agreement, Camden shall maintain or cause to be maintained with responsible insurers who are authorized to do business in the State of New Jersey, or in such other manner as may be required or permitted by law, law enforcement, all-risk and comprehensive general liability insurance with respect to the services to be performed pursuant to this Agreement and shall provide that Gloucester County be named as an additional insured. Camden County shall deliver to Gloucester County a certificate of such insurance prior to the commencement of services.

M. REMEDIES.

In the event of a controversy or dispute between the parties every effort will be made to resolve the controversy or dispute. Good faith attempts at resolution will include discussions between the two parties without the intervention of a third party.

N. NO ADDITIONAL WAIVER IMPLIED BY ONE WAIVER.

In the event that any agreement which is contained in this Shared 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.

O. NO PERSONAL LIABILITY.

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

P. EMPLOYMENT RECONCILIATION PLAN.

At the time of the inception of this agreement Gloucester County is not housing any juveniles in its own facilities. As such, pursuant to N.J.S.A. 40A:65-11, the parties acknowledge that an Employment Reconciliation Plan is not being included in this agreement because Gloucester County is not by this agreement contracting for another local unit to provide a service it is currently providing.

Q. PRISON RAPE ELIMINATION ACT (PREA).

1. 28 C.F.R. Part 115.112 – Contracting with our entities for the confinement of detainees.

(a) A law enforcement agency that contracts for the confinement of its lockup detainees in lockups operated by private agencies or other entities, including other governmental agencies, shall include in any new contract or contract renewal the entity's obligation to adopt and comply with the PREA standards.

2. 28 C.F.R. Part 115.113 – Supervision and monitoring.

(a) For each lockup, the agency shall develop and document a staffing plan that provides for adequate levels of staffing, and, where applicable, video monitoring, to protect detainees against sexual abuse. In calculating adequate staffing levels and determining the need for video monitoring, agencies shall take into consideration;

(1) The physical layout of each lockup;

(2) The composition of the detainee population;

(3) The prevalence of substantiated and unsubstantiated incidents of sexual abuse;

and

(4) Any other relevant factors.

(b) In circumstances where the staffing plan is not complied with, the lockup shall document and justify all deviations from the plan.

(c) Whenever necessary, but no less frequently than once each year, the lockup shall assess, determine, and document whether adjustments are needed to:

(1) The staffing plan established pursuant to paragraph (a) of this section;

(2) Prevailing staffing patterns.

(3) The lockup's deployment of video monitoring systems and other monitoring technologies; and

(4) The resources the lockup has available to commit to ensure adequate staffing levels.

(d) If vulnerable detainees are identified pursuant to the screening required by § 115.141, security staff shall provide such detainees with heightened protection, to include continuous direct sight and sound supervision, single-cell housing, or placement in a cell actively monitored on video by a staff member sufficiently proximate to intervene, unless no such option is determined to be feasible.

R. EVACUATION PROCEDURES.

In the event of an emergency that requires the evacuation of the inmates from the Camden County Youth Center, Camden is responsible for evacuating the Gloucester County juveniles as well as Camden County juveniles.

S. 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 Gloucester, Camden 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.** Camden and Gloucester 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.

T. EFFECTIVE DATE. This Agreement shall be effective as of this 1st day of April, 2015, which date shall be considered the commencement date of this Agreement, and which effective date shall be so designated in authorizing resolutions to be adopted by the parties to this Shared Services Agreement.

ATTEST:

COUNTY OF GLOUCESTER

ROBERT N. DI LELLA, CLERK

ROBERT N. DAMMINGER, DIRECTOR

ATTEST:

COUNTY OF CAMDEN

MARIANNE DIPIERO, CLERK

LOUIS CAPPELLI, JR., DIRECTOR

16

RESOLUTION AUTHORIZING AND CONFIRMING SETTLEMENT OF STATE TAX COURT TAX APPEAL COMPLAINTS OF LOWES HOME CENTER, LLC, V. MANTUA

WHEREAS, the Plaintiff(s), Lowes Home Center v. Mantua, Docket Numbers 009628-2012, 003628-2014, 000062-2015, represented by Brian Fowler, Esq. of Garippa Lotz & Giannuario filed state tax appeals contesting the assessment on the subject properties known as Block 242, Lot 7.01; 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 Plaintiffs is authorized as follows and as more specifically set forth in the attached Stipulation of Settlement:

Block 242, Lot 7.01:

Tax Year	Original Assessment	Requested Tax Court Judgment
2012	\$14,623,700	Withdraw
2014	\$14,623,700	Withdraw
2015	\$14,623,700	\$13,984,800

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, March 18, 2015, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

OFFICE OF COUNTY COUNSEL - COUNTY OF GLOUCESTER
Eric M. Campo, Assistant County Counsel
 Attorney Identification No.: 026721998
 1200 North Delsea Drive – Building A
 Clayton, New Jersey 08312
 (856) 307-6425; Fax (856)307-6447

AL

LOWES HOME CENTER, LLC,	:	TAX COURT OF NEW JERSEY
	:	COUNTY OF GLOUCESTER
Plaintiff,	:	Docket Nos.: 009628-2012
	:	003628-2014
v.	:	000062-2015
	:	
MANTUA TOWNSHIP,	:	<i>Civil Action</i>
	:	
Defendant.	:	Honorable Patrick DeAlmeida, P.J.T.C.
	:	
	:	STIPULATION OF SETTLEMENT
	:	<i>(Local Property Tax)</i>

1. It is **STIPULATED AND AGREED** that the assessment of the following property be adjusted and a judgment entered as follows:

Block 242	Lot 7.01	Unit Qualifier
Street Address 611 Woodbury-Glassboro Road		Year 2012

	Original Assessment	County Tax Board Judgment	Requested Tax Court Judgment
Land	<u>\$1,002,000</u>	-0-	WITHDRAW
Improvements	<u>\$13,621,700</u>		
Total	<u>\$14,623,700</u>		

Block 242	Lot 7.01	Unit Qualifier
Street Address 611 Woodbury-Glassboro Road		Year 2014

	Original Assessment	County Tax Board Judgment	Requested Tax Court Judgment
Land	\$ <u>1,002,000</u>	N/A	WITHDRAW
Improvements	\$ <u>13,621,700</u>		
Total	\$ <u>14,623,700</u>		

Block 242	Lot 7.01	Unit Qualifier
Street Address 611 Woodbury-Glassboro Road		Year 2015

	Original Assessment	County Tax Board Judgment	Requested Tax Court Judgment
Land	\$ <u>1,002,000</u>	N/A	\$ <u>1,002,000</u>
Improvements	\$ <u>13,621,700</u>		\$ <u>12,982,800</u>
Total	\$ <u>14,623,700</u>		\$ <u>13,984,800</u>

2. The parties agree that there has been no change in value or municipal wide revaluation or reassessment adopted for the tax years 2016 and 2017, and therefore agree that the provisions of N.J.S.A. 54:51A-8 (Freeze Act) shall be applicable to the assessment on the property referred to herein for said Freeze Act year(s). No Freeze Act year(s) shall be the basis for application of the Freeze Act for any subsequent year(s).
3. The provisions of N.J.S.A. 54:51A-8 (Freeze Act) shall not apply.
4. The undersigned have made such examination of the value and proper assessment of the property and have obtained such appraisals, analysis and information with respect to the valuation and assessment of the property as they deem necessary and appropriate for the purpose of enabling them to enter into the Stipulation. The Office of Assessment has been consulted by the attorney for the Office of Assessment with respect to this settlement and has concurred.

5. This agreement shall apply to any assignee, tenant and successor in interest of the subject property.
6. No party shall file an appeal for the tax year 2015 for the subject property except to enforce this settlement.
7. Based upon the foregoing, the undersigned represent to the Court that the above settlement will result in an assessment at the fair assessable value of the property consistent with assessing practices generally applicable in the taxing district as required by law.
8. Taxpayer waives interest that may otherwise be payable pursuant to N.J.S.A. 54:3-27.2 and agrees to accept credits against future property taxes in lieu of any refund.
9. All the terms of this Stipulation of Settlement not contained within the Judgment shall survive entry of Judgment.

GARIPPA LOTZ & GIANNUARIO

Dated: _____

BRIAN A. FOWLER, ESQUIRE
Attorney for Plaintiff

COUNTY OF GLOUCESTER

Dated: _____

ERIC M. CAMPO, ESQUIRE
Attorney for Office of Assessment

Dated: _____

ROBYN GLOCKER-HAMMOND
County Tax Assessor

A 7

RESOLUTION TO CONTRACT WITH PICTOMETRY INTERNATIONAL CORPORATION, FOR LICENSING AGREEMENT OF PROPRIETARY SOFTWARE FOR DIGITAL AERIAL IMAGING FROM FEBRUARY 21, 2015 TO FEBRUARY 20, 2017 FOR \$38,215.00

WHEREAS, Gloucester County Office of Assessment has a need for licensing of digital aerial imaging software services known as *ChangeFindr*; and

WHEREAS, the Gloucester County Office of Assessment has recommended that said services be provided by Pictometry International Corporation, with offices at 100 Town Centre Drive, Suite A, Rochester, NY 14623, for a total contract amount of \$38,215.00, from February 21, 2015 to February 20, 2017; and

WHEREAS, the Purchasing Agent of Gloucester County has certified the availability of funds in the amount of \$38,215.00, pursuant to C.A.F. #15-01603, shall be charged against budget line item #5-01-20-151-001-20653; and

WHEREAS, the service related to this contract is for support and maintenance of proprietary software necessary for the Office of Assessment and is an exception to the Local Public Contracts Law and described and provided in N.J.S.A. 40A:11-5(1)(dd); and

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

NOW, THEREFORE BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester, that the Director of the Board, is hereby authorized and directed to execute and the Clerk of the Board is authorized to attest to the execution of the contract between the County and Pictometry International Corporation, for a total contract amount of \$38,215.00, from February 21, 2015 to February 20, 2017.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, March 18, 2015, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

New 2015

**AGREEMENT BETWEEN
PICTOMETRY INTERNATIONAL CORP. ("Pictometry") AND
GLOUCESTER COUNTY, NJ ("Customer")**

1. This order form ("Order Form"), in combination with the contract components listed below:

Section A: Product Descriptions, Prices and Payment Terms

Section B: License Terms:

- Delivered Content Terms and Conditions of Use
- Online Services General Terms and Conditions
- Software License Agreement

Section C: Non-Standard Terms and Conditions

(all of which, collectively, constitute this "Agreement") set forth the entire understanding between Pictometry and Customer with respect to the subject matter hereof and supersedes all prior representations, agreements and arrangements, whether oral or written, relating to the subject matter hereof. Any modifications to this Agreement must be made in writing and be signed by duly authorized officers of each party. Any purchase order or similar document issued by Customer in connection with this Agreement is issued solely for Customer's internal administrative purposes and the terms and conditions set forth on any such purchase order shall be of no force or effect as between the parties.

2. In the event of any conflict among any contract components comprising this Agreement, order of precedence for resolving such conflict shall be, from highest (i.e., supersedes all others) to lowest (i.e., subordinate to all others): Non-Standard Terms and Conditions; Product Descriptions, Prices and Payment Terms; License Terms in order as listed above under the heading 'Section B: License Terms'; and Order Form.
3. All notices under this Agreement shall be in writing and shall be sent to the following respective addresses:

CUSTOMER NOTICE ADDRESS	PICTOMETRY NOTICE ADDRESS
1200 N. Delsea Drive	100 Town Centre Drive, Suite A
Clayton, New Jersey 08312	Rochester, NY 14623
Attn: Jeff Taylor, Assistant to the Assessor	Attn: Contract Administration
Phone: (856) 307-6445 Fax:	Phone: (585) 486-0093 Fax: (585) 486-0098

Either party may change their respective notice address by giving written notice of such change to the other party at the other party's then-current notice address. Notices shall be given by any of the following methods: personal delivery; reputable express courier providing written receipt; or postage-paid certified or registered United States mail, return receipt requested. Notice shall be deemed given when actually received or when delivery is refused.

4. This Agreement, including all licenses granted pursuant to it, shall be binding upon and inure to the benefit of the parties hereto, their successors and permitted assigns, but shall not be assignable by either party except that (i) Pictometry shall have the right to assign its right to receive Fees under this Agreement, provided no such assignment shall affect Pictometry's obligations hereunder, and (ii) Pictometry shall have the right to assign all its rights under this Agreement to any person or entity, provided the assignee has assumed all of Pictometry's obligations under this Agreement.
5. IN NO EVENT SHALL EITHER PARTY BE LIABLE, UNDER ANY CAUSE OF ACTION OF ANY KIND ARISING OUT OF OR RELATED TO THIS AGREEMENT (INCLUDING UNDER THEORIES INVOLVING TORT, CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR BREACH OF WARRANTY), FOR ANY LOST PROFITS OR FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR OTHER SPECIAL DAMAGES SUFFERED BY THE OTHER PARTY OR OTHERS, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
6. With respect to any claims that Customer may have or assert against Pictometry on any matter relating to this Agreement, the total liability of Pictometry shall, in the aggregate, be limited to the aggregate amount received by Pictometry pursuant to this Agreement.
7. The waiver by either party of any default by the other shall not waive subsequent defaults of the same or different kind.
8. In the event that any of the provisions of this Agreement shall be held by a court or other tribunal of competent jurisdiction to be unenforceable, such provision will be enforced to the maximum extent permissible and the remaining portions of this Agreement shall remain in full force and effect.
9. Pictometry shall not be responsible for any failure on its part to perform due to unforeseen circumstances or to causes beyond

Pictometry's reasonable control, including but not limited to acts of God, war, riot, embargoes, acts of civil or military authorities, fire, weather, floods, accidents, strikes, failure to obtain export licenses or shortages or delays of transportation, facilities, fuel, energy, supplies, labor or materials. In the event of any such delay, Pictometry may defer performance for a period of time reasonably related to the time and nature of the cause of the delay.

10. In consideration of, and subject to, payment by Customer of the Fees specified in Section A of this Agreement, Pictometry agrees to provide Customer with access to and use of the products specified in Section A of this Agreement, subject to the terms and conditions set forth in this Agreement. Customer hereby agrees to pay the Fees specified in Section A of this Agreement in accordance with the stated payment terms and accepts and agrees to abide by the terms of this Agreement.

This Agreement shall become effective upon execution by duly authorized officers of Customer and Pictometry and receipt by Pictometry of such fully executed document, such date of receipt by Pictometry being the "Effective Date."

PARTIES:

CUSTOMER	PICTOMETRY
GLOUCESTER COUNTY, NJ	PICTOMETRY INTERNATIONAL CORP.
(entity type)	a Delaware corporation
SIGNATURE:	SIGNATURE:
ROBERT M. DAMMINGER, FREEHOLDER DIRECTOR	NAME:
	TITLE:
	EXECUTION DATE:
	DATE OF RECEIPT (EFFECTIVE DATE)

ROBERT N. DILELLA, CLERK

SECTION A

PRODUCT DESCRIPTIONS, PRICES AND PAYMENT TERMS

Pictometry International Corp.
100 Town Centre Drive, Suite A
Rochester, NY 14623

ORDER #
C166374

TO:
Gloucester County, NJ
Jeff Taylor
Assistant to the Assessor
1200 N. Delsea Drive
Clayton, New Jersey 08312
(856) 307-6445
jtaylor@co.gloucester.nj.us

SHIP TO:
Gloucester County, NJ
Jeff Taylor
Assistant to the Assessor
1200 N. Delsea Drive
Clayton, New Jersey 08312
(856) 307-6445
jtaylor@co.gloucester.nj.us

CUSTOMER ID:	SALES REP:	PAIDENCY OF PROJECT:
A117872	sbenner	Biennial

QTY	PRODUCT NAME	PRODUCT DESCRIPTION	EST. PRICE	DISCOUNT PRICE (%)	AMOUNT
1	EAP PROGRAM	Refer to detailed description of EAP Program in attached Agreement.	\$0.00		\$0.00
1	Electronic Field Study (EFS)	One copy of Electronic Field Study software, latest version.	\$0.00		\$0.00
1	FutureView Full Conference Registration	Full conference registration to advanced training designed to maximize deployment. Includes airfare, hotel room for up to three nights, event registration, and round-trip airfare up to \$500. Customer will be provided with discount code to complete FutureView registration. (Air Travel Restrictions - 30 day advance purchase for airfare, Continental US only, per person round trip airfare at standard coach class rates through Pictometry's travel provider only.) Must be redeemed within three years of agreement execution date.	\$2,165.00		\$2,165.00
392	IMAGERY - COMMUNITY - 4-way (C5) (9in) - Per Sector	Product includes 9-inch GSD oblique frame images (4-way), 9-inch GSD orthogonal frame images, 1-meter GSD ortho mosaic sector tiles and one area-wide 1-meter GSD mosaic (ECW format). Orthogonal GSD: 0.75 feet/pixel; Nominal Oblique GSD (all values +/-10%): Front Line: 0.74 feet/pixel, Middle Line: 0.85 feet/pixel, Back Line: 1.00 feet/pixel.	\$75.00		\$29,400.00
1	Media Drive Capacity 931G - Drive Model IT - EXIPOWER	External USB 2.0 / eSATA Externally Powered. Delivery media prices include copying a complete image library onto media. Sub-warehousing sold separately.	\$199.00		\$199.00
392	Mosaic - Area Wide (9in GSD; MrSID format; individual) Per Sector	Available with purchase of corresponding tile product. New processing or re-processing to MrSID of individual files of 9-inch GSD imagery. Tiles are provided "as is." Refer to Product Parameters for additional details.	\$0.50		\$196.00
1	Oblique Imagery Bundle with Two (2) Years of EFS Maintenance & Support	Includes digital copy of the Licensed Documentation for the License Software, two (2) End User Training Sessions, one (1) Advanced User Technical Training, one (1) Administration / IT Training Session, ten (10) hours of telephone support, one copy of Pictometry Electronic Field Study (EFS) software, latest version, on the storage media specified herein, and access to download updated versions of the EFS Licensed Software for a period of two years from the initial date of shipment of the EFS software, along with a copy of the updated documentation.	\$0.00		\$0.00
1	Pictometry Connect - CA - 100	Pictometry Connect - CA - 100 (Custom Access) provides up to 100 concurrent authorized users the ability to login and access the Pictometry-hosted custom imagery libraries specified elsewhere in this Agreement via a web-based, server-based or desktop integration. The default deployment is through web-based Pictometry Connect. Term commences on date of activation. License Term: 2 Year(s)	\$6,000.00	\$4,500.00 (25%)	\$4,500.00
1	Pictometry CONNECTAssessment	Pictometry CONNECTAssessment allows a user the ability to log in and access Pictometry ChangeFinder data and Pictometry-hosted imagery libraries, which have been licensed to the Customer and specified elsewhere in this Agreement, via a web-based application. The number of	\$5,000.00	\$0.00 (100%)	\$0.00

		concurrent authorized users is specified in Customer's existing Connect agreement. Access runs concurrent with last activation (and scheduled expiration) of the Customer's existing Connect account. This offering requires an active Pictometry CONNECT account.			
392	Tiles - Standard (9in GSD; JPG format) Per Sector	Available with corresponding 9" GSD imagery purchase. 9-inch GSD Mosaic Tiles in JPG Format. Tiles are provided "as is." Refer to Product Parameters for additional details.	\$10.00		\$3,920.00

Thank you for choosing Pictometry as your service provider.

100%

\$40,380.00

¹Amount per product = ((1-Discount %) * Qty * List Price)

\$ 38,215.00

FEES; PAYMENT TERMS

All amounts due to Pictometry pursuant to this Agreement ("Fees") are expressed in United States dollars and do not include any duties, taxes (including, without limitation, any sales, use, ad valorem or withholding, value added or other taxes) or handling fees, all of which are in addition to the amounts shown above and, to the extent applicable to purchases by Customer, shall be paid by Customer to Pictometry without reducing any amount owed to Pictometry unless documents satisfactory to Pictometry evidencing exemption from such taxes is provided to Pictometry prior to billing. To the extent any amounts properly invoiced pursuant to this Agreement are not paid within thirty (30) days following the invoice due date, such unpaid amounts shall accrue, and Customer shall pay, interest at the rate of 1.5% per month (or at the maximum rate allowed by law, if less). In addition, Customer shall pay Pictometry all costs Pictometry incurs in collecting past due amounts amount due under this Agreement including, but not limited to, attorneys' fees and court costs.

Due at Signing \$4,805.00
 Due at Initial Shipment of Imagery \$15,385.00
 Due at First Anniversary of Shipment of Imagery \$20,190.00

Total Payments - \$40,380.00

\$ 38,215.00

PRODUCT PARAMETERS

IMAGERY

Product: IMAGERY - COMMUNITY - 4-way (C5) (9in) - Per Sector
Elevation Source: USGS
Leaf: Less than 30% leaf cover (Off)
Special Instructions:

Standard Ortho Mosaic Products: Pictometry standard ortho mosaic products are produced through automated mosaicking processes that incorporate digital elevation data with individual Pictometry ortho frames to create large-area mosaics on an extremely cost-effective basis. Because these products are produced through automated processes, rather than more expensive manual review and hand-touched corrective processes, there may be inherent artifacts in some of the resulting mosaics. While Pictometry works to minimize such artifacts, the Pictometry standard ortho mosaic products are provided on an 'AS IS' basis with respect to visible outlines along mosaic seams resulting from the following types of artifacts:

- i. Disconnects in non-elevated surfaces generally caused by inaccurate elevation data;
- ii. Disconnects in elevated surfaces (e.g., roadways, bridges, etc.) generally caused by elevated surfaces not being represented in the elevation data;
- iii. Building intersect and clipping generally caused by buildings not being represented in the elevation data;
- iv. Seasonal variations caused by images taken at different times during a season, or during different seasons;
- v. Ground illumination variations caused by images taken under different illumination (e.g., sunny, high overcast, morning light, afternoon light, etc.) within one flight day or during different flight days;
- vi. Single GSD color variations caused by illumination differences or multiple-aircraft/camera captures;
- vii. Mixed GSD color variations caused by adjacent areas being flown at different ground sample distances (GSDs); and
- viii. Water body color variations caused by multiple individual frames being used to create a mosaic across a body of water (e.g., lakes, ponds, rivers, etc.).

Other Pictometry products may be available that are less prone to such artifacts than the Pictometry standard ortho mosaic products.

CONNECT

Product: Pictometry Connect - CA - 100
Admin User: Jeff Taylor
Admin User Email: jtaylor@co.gloucester.nj.us
Requested Activation: At Signing
Special Instructions:

Geofence: NJ Gloucester

Economic Alliance Partnership (EAP)

Customer is eligible for the EAP program described below for a period of two years from the Effective Date. Following payment to Pictometry of amounts due with respect to each subsequent capture, Customer will be eligible for the then-current EAP program for a period of two years from delivery of such subsequent capture.

A. **Disaster Coverage Imagery at No Additional Charge** – Pictometry will, upon request of Customer and at no additional charge, provide updated imagery of up to 200 square miles of affected areas (as determined by Pictometry) upon the occurrence of any of the following events during any period Customer is eligible for the EAP program:

- **Hurricane:** areas affected by hurricanes of Category II and higher. (Coverage for hurricanes below Category II and for areas exceeding 200 square miles will be, subject to Pictometry resource availability, available to Customer at the then-current EAP rates.)
- **Tornado:** areas affected by tornados rated EF4 and higher. (Coverage for tornados below EF4 and for areas exceeding 200 square miles will be, subject to Pictometry resource availability, available to Customer at the then-current EAP rates.)
- **Terrorist:** areas affected by damage from terrorist attack. (Coverage for areas exceeding 200 square miles will be, subject to Pictometry resource availability, available to Customer at the then-current EAP rates.)
- **Earthquake:** areas affected by damage to critical infrastructure resulting from earthquakes measured at 6.0 or higher on the Richter scale. (Coverage for earthquakes rated below 6.0 on the Richter scale and for areas exceeding 200 square miles will be, subject to Pictometry resource availability, available to Customer at the then-current EAP rates.)
- **Tsunami:** areas affected by damage to critical infrastructure resulting from tsunamis. (Coverage for areas exceeding 200 square miles will be, subject to Pictometry resource availability, available to Customer at the then-current EAP rates.)

B. **Software – Use of Pictometry Change Analysis™** – Pictometry's EAP program includes the use of Change Analysis software for a term of ninety days from the date of delivery of the EAP imagery. The Change Analysis software simultaneously compares pre and post disaster images to aid recovery and restoration efforts.

**PICTOMETRY DELIVERED CONTENT
TERMS AND CONDITIONS OF USE**

These Pictometry Delivered Content Terms and Conditions of Use (the "Delivered Content Terms and Conditions"), in combination with the corresponding Agreement into which these terms are incorporated, collectively set forth the terms and conditions that govern use of Delivered Content (as hereinafter defined) for use within computing environments operated by parties other than Pictometry. As used in the Delivered Content Terms and Conditions the terms "you" and "your" in uppercase or lowercase shall mean the Customer that entered into the Agreement into which the Delivered Content Terms and Conditions are incorporated.

1. DEFINITIONS

- 1.1 "Authorized Subdivision" means, if you are a county or a non-state consortium of counties, any political unit or subdivision located totally or substantially within your boundaries that you authorize to have access to Delivered Content pursuant to the Delivered Content Terms and Conditions.
- 1.2 "Authorized System" means a workstation or server that meets each of the following criteria (i) it is owned or leased by you or an Authorized Subdivision, (ii) it is located within and only accessible from facilities that are owned or leased by you or an Authorized Subdivision, and (iii) it is under the control of and may only be used by you or Authorized Subdivisions.
- 1.3 "Authorized User" means any employee of you or Authorized Subdivisions that is authorized by you to have access to the Delivered Content through an Authorized System.
- 1.4 "Delivered Content" means the images, metadata, data layers, models, reports and other geographic or structural visualizations or embodiments included in, provided with, or derived from the information delivered to you by or on behalf of Pictometry pursuant to the Agreement.
- 1.5 "Project Participant" means any employee or contractor of persons or entities performing services for compensation for you or an Authorized Subdivision that has been identified by written notice to Pictometry prior to being granted access to Delivered Content and, unless Pictometry expressly waives such requirement for any individual, has entered into a written agreement with Pictometry authorizing such access.

2. GRANT OF RIGHTS; RESTRICTIONS ON USE; OWNERSHIP

- 2.1 Subject to the terms and conditions of the Agreement, you are granted nonexclusive, nontransferable, limited rights to:
 - (a) install the Delivered Content on Authorized Systems;
 - (b) permit access and use of the Delivered Content through Authorized Systems by:
 - (i) Authorized Users for performance of public responsibilities of you or Authorized Subdivisions that are to be performed entirely within facilities of you or Authorized Subdivisions;
 - (ii) Project Participants under the supervision of Authorized Users for performance of tasks or preparation of materials using only hard copies (or jpg copies) of Delivered Content solely for fulfilling public responsibilities of you or Authorized Subdivisions to be performed entirely within facilities of you or Authorized Subdivisions; and
 - (iii) individual members of the public, but only through Authorized Users and solely for the purpose of making hard copies or jpg copies of images of individual properties or structures (but not bulk orders of multiple properties or structures) to the individual members of the public requesting them.
- 2.2 You may not reproduce, distribute or make derivative works based upon the Delivered Content in any medium, except as expressly permitted in the Delivered Content Terms and Conditions.
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- 2.4 You may not distribute or otherwise make available any Delivered Content to Google or its affiliates, either directly or indirectly.
- 2.5 You may not exploit the goodwill of Pictometry, including its trademarks, service marks, or logos, without the express written consent of Pictometry.
- 2.6 You may not remove, alter or obscure copyright notices or other notices contained in the Delivered Content.
- 2.7 All right, title, and interest (including all copyrights, trademarks and other intellectual property rights) in Delivered Content in all media belong to Pictometry or its third party suppliers. Neither you nor any users of the Delivered Content acquire any proprietary interest in the Delivered Content, or any copies thereof, except the limited use rights granted herein.

3. OBLIGATIONS OF CUSTOMER

- 3.1 **Geographic Data.** If available, you agree to provide to Pictometry geographic data in industry standard format (e.g., shape, DBF) including, but not limited to, digital elevation models, street centerline maps, tax parcel maps and centroids, which data, to the extent practicable, shall be incorporated into the Delivered Content. You agree that any of this data that is owned by you may be distributed and modified by Pictometry as part of its products and services, provided that at no time shall Pictometry claim ownership of that data.
- 3.2 **Notification.** You shall (a) notify Pictometry in writing of any claims or proceedings involving any of the Delivered Content within ten (10) days after you learn of the claim or proceeding, and (b) report promptly to Pictometry all claimed or suspected defects in Delivered Content.
- 3.3 **Authorized User Compliance.** You shall at all times be responsible for compliance by each Authorized User with the Delivered Content Terms and Conditions.
- 3.4 **Authorized Subdivision Compliance.** You shall at all times be responsible for compliance by each Authorized Subdivision with the Delivered Content Terms and Conditions.
- 3.5 **Project Participants.** Each notice to Pictometry identifying a potential Project Participant shall include a detailed description of the scope and nature of the Project Participants' planned work and the intended use of the Delivered Content in such work. Pictometry retains the right to restrict or revoke access to Delivered Content by any Project Participant who does not comply with the terms of the Delivered Content Terms and Conditions.

4. LICENSE DURATION; EFFECT OF TERMINATION

- 4.1 **Term.** The license granted to you in the Delivered Content Terms and Conditions is perpetual, subject to Pictometry's right to terminate the license in the event you do not pay in full the Fees specified elsewhere in the Agreement, the Agreement is terminated for any reason other than a breach of the Agreement by Pictometry, or as otherwise provided in the Agreement.
- 4.2 **Effect of Termination.** Upon termination of the license granted to you in the Delivered Content Terms and Conditions, you shall immediately cease all use of the Delivered Content, promptly purge all copies of the Delivered Content from all workstations and servers on which any of it may be stored or available at the time, and return hard drive/media containing Delivered Content to Pictometry.

5. TRADEMARKS; CONFIDENTIALITY

- 5.1 **Use of Pictometry's Marks.** You agree not to attach any additional trademarks, trade names, logos or designations to any Delivered Content or to any

copies of any Delivered Content without prior written approval from Pictometry. You may, however, include an appropriate government seal and your contact information so long as the seal and contact information in no way obscure or deface the Pictometry marks. You further agree that you will not use any Pictometry trademark, trade name, logo, or designation in connection with any product or service other than the Delivered Content. Your nonexclusive right to use Pictometry's trademarks, trade name, logos, and designations are coterminous with the license granted to you in the Delivered Content Terms.

- 5.2 **Confidentiality of Delivered Content.** The Delivered Content consists of commercially valuable, proprietary products owned by Pictometry, the design and development of which reflect an investment of considerable time, effort, and money. The Delivered Content is treated by Pictometry as confidential and contains substantial trade secrets of Pictometry. You agree that you will not disclose, provide a copy of, or disseminate the Delivered Content (other than as expressly permitted in the Delivered Content Terms and Conditions) or any part thereof to any person in any manner or for any purpose inconsistent with the license granted to you in the Delivered Content Terms and Conditions. You agree to use your best efforts to assure that your personnel, and any others afforded access to the Delivered Content, protect the Delivered Content against unauthorized use, disclosure, copying, and dissemination, and that access to the Delivered Content and each part thereof will be strictly limited.

6. LIMITED WARRANTY; DISCLAIMER OF WARRANTIES

- 6.1 **Limited Warranties; Exclusive Remedy.** Pictometry warrants that the Delivered Content will contain true and usable copies of the designated imagery as of the date of capture. As the sole and exclusive remedy for any breach of the foregoing warranty, Pictometry shall use reasonable efforts to correct any deficiency that precludes use of the Delivered Content in the manner intended.
- 6.2 **Disclaimer of Other Warranties.** Except as provided in Section 6.1, above, THE DELIVERED CONTENT IS PROVIDED TO YOU "AS IS" AND "WITH ALL FAULTS." PICTOMETRY MAKES NO OTHER WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS, IMPLIED, OR STATUTORY. ALL IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO WARRANTIES OF PERFORMANCE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ACCURACY, ARE HEREBY DISCLAIMED AND EXCLUDED BY PICTOMETRY.
- 6.3 **Limitation of Liability.** With respect to any other claims that you may have or assert against Pictometry on any matter relating to the Delivered Content, the total liability of Pictometry shall, in the aggregate, be limited to the aggregate amount received by Pictometry in payment for Delivered Content during the immediately preceding twenty-four (24) month period.

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- 7.1 **Restricted Rights.** Delivered Content acquired with United States Government funds or intended for use within or for any United States federal agency is provided with "Restricted Rights" as defined in DFARS 252.227-7013, Rights in Technical Data and Computer Software and FAR 52.227-14, Rights in Data-General, including Alternate III, as applicable.
- 7.2 **Governing Law.** This License Agreement shall be governed by and interpreted in accordance with the laws of the State of New York, excluding its conflicts of law principles.

[END OF DELIVERED CONTENT TERMS AND CONDITIONS]

**PICTOMETRY ONLINE SERVICES
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- 1.10 You may not access the Online Services via mechanical, programmatic, robotic, scripted or any other automated means. Unless otherwise agreed by Pictometry in writing, use of the Online Services is permitted only via manually conducted, discrete, human-initiated individual search and retrieval activities.
- 1.11 All right, title, and interest (including all copyrights, trademarks and other intellectual property rights) in the Online Services and the Licensed Content in all media belong to Pictometry or its third party suppliers. Neither you nor any users of the Online Services or the Licensed Content acquire any proprietary interest in the Online Services, the Licensed Content, or any copies thereof, except the limited use rights granted herein.

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- 2.2 The Online Services, the Licensed Content, and features and functionality within the Online Services may be enhanced, added to, withdrawn, or otherwise changed by Pictometry without notice.
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3. DISCLAIMERS

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4. LIMITED WARRANTY

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- 5.2 "Covered Party" means (a) Pictometry and any officer, director, employee, subcontractor, agent, successor, or assign of Pictometry; and (b) each third party supplier of any Licensed Content, third party alliance entity, their affiliates, and any officer, director, employee, subcontractor, agent, successor, or assign of any third party supplier of any Licensed Content or third party alliance entity and their affiliates.
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- 5.4 TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, NEITHER YOU NOR THE COVERED PARTIES WILL BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES) IN ANY WAY DUE TO, RESULTING FROM, OR ARISING IN CONNECTION WITH THE ONLINE SERVICES, THE LICENSED CONTENT, OR THE FAILURE OF ANY COVERED PARTY TO PERFORM ITS OBLIGATIONS. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO A PARTY'S INDEMNITY OBLIGATIONS OR YOUR (AND YOUR ELIGIBLE USERS') INFRINGEMENT OF INTELLECTUAL PROPERTY OR MISAPPROPRIATION OF PROPRIETARY DATA BELONGING TO PICTOMETRY OR ITS THIRD PARTY SUPPLIERS.
- 5.5 Notwithstanding anything to the contrary in this Section 5:
- (a) If there is a breach of the warranty in Section 4.1 above, then Pictometry, at its option and expense, shall either defend or settle any action and hold you harmless against proceedings or damages of any kind or description based on a third party's claim of patent, trademark, service mark, copyright or trade secret infringement related to use of the Online Services or the Licensed Content, asserted against you by such third party provided: (i) all use of the Online Services and the Licensed Content was in accordance with this License Agreement; (ii) the claim, cause of action or infringement was not caused by you modifying or combining the Online Services or the Licensed Content with or into other products, applications, images or data not approved by Pictometry; (iii) you give Pictometry prompt notice of such claim; and (iv) you give Pictometry the right to control and direct the investigation, defense and settlement of such claim. You, at Pictometry's expense, shall reasonably cooperate with Pictometry in connection with the foregoing.
- (b) In addition to Section 5.5(a), if the Online Services, the operation thereof or the Licensed Content become, or in the opinion of Pictometry are likely to become, the subject of a claim of infringement, Pictometry may, at its option and expense, either: (i) procure for you the right to continue using the Online Services or the Licensed Content, (ii) replace or modify the Online Services or the Licensed Content so that they become non-infringing; or (iii) terminate the License Agreement on notice to you and grant you a pro-rata refund or credit (whichever is applicable) for any pre-paid fees or fixed charges.
- (c) The provisions of Sections 5.5(a) and (b) shall constitute your sole and exclusive remedy for the respective matters specified therein.

6. MISCELLANEOUS

- 6.1 The terms and conditions of this License Agreement may be changed from time to time immediately upon notice to you. If any changes are made to this License Agreement, such changes will: (a) only be applied prospectively; and (b) not be specifically directed against you or your Eligible Users but will apply to all similarly situated Pictometry customers using the Online Services. You may terminate this License Agreement upon written notice to Pictometry if any change to the terms and conditions of this License Agreement is unacceptable to you. For termination to be effective under this Section 6.1, written notice of termination must be provided to Pictometry within 90 days of the effective date of the change. Continued use of the Online Services following the effective date of any change constitutes acceptance of the change, but does not affect the foregoing termination right. Except as provided above, this License Agreement may not be supplemented, modified or otherwise revised unless signed by duly authorized representatives of both parties. Furthermore, this License Agreement may not be supplemented, modified or otherwise revised by email exchange, even if the email contains a printed name or signature line bearing signature-like font. The foregoing does not prohibit the execution of electronic contracts bearing electronic signatures of authorized representatives of both parties, provided such signatures include digital certifications or are otherwise authenticated.
- 6.2 In the event of a breach of this License Agreement by you, any Eligible User or someone using the Pictometry Credential of an Eligible User, Pictometry may temporarily suspend or discontinue providing access to the Online Services to any or all Eligible Users without notice and Pictometry may pursue any other legal remedies available to it.
- 6.3 All notices and other communications hereunder shall be in writing or displayed electronically in the Online Services by Pictometry. Notices shall be deemed to have been properly given on the date deposited in the mail, if mailed; on the date first made available, if displayed in the Online Services; or on the date received, if delivered in any other manner. Legal notices to Pictometry should be sent to Pictometry, Attn: General Counsel, 100 Town Centre Drive, Suite A, Rochester, New York 14623.
- 6.4 The failure of you, Pictometry, or any third party supplier of the Online Services or any Licensed Content to enforce any provision hereof shall not constitute or be construed as a waiver of such provision or of the right to enforce it at a later time.
- 6.5 Neither you nor any Eligible User may assign or otherwise transfer your rights or delegate your duties under this License Agreement without the prior written consent of Pictometry. Any attempt by you or any Eligible User to assign, transfer or delegate your rights or obligations under this License Agreement without Pictometry's consent shall be void, and shall also void the limited license granted to you by this License Agreement. This License Agreement and any amendment thereto shall be binding on, and will inure to the benefit of the parties and their respective successors and permitted assigns.
- 6.6 This License Agreement shall be governed by and interpreted in accordance with the laws of the State of New York, excluding its conflicts of law principles. Unless you are a government entity, in the event that any legal proceedings are commenced with respect to any matter arising under this License Agreement, the parties specifically consent and agree that the courts of the State of New York or, in the alternative, the Federal Courts located in the State of New York shall have exclusive jurisdiction over each of the parties and over the subject matter of any such proceedings, and that the venue of any such action shall be in Monroe County, New York or the U.S. District Court for the Western District of New York, as applicable.

- 6.7 This License Agreement will be enforced to the fullest extent permitted by applicable law. If any provision of this License Agreement is held to be invalid or unenforceable to any extent, then (a) such provision will be interpreted, construed and reformed to the extent reasonably required to render it valid, enforceable and consistent with its original intent and (b) such invalidity or unenforceability will not affect any other provision of this License Agreement.
- 6.8 Where applicable, each affiliated company of Pictometry and each third party supplier of the Online Services or any Licensed Content has the right to assert and enforce the provisions of this License Agreement directly on its own behalf as a third party beneficiary.
- 6.9 In the event of a breach of your obligations under this License Agreement or your payment obligations with respect to access to the Online Services or the Licensed Content, you agree to pay all of Pictometry's costs of enforcement and collection, including court costs and reasonable attorneys' fees.
- 6.10 This License Agreement constitutes the entire agreement of the parties with respect to its subject matter and replaces and supersedes any prior written or verbal communications, representations, proposals or quotations relating to that subject matter.

[END OF ONLINE SERVICES GENERAL TERMS AND CONDITIONS]

**PICTOMETRY SOFTWARE
LICENSE AGREEMENT**

PLEASE READ THIS SOFTWARE LICENSE AGREEMENT ("LICENSE") CAREFULLY BEFORE DOWNLOADING, INSTALLING OR USING THE SOFTWARE. BY USING THE SOFTWARE, YOU AGREE TO THE TERMS OF THIS LICENSE. IF YOU DO NOT AGREE TO THE TERMS OF THIS LICENSE, DO NOT DOWNLOAD, INSTALL OR USE THE SOFTWARE.

1. **GENERAL.** The software ("Pictometry Software") and any written materials that accompany the software ("Documentation") in any media or form are licensed, not sold, to you by Pictometry International Corp. ("Pictometry") for use only under the terms of this License. Pictometry reserves all rights not expressly granted to you in this License.
2. **LICENSE.** Subject to the terms and conditions of this License, you are granted a limited, non-transferable, terminable, non-sublicenseable, non-exclusive license to install and use the Pictometry Software and the Documentation (collectively, the "Proprietary Materials") solely for internal use. Use of the functionality provided by the Pictometry Software other than for your internal use is prohibited, except with the prior written approval of Pictometry. You may make one copy of the Pictometry Software in machine-readable form for backup purposes only; provided that the backup copy must include all copyright and other proprietary notices contained in the original. You will not and will not enable others to decompile, reverse engineer, disassemble, attempt to derive the source code of, decrypt, modify, create derivative works of, or tamper with or disable any security or monitoring features within the Pictometry Software. Any attempt to do so is a violation of the rights of Pictometry and its licensors.
3. **TITLE.** The Proprietary Materials are confidential information of, trade secrets of, and are proprietary to Pictometry. Title to the Proprietary Materials is and will remain in Pictometry and its licensors. All applicable rights to patents, copyrights, trademarks, trade secrets, and other intellectual property rights in the Proprietary Materials are and will remain in Pictometry and its licensors. You will not assert any right, title or interest in the Proprietary Materials provided to you under this License, except for the express license granted to you hereunder. You will not remove any copyright or other proprietary notice or legend contained on or included in any Proprietary Materials and you will reproduce all such information on all copies made hereunder. You will keep the Proprietary Materials free of all claims, liens and encumbrances.
4. **DISCLAIMERS OF WARRANTY.** USE OF THE PICTOMETRY SOFTWARE IS AT YOUR SOLE RISK. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE PICTOMETRY SOFTWARE IS PROVIDED "AS IS", WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, AND PICTOMETRY HEREBY DISCLAIMS ALL WARRANTIES WITH RESPECT TO THE PICTOMETRY SOFTWARE, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE. PICTOMETRY DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN OR PROVIDED BY THE PICTOMETRY SOFTWARE WILL MEET YOUR REQUIREMENTS, THAT THE OPERATION OF THE PICTOMETRY SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE PROPRIETARY MATERIALS WILL BE CORRECTED.
5. **LIMITATION OF LIABILITY.** IN NO EVENT WILL PICTOMETRY BE LIABLE FOR ANY INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA, BUSINESS INTERRUPTION OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES ARISING OUT OF OR RELATED TO YOUR USE OR INABILITY TO USE THE PICTOMETRY SOFTWARE, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT OR OTHERWISE), EVEN IF PICTOMETRY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL PICTOMETRY'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES (OTHER THAN AS MAY BE REQUIRED BY APPLICABLE LAW IN CASES INVOLVING PERSONAL INJURY) CAUSED BY, ARISING OUT OF OR IN ANY WAY RELATED TO THE PICTOMETRY SOFTWARE EXCEED THE AMOUNT OF FIFTY DOLLARS (\$50.00). THE FOREGOING LIMITATIONS WILL APPLY EVEN IF THE ABOVE STATED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.
6. **TERMINATION.** This License will terminate automatically without notice from Pictometry if you fail to comply with any term of this License. Upon the termination of this License, you will cease all use of the Pictometry Software and destroy all copies, full or partial, of the Proprietary Materials.
7. **MISCELLANEOUS PROVISIONS.**
 - A. **Restricted Rights.** Pictometry Software acquired with United States Government funds or intended for use within or for any United States federal agency is provided with "Restricted Rights" as defined in DFARS 252.227-7013, Rights in Technical Data and Computer Software and FAR 52.227-14, Rights in Data-General, including Alternate III, as applicable. Pictometry must be notified in advance of any license grants to United States federal governmental entities. The Pictometry Software is developed for general use in a variety of applications and is not developed or intended for use in any inherently dangerous applications or applications that could lead to property damage, personal injury or death. If you use the Pictometry Software in such applications, then you will be responsible for taking all appropriate fail-safe, backup, redundancy, and other measures to ensure the safe use of the Pictometry Software in such applications, including but not limited to, in any nuclear, aviation, mass transit, public safety or medical applications.
 - B. **Foreign Trade Restrictions.** The parties acknowledge that certain information, software technology, accompanying documentation and technical information may be subject to United States export control laws. You will not directly or indirectly export or re-export the Pictometry Software in violation of the Export Administration Regulations of the U.S. Department of Commerce.
 - C. **Governing Law.** This License will be governed by and interpreted in accordance with the laws of the State of New York, excluding its conflict of laws principles.
 - D. **Assignment.** You may not assign this License without Pictometry's prior written consent. Any assignment in violation of this License will be null, void and of no force and effect. For all purposes under this License, any merger, consolidation, spin-off, acquisition or change-in-control will be deemed an assignment.
 - E. **Partial Invalidity; Survival.** If any provision of this License is held invalid or unenforceable by competent authority, that provision will be construed so as to be limited or reduced to be enforceable to the maximum extent compatible with the law as it will then appear. The total invalidity or unenforceability of any particular provision of this License will not affect its other provisions and this License will be construed in all respects as if the invalid or unenforceable provision were omitted. The provisions of this License that by their nature would survive its termination will survive indefinitely.

- F. **Force Majeure.** Neither party will be liable for any costs or damages due to nonperformance under this License arising out of any cause not within the reasonable control of such party and without its fault or negligence. Neither party will be liable for any delay or failure in the performance of its obligations under this License that directly results from any failure of the other party to perform its obligations as set forth in this License.
- G. **Waiver.** No waiver of a breach of any term of this License will be effective unless in writing and duly executed by the waiving party. No such waiver will constitute a waiver of any subsequent breach of the same or any other term of this License. No failure on the part of a party to exercise, and no delay in exercising any of its rights hereunder will operate as a waiver thereof, nor will any single or partial exercise by a party of any right preclude any other or future exercise thereof or the exercise of any other right. No course of dealing between the parties will be deemed effective to modify, amend or discharge any part of this License or the rights or obligations of any party hereunder.
- H. **Entire Agreement; Construction.** This License contains the entire understanding of the parties with respect to the subject matter hereof and supersedes any prior or contemporaneous understandings regarding that subject matter. No amendment to or modification of this License will be binding unless in writing and signed by Pictometry. There are no representations, warranties, or obligations of any party not expressly contained herein. The headings in this License are for convenience only. They do not constitute a portion of this License and will not be used in any construction of it.

[END OF SOFTWARE LICENSE AGREEMENT]

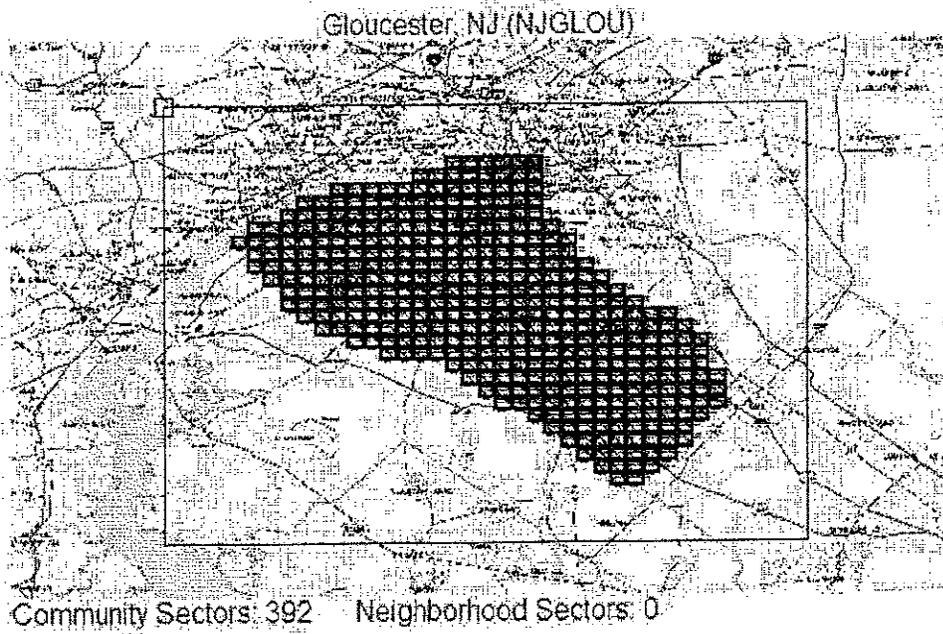
SECTION C

NON-STANDARD TERMS AND CONDITIONS

1. Online Services Eligible Users: Notwithstanding anything in the Online Services General Terms and Conditions incorporated in this Agreement to the contrary, the terms 'Eligible User' and 'Eligible Users' as defined in those Online Services General Terms and Conditions shall, for the purposes of this Agreement, also include each 'Authorized User' as that term is defined in the Delivered Content Terms and Conditions of Use incorporated in this Agreement.

[END OF NON-STANDARD TERMS AND CONDITIONS]

SECTOR MAP



POLITICAL CONTRIBUTION DISCLOSURE CERTIFICATION
Contracting Agency: County of Gloucester

New Jersey Law, provides that Gloucester County may not enter into a contract for more than \$17,500.00 (except contracts that are required by law to be publicly advertised for bids) with any business entity unless the County receives from that business entity a Political Contribution Disclosure Form.

The Disclosure Form requires the business entity to list political contributions that are set forth in N.J.S.A. 19:44A-20.26 and are reportable by the recipient pursuant to the provisions of N.J.S.A. 19:44A-1 et seq., and that were made by the business entity during the preceding 12 month period.

A business entity contracting with a county, independent authority, or board of election shall disclose contributions to: any State, county, or municipal committee of a political party; any legislative leadership committee; or any candidate committee of a candidate for, or holder of, an elective office of that public entity, of that county in which that public entity is located, of another public entity within that county, or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county, or any continuing political committee.

Accordingly, as a business entity to whom a contract may be awarded by the County, you are required to include with your contract proposal a list of all such contributions made during the preceding 12 months, indicating the date and amount of each contribution and the name of the recipient of each contribution.

Please list all such contributions below. (If no such contributions have been made, indicate "None"):

Date	Amount	Recipient's Name
None		

By signing below, you are certifying that the information you have provided is accurate, and that you are aware that if you have made any misrepresentation in this certification, then you and/or your business entity will be liable for any penalty permitted under the law.

Name of Business Entity: Pictometry International Corp.
Signed: [Signature] Title: Senior VP, Finance
Print Name: Linda K. Salpini Date: February 24, 2015

Note: Copies of certain portions of the applicable law are attached to this certification as an accommodation to the vendor. However, the vendor is responsible for determining and certifying its compliance with the applicable law.

PARTIAL SCHEDULE OF RELEVANT STATUTES

N.J.S.A. 19:44A-20.26 Not later than 10 days prior to entering into any contract having an anticipated value in excess of \$17,500, except for a contract that is required by law to be publicly advertised for bids, a State agency, county, municipality, independent authority, board of education, or fire district shall require any business entity bidding thereon or negotiating therefor, to submit along with its bid or price quote, a list of political contributions as set forth in this subsection that are reportable by the recipient pursuant to the provisions of P.L.1973, c.83 (C.19:44A-1 et seq.) and that were made by the business entity during the preceding 12 month period, along with the date and amount of each contribution and the name of the recipient of each contribution. A business entity contracting with a State agency shall disclose contributions to any State, county, or municipal committee of a political party, legislative leadership committee, candidate committee of a candidate for, or holder of, a State elective office, or any continuing political committee. A business entity contracting with a county, municipality, independent authority, other than an independent authority that is a State agency, board of education, or fire district shall disclose contributions to: any State, county, or municipal committee of a political party; any legislative leadership committee; or any candidate committee of a candidate for, or holder of, an elective office of that public entity, of that county in which that public entity is located, of another public entity within that county, or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county, or any continuing political committee.

The provisions of this section shall not apply to a contract when a public emergency requires the immediate delivery of goods or services.

b. When a business entity is a natural person, a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by any person or other business entity having an interest therein shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by: all principals, partners, officers, or directors of the business entity or their spouses; any subsidiaries directly or indirectly controlled by the business entity; or any political organization organized under section 527 of the Internal Revenue Code that is directly or indirectly controlled by the business entity, other than a candidate committee, election fund, or political party committee, shall be deemed to be a contribution by the business entity.

PARTIAL SCHEDULE OF RELEVANT STATUTES (continued)

c. As used in this section:

“business entity” means a natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of this State or of any other state or foreign jurisdiction;

“interest” means the ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit, as appropriate; and

“State agency” means any of the principal departments in the Executive Branch of the State Government, and any division, board, bureau, office, commission, or other instrumentality within or created by such department, the Legislature of the State and any office, board, bureau or commission within or created by the Legislative Branch, and any independent State authority, commission, instrumentality or agency.

d. Any business entity that fails to comply with the provisions of this section shall be subject to a fine imposed by the New Jersey Election Law Enforcement Commission in an amount to be determined by the commission which may be based upon the amount that the business entity failed to report.

BUSINESS ENTITY DISCLOSURE CERTIFICATION
Contracting Agency: County of Gloucester

N.J.S.A. 19:44A-20-4 et seq., commonly known as the New Jersey Local Unit Pay-to-Play Law, provides that Gloucester County may not award a contract for more than \$17,500.00 to any business entity which has made certain reportable campaign contributions unless the contract is awarded pursuant to a fair and open process.

Reportable campaign contributions (as defined by N.J.S.A. 19:44A-1 et seq.) may not have been made to any County committee of a political party in Gloucester County if a member of that political party is serving in an elective public office of Gloucester County at the time that the contract is awarded, or to any candidate committee of any person serving in an elective public office of Gloucester County when the contract is awarded.

The law further prohibits the business entity receiving the contract from making such contributions during the term of the contract, unless the contract is awarded pursuant to a fair and open process.

Having considered the limitations set forth above, the undersigned business entity hereby certifies that neither it nor anyone with an interest in it has, during the one year period preceding the award of the contract, made such a reportable contribution that would bar the award of a contract to it. The undersigned further certifies that neither it, nor anyone within an interest in it, will make any such contribution during the term of the contract awarded.

The undersigned is fully aware that if he/she has made any misrepresentation in this certification, he/she and/or the business entity will be liable for any penalty permitted under the law.

Name of Business Entity: Pictometry International Corp.
Signed: [Signature] Title: Senior VP, Finance
Print Name: Linda K. Salpini Date: February 24, 2015

Note: Copies of certain portions of the applicable law are attached to this certification as an accommodation to the vendor. However, the vendor is responsible for determining and certifying its compliance with the applicable law.

PARTIAL SCHEDULE OF RELEVANT STATUTES

19:44A-20.6. Person as business entity; contributions by spouse or child of person; contributions by persons having interest in business

When a business entity is a natural person, a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by any person or other business entity having an interest therein shall be deemed to be a contribution by the business entity.

19:44A-20.7. Definitions

As used in sections 2 through 12 of this act: [FN1]

"business entity" means any natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of this State or of any other state or foreign jurisdiction;

"interest" means the ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit, as appropriate;

"fair and open process" means, at a minimum, that the contract shall be: publicly advertised in newspapers or on the Internet website maintained by the public entity in sufficient time to give notice in advance of the contract; awarded under a process that provides for public solicitation of proposals or qualifications and awarded and disclosed under criteria established in writing by the public entity prior to the solicitation of proposals or qualifications; and publicly opened and announced when awarded. The decision of a public entity as to what constitutes a fair and open process shall be final.

"State agency in the Legislative Branch" means the Legislature of the State and any office, board, bureau or commission within or created by the Legislative Branch.

19:44A-20.8. Duty to report contributions

a. Prior to awarding any contract, except a contract that is awarded pursuant to a fair and open process, a State agency in the Legislative Branch, a county, or a municipality shall require the business entity to which the contract is to be awarded to provide a written certification that it has not made a contribution that would bar the award of a contract pursuant to this act.

PARTIAL SCHEDULE OF RELEVANT STATUTES

b. A business entity shall have a continuing duty to report to the Election Law Enforcement Commission any contributions that constitute a violation of this act that are made during the duration of a contract.

19:44A-20.9. Repayment of contribution

If a business entity makes a contribution that would cause it to be ineligible to receive a public contract or, in the case of a contribution made during the term of a public contract, that would constitute a violation of this act, the business entity may request, in writing, within 60 days of the date on which the contribution was made, that the recipient thereof repay the contribution and, if repayment is received within those 60 days, the business entity would again be eligible to receive a contract or would no longer be in violation, as appropriate.

19:44A-20.10. Violation of act by business entity; penalty

A business entity which is determined by the Election Law Enforcement Commission to have willfully and intentionally made a contribution or failed to reveal a contribution in violation of this act may be liable to a penalty of up to the value of its contract with the public entity and may be debarred by the State Treasurer from contracting with any public entity for up to five years.

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

Certificate of Availability of Funds

TREASURER'S NO. 15-01603 DATE Feb 25, 2015

BUDGET NUMBER - CURRENT YR 5-01-20-151-001-20653 B DEPARTMENT Off. of Assessment

AMOUNT OF CERTIFICATION \$38,215.00 COUNTY COUNSEL Eric Campo

DESCRIPTION:

Imagery Community -4-way C5(9in) per sector, Media Drive Capacity 931G-Drive Model IT EXTPOWER, Mosaic-Area wide (9in GSD;MrSID format individual) per Sector, Pictometry Connect-CA-100, Tiles - Standard (9in GSD; JPG format) Per Sector

VENDOR: Pictometry International Corp

ADDRESS: 100 Town Center Dr. Suite A

Rochester, NY 14623



DEPARTMENT HEAD APPROVAL

APPROVED

PURCHASING AGENT

RETURNED TO DEPARTMENT
NOT APPROVED

DATE PROCESSED _____

Meeting Date: March 18, 2015

B-1

RESOLUTION AUTHORIZING AN EASEMENT AND USE AGREEMENT WITH THE TOWNSHIP OF MONROE TO PERMIT THE COUNTY TO CONSTRUCT, INSTALL AND MAINTAIN A TOWER AND RELATED NECESSARY EQUIPMENT AT 295 WHITEHALL ROAD, WILLIAMSTOWN, NEW JERSEY 08094, BLOCK 8601, LOT 24

WHEREAS, the County has a need to construct, install and maintain a tower and related necessary equipment at Cecil Fire Company located at 295 Whitehall Road, Block 8601, Lot 24; and

WHEREAS, the County will be constructing, installing and maintaining a tower, radio equipment, shelter, 50 K W generator, and related necessary equipment at said location; and

WHEREAS, the Township of Monroe provides this Easement and Use Agreement at no cost to the County as said use provides for and enhances public safety and welfare; and

WHEREAS, if in the event the County installs cellular equipment on the tower, the Township of Monroe will receive 15% of any proceeds collected by the County of the Gloucester; and

WHEREAS, in order to formalize the above installation and services the County and the Township of Monroe shall enter into an Easement and Use Agreement; and

WHEREAS, the execution of this Easement and Use Agreement is in the best interest of the residents of Gloucester County to better service and communicate public safety communications for a more readily response to emergency situations.

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 and directed to execute and the Clerk of the Board is authorized to attest to the execution of an Easement and Use Agreement for the construction, installation and maintenance of a tower, radio equipment, shelter, 50 K W generator, and related necessary equipment at Cecil Fire Company located at 295 Whitehall Road, Block 8601, Lot 24.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, March 18, 2015, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

B-1

RESOLUTION R:58-2015

RESOLUTION OF THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF MONROE AUTHORIZING THE MAYOR TO EXECUTE AN EASEMENT AND USE AGREEMENT BETWEEN THE COUNTY AND THE TOWNSHIP OF MONROE TO PERMIT THE COUNTY TO CONSTRUCT, INSTALL AND MAINTAIN A TOWER AND RELATED NECESSARY EQUIPMENT AT 295 WHITEHALL ROAD WITHIN THE TOWNSHIP OF MONROE

WHEREAS, there exists a need to grant the County of Gloucester certain permanent non-exclusive easement and use rights for the property known as Block 8601, Lot 24 within the Township of Monroe; and

WHEREAS, the Township Council of the Township of Monroe has authorized the Mayor to execute an Easement and Use Agreement between the County of Gloucester and the Township of Monroe to permit the County to construct, install and maintain a tower, radio equipment, shelter and a 50 KW generator at the property located at 295 Whitehall Road, Block 8601, Lot 24 within the Township of Monroe; and

WHEREAS, it has been determined that the execution of this agreement is in the best interest of the residents of Gloucester County as to promote public safety within the Township of Monroe and the County of Gloucester.

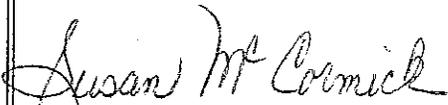
NOW THEREFORE, BE IT RESOLVED by the Township Council of the Township of Monroe, County of Gloucester, State of New Jersey, that the Mayor is hereby authorized to execute an Easement and Use Agreement between the County of Gloucester and the Township of Monroe for Block 8601, Lot 24, a copy of which is attached hereto.

ADOPTED at a meeting of the Township Council of the Township of Monroe on February 23, 2015.

TOWNSHIP OF MONROE


CNCL. PRES., FRANK J. CALIGIURI

ATTEST:



TWP. CLERK, SUSAN McCORMICK, RMC
OR DEPUTY CLERK, SHARON WRIGHT, RMC

LAW OFFICE OF
Charles A. Fiore
34 SOUTH MAIN STREET
P.O. BOX 525
LLIAMSTOWN, NEW JERSEY 08094

RESOLUTION R:58-2015

RESOLUTION OF THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF MONROE AUTHORIZING THE MAYOR TO EXECUTE AN EASEMENT AND USE AGREEMENT BETWEEN THE COUNTY AND THE TOWNSHIP OF MONROE TO PERMIT THE COUNTY TO CONSTRUCT, INSTALL AND MAINTAIN A TOWER AND RELATED NECESSARY EQUIPMENT AT 295 WHITEHALL ROAD WITHIN THE TOWNSHIP OF MONROE

CERTIFICATION OF CLERK

The foregoing resolution was duly adopted at a meeting of the Township Council of the Township of Monroe held on the 23rd day of February 2015 at the Municipal Building, 125 Virginia Avenue, Williamstown, New Jersey 08094.



TWP. CLERK, SUSAN McCORMICK, RMC
OR DEPUTY CLERK, SHARON WRIGHT, RMC

ROLL CALL VOTE

	Aye	Nay	Abstain	Absent
Cncl. Bryson	✓			
Cncl. Dilks				✓
Cncl. DiLucia	✓			
Cncl. Heffner	✓			
Cncl. McIlvaine	✓			
Cncl. Miller	✓			
Cncl. Pres. Caligiuri	✓			
TALLY:	6			1

B-1

EASEMENT AND USE AGREEMENT BETWEEN THE COUNTY AND THE TOWNSHIP OF MONROE TO PERMIT THE COUNTY TO CONSTRUCT, INSTALL AND MAINTAIN A TOWER AND RELATED NECESSARY EQUIPMENT AT 295 WHITEHALL ROAD, WILLIAMSTOWN, NEW JERSEY 08094, BLOCK 8601, LOT 24

WHEREAS, the County of Gloucester has a need to construct, install and maintain a tower and related necessary equipment at Cecil Fire Company located at 295 Whitehall Road, Block 8601, Lot 24; and

WHEREAS, the County of Gloucester will be constructing, installing and maintaining a tower, radio equipment, shelter, and a 50 KW generator at said location; and

WHEREAS, in order to formalize the above construction, installation and services the County of Gloucester and the Township of Monroe shall enter into an Easement and Use Agreement; and

WHEREAS, the execution of this Easement and Use Agreement is in the best interest of the residents of Gloucester County to better service and communicate public safety communications for a more readily response to emergency situations.

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

1. The Township of Monroe is the owner of a certain parcel of land known as 295 Whitehall Road, Williamstown, New Jersey 08094, Block 8601, Lot 24.
2. The Township of Monroe has agreed to authorize an Easement and Use Agreement between the County of Gloucester and the Township of Monroe to construct, install and maintain a tower, including a shelter, generator and related necessary equipment at Cecil Fire Company located at 295 Whitehall Road, Williamstown, New Jersey 08094, Block 8601, Lot 24.
3. The Township of Monroe provides this Easement and Use Agreement at no cost to the County of Gloucester as said use provides for and enhances public safety and welfare.
4. In the event that the County of Gloucester installs cellular equipment on the cell tower, the Township of Monroe will receive 15% of any proceeds collected by the County of Gloucester.
5. Use of Access Area – The County of Gloucester shall have ingress and egress rights granted by the Township of Monroe and the Township of Monroe hereby grants exclusive and unlimited access to the County of Gloucester and its' respective employees, contractors, necessary for the construction, installation,

maintenance, and use of tower, shelter, generator, the radio equipment and related necessary equipment.

6. Utility Easement – The Township of Monroe hereby grants and conveys to Gloucester County a non-exclusive right and easement to construct, install, maintain, repair, replace, use and related equipment and tie in any necessary utility lines to make the communication equipment viable at the site located at 295 Whitehall Road, Williamstown, New Jersey 08094, Block 8601, Lot 24.
7. The County of Gloucester shall maintain and repair the tower, shelter, generator, radio equipment and any necessary equipment used by the County of Gloucester and ownership shall remain in Gloucester County.
8. Insurance – The Township of Monroe shall maintain insurance for liability, in the minimum amount of one (\$1,000,000.00) million dollars for the telecommunications tower site and the County of Gloucester shall maintain for liability, in the minimum amount of one (\$1,000,000.00) million dollars for its antenna and equipment. This agreement shall not be intended to create any agency relationship and each party shall be responsible for its own insurance coverage for its respective equipment.
9. Workers Compensation Insurance – Any employees working for the County of Gloucester and/or contractors and vendors hired by the County of Gloucester shall be responsible for the insurance coverage and/or Workers Compensation Insurance by any employee. Likewise, the Township of Monroe should be responsible for any vendors, contractors and Workers Compensation Insurance for any of its employees that work at the Township of Monroe and at the tower site.
10. Compliance – The County of Gloucester and the Township of Monroe hereby warrant to each other that they have complied with any Federal, State, and Local Laws and Regulations including permits or other local authorizations or approvals as are required for telecommunications equipment.
11. This agreement shall be construed as not only an Easement Agreement for access to the site but also as a Use Agreement for the County of Gloucester to have the construct, install and maintain on the site and related telecommunications equipment.
12. This agreement shall be perpetual and shall run with the land as long as the County of Gloucester is in need of public safety communication and a tower. In the event that the acceptable antenna practice or use of telecommunications antennas and related equipment becomes obsolete, a new agreement shall be drawn between the parties if necessary.

13. The Township of Monroe acknowledges and agrees that the tower to be constructed shall be and continue to be owned by the County of Gloucester.
14. This agreement shall be construed and shall be interrupted under New Jersey Law.

ATTEST:

COUNTY OF GLOUCESTER

ROBERT N. DILELLA, CLERK

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

TOWNSHIP OF MONROE

Susan McCormick
SUSAN McCORMICK, RMC
MUNICIPAL CLERK

Daniel P. Tuffy
DANIEL P. TEEFY, MAYOR

C-1

**RESOLUTION AUTHORIZING CONTRACT CHANGE ORDER
INCREASE #02 WITH BUD CONCRETE, INC., BY \$5,800.00**

WHEREAS, the County of Gloucester (hereinafter the "County") previously received public bids for the construction of the County's roadway improvement project known as "Miscellaneous Concrete Replacement and Pedestrian Facilities Upgrade Project, Various Locations, County of Gloucester," Engineering Project #14-20 (hereinafter the "Project"); and

WHEREAS, a contract for the Project was awarded to Bud Concrete, Inc. (hereinafter "Bud"), with an office address of 133 Sewell Road, Sewell, NJ 08080 in the amount of \$165,700.00 (hereinafter the "Contract") by Resolution on November 5, 2014; and

WHEREAS, the Contract was previously revised by the County by Resolution on January 21, 2015 through Change Order #01 Increase in the amount of \$12,796.00; and

WHEREAS, Vincent M. Voltaggio, P.E., County Engineer, has recommended Change Order Increase #02, which will increase the total amount of the Contract with Bud by \$5,800.00, resulting in a new total contract amount of \$184,296.00; and

WHEREAS, the said change order is necessitated by construction of a new concrete landing and steps at the Surrogate Office; and

WHEREAS, the Purchasing Agent for the County has certified the availability of funds for Change Order Increase #02 in the amount of \$5,800.00, pursuant to C.A.F. #15-01897, which will be charged against budget line items C-04-08-018-310-18204.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester, that the above referenced Change Order Increase #02, with Bud Concrete, Inc. is approved in the amount of \$5,800.00, resulting in a new total adjusted contract amount for the Project of \$184,296.00, and the Director is hereby authorized to execute and the Clerk of the Board to attest to any documents 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, March 18, 2015, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

CA

Project 14-20

COUNTY OF GLOUCESTER
CHANGE ORDER FORM #2 INCREASE

- 1. Name & Address of Vendor: Bud Concrete Inc.
133 Sewell Road, Sewell NJ 08080
- 2. Description of Project or Contract: Miscellaneous Replacement and Pedestrian
Facilities Upgrade Project, Various
Locations, Gloucester County
- 3. Date of Original Contract: 11/5/2014
- 4. P.O. Number: 14-09244
- 5. Amount of Original Contract: \$165,700.00
- 6. Amount of Previously Authorized Change Orders \$12,796.00
- 7. Amount of this Change Order No. 2 \$5,800.00
- 8. New Total Amount of Contact \$184,296.00
(Total of Numbers 5, 6 & 7 Above)
- 9. Need or Purpose of this Change Order: New concrete landing and steps at Surrogate
Office

This change order requested by _____ on _____
(Department Head) (Date)

Accepted by Kurt Anderson on 2-3-15
(Vendor) (Date)

Approved by the Board of Chosen Freeholders, County of Gloucester

Attest:

By: _____
Robert N. DiLella, Clerk 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.

CHANGE ORDER NUMBER 2 INCREASE

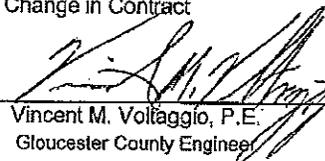
PROJECT	14-20 Miscellaneous Concrete Replacement and Pedestrian Facilities Upgrades
MUNICIPALITY	Various
COUNTY	Gloucester
CONTRACTOR	Bud Concrete, Inc.

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

<u>Item No.</u>	<u>Description</u>	<u>Quantity (+/-)</u>	<u>Unit Prices</u>	<u>Amount</u>
SUPPLEMENTALS				
10S	New Landing & Steps at Surrogate Office	1	\$5,800.00	\$5,800.00
Total Supplemental				\$5,800.00

Amount of Original Contract	\$165,700.00	Supplemental	\$5,800.00
Amount of Original Contract + Change Order No. 1	\$178,496.00	Extra	\$0.00
Amount of Original Contract + Change Order No. 1 & 2	\$184,296.00	Reduction	\$0.00
		Total Change	\$5,800.00

% Change in Contract 11.2227% Increase

 3-6-15
 Vincent M. Voltaggio, P.E. Date
 Gloucester County Engineer

Robert M. Damminger Date
 Freeholder Director

 2-3-15
 (Contractor) Date

C-1

COUNTY OF GLOUCESTER

CERTIFICATE OF AVAILABILITY OF FUNDS

PURCHASE ORDER # 15-01897 DATE February 05, 2015

BUDGET NUMBER C-04-08-018-310-18204 (\$5,800.00)

AMOUNT OF CERTIFICATION \$ 5,800.00

DEPARTMENT Engineering

COUNTY COUNSEL Emmett E. Primas, Esq.

DESCRIPTION OF PRODUCT OR SERVICE

Change Order Increase #02, for the construction of new concrete landing and steps at Surrogate for the project, "Miscellaneous Concrete Replacement and Pedestrian Facilities Upgrade Project, Various Locations, County of Gloucester" Engineering Project #14-20

VENDOR NAME Bud Concrete, Inc. ADDRESS 133 Sewell Road CITY/STATE/ZIP Sewell, NJ 08080

Vincent M. Voltaggio, P.E., County Engineer 3-10-15

DEPARTMENT HEAD APPROVAL

PURCHASING AGENT DATE

FREEHOLDER MEETING DATE March 18, 2015

WHITE: CLERK OF THE BOARD

PINK: PURCHASING DEPARTMENT

YELLOW: USING DEPARTMENT

GOLD: COUNTY COUNSEL

V:\Projects\14-20\Concrete Ped Ramps Change Order #02-Increase-02-18-2015\14-20 Bud Concrete Ped Ramps Change Order #02-Increase, C.A.F. (new form).doc

CJ

**RESOLUTION AUTHORIZING FINAL CONTRACT CHANGE ORDER #05-
DECREASE WITH P & A CONSTRUCTION, INC. BY \$128,550.90**

WHEREAS, the County of Gloucester (hereinafter the "County") previously received public bids for the construction of the County's roadway improvement project known as "Phase I Reconstruction of Egg Harbor Road, County Route 630, from Salina Road to Pembroke Drive, Washington Township, Gloucester County, Federal Project No. STP-4048(106) CON, Engineering Project #06-01FA (hereinafter the "Project"); and

WHEREAS, a contract for the construction of the Project was previously awarded to P & A Construction, Inc. (Contractor), with an office address of 650 Leesville Avenue, Rahway, New Jersey 07065, who was the lowest responsive and responsible bidder to construct the Project, as set forth in the specifications for the Project, for a total contract amount of \$6,209,751.69 passed by Resolution on August 21, 2013; and

WHEREAS, the Contract was previously revised by the County by Resolution on November 6, 2013 through Change Order #01-Increase in the amount of \$24,160.00; and

WHEREAS, the Contract was again revised by the County by Resolution on February 5, 2014 through Change Order #02-Increase in the amount of \$114,850.20; and

WHEREAS, the Contract was again revised by the County by Resolution on July 9, 2014 through Change Order #03-Increase in the amount of \$414,233.24; and

WHEREAS, the Contract was again revised by the County by Resolution on December 3, 2014 through Change Order #04-Decrease in the amount of \$51,708.07; and

WHEREAS, Vincent M. Voltaggio, P.E., County Engineer, has recommended Change Order Decrease #05-Final, which will decrease the total amount of the Contract with P & A Construction by \$128,550.90, resulting in a new total contract amount of \$6,582,736.16; and

WHEREAS, the said change order is based upon increases, decreases and supplementary quantities based upon actual 'as-built' quantities and projected to be used to satisfactorily complete the project. The overall change order results in a project cost decrease, resulting in a new total contract amount of \$6,582,736.16; and

WHEREAS, the Project is a 100% Federally funded project.

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

1. The hereinabove referenced final Change Order #05-Decrease reduces the County's Contract with P & A Construction for the Project in the amount of \$128,550.90, resulting in a new total adjusted contract amount of \$6,582,736.16, be, and the same hereby is, approved; and
2. The Freeholder Director is hereby authorized and directed to execute and the Clerk of the Board is authorized and directed to attest to the 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, March 18, 2015, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

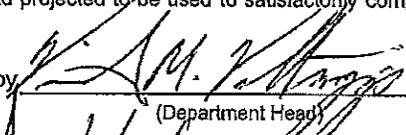
ROBERT M. DAMMINGER, DIRECTOR

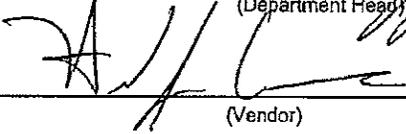
ATTEST:

ROBERT N. DILELLA, CLERK

**COUNTY OF GLOUCESTER
CHANGE ORDER FORM**

- 1. Name & Address of Vendor: P&A Construction, Inc.
P.O.Box 28
Colonia, NJ 07067
- 2. Description of Project or Contract: Phase 1- Reconstruction of Egg Harbor Road (CR630)
between Sallna Road And Pembrook Drive in the
Township of Washington
- 3. Date of Original Contract: 21-Aug-13
- 4. P.O. Number: 13-07143
- 5. Amount of Original Contract: \$6,209,751.69
- 6. Amount of Previously Authorized Change Order No.1 \$24,160.00
- 7. Amount of this Change Order No. 2: \$114,850.20
- 8. Amount of this Change Order No. 3: \$414,233.24
- 9. Amount of this Change Order No. 4: (\$51,708.07)
- 10. Amount of this Change Order No. 5 - Final: (\$128,550.90)
- 11. New Total Amount of Contact \$6,582,736.16
(Total of Numbers 5, 6, 7, 8, 9 & 10 Above)
- 12. Need or Purpose of this Change Order: Increases, decreases and supplementary quantities are based on
actual as built quantities used and projected to be used to satisfactorily complete the project. The project is
100% Federally funded.

This change order requested by  on 3-6-15
(Department Head) (Date)

Accepted by  on 3/4/15
(Vendor) (Date)

Approved by the Board of Chosen Freeholders, County of Gloucester

Attest:

By: _____
Robert N. DiLelia, 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.*

**NEW JERSEY DEPARTMENT OF TRANSPORTATION
LOCAL AID
FEDERAL AID CHANGE ORDER**

Sheet 1 of 2
Order No: 5 - Final
Order Letter:
Date: 02/20/2015

Project: Phase 1 - Reconstruction of Egg Harbor Road (CR630) between Salina Road and Pembroke Drive in the Township of Washington, Gloucester County, NJ
Federal Project No: STP-4048-(106)Con Doc. No. _____
Contractor: P&A Construction, Inc

You are hereby directed to implement the following changes in accordance with the provisions of the specifications for this contract.

Location of the proposed order: Egg Harbor Road, Township of Washington, NJ

Nature and reason for change order: Closeout change order. Increases, decreases and supplementary quantities are based on actual as built quantities used to satisfactorily complete the project.

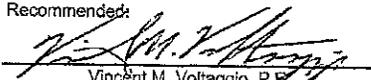
Extension Reduction of time recommended for this order: _____

CONTRACT AMOUNT	ROAD	BRIDGE	TOTAL
Adjusted amount based on orders No. 4:	\$6,711,287.06	\$0.00	\$6,711,287.06
Adjusted amount based on orders No. 5 - Final:	\$6,582,736.16	\$0.00	\$6,582,736.16

CONTRACT TIME
Original Completion Date: 10/25/2014
Adjustment This Order: (+ or -) <u>0</u>
Previous Adjustments: (+ or -) <u>0</u>
Adjusted Completion Date:

ORDER NO.	<input checked="" type="checkbox"/> Road	Bridge	<input type="checkbox"/> Other
<u>5</u>	Road	Bridge	Total
Extra Work:	\$0.00	\$0.00	\$0.00
Increases:	\$2,454.45	\$0.00	\$2,454.45
Decreases:	(\$131,005.35)	\$0.00	(\$131,005.35)
Total:	(\$128,550.90)	\$0.00	(\$128,550.90)

RESERVED FOR FHWA OR
F.T.A.

Recommended:

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

3-6-15
Date

Approved:

Robert M. Damming
Freeholder Director

Date

Approved for Funding Participation Purposes:

Manager, District #4, Local Aid Date

ALTERNATE PROCEDURES PROJECTS	
This order is approved for Federal participation:	
Director, Local Aid & Economic Development	Date

Accepted: 
Contractor's Authorized Signature

3/4/15
Date

Name: HERDWIN ASSUNCAO
Title: P.M.

CONTRACTS PAYABLE SECTION	
Reviewed by:	Date
Input Submitted by:	Date
Certification of Funds:	
Director of Accounting & Auditing	Date

Unprotested
 Protested by letter dated _____ attached.

NEW JERSEY DEPARTMENT OF TRANSPORTATION
LOCAL AID
FEDERAL AID CHANGE ORDER

Sheet 2 of 2
Order No: 5-Final
Order Letter:
Date: 02/20/2015

Project: Phase 1 - Reconstruction of Egg Harbor Road (CR630) between Salina Road and Pembroke Drive in the Township of Washington, Gloucester County, NJ
Federal Project No: STP-4048-(106)Con Doc. No.
Contractor: P&A Construction, Inc

ITEM NO.	DESCRIPTION	QUANTITY (+/-)	UNIT PRICE	AMOUNT
EXTRA WORK				
SUBTOTAL EXTRA WORK				\$0.00
INCREASES				
111	Regulatory and Warning Sign	0.3	\$31.50	\$9.45
152	Small Decidius Tree, 7' - 8' High, B&B	3	\$215.00	\$645.00
153	Deciduous Shrub, 3' - 4' High, B&B	36	\$50.00	\$1,800.00
SUBTOTAL INCREASES				\$2,454.45
DECREASES				
11	Haybale Check Dam w/Temporary Stone Outlet	-35	\$25.00	(\$875.00)
15	Removable Pumping station	-1	\$0.01	(\$0.01)
29	Temporary Crash Cushion, Quadguard 5 Baysx24"	-2	\$15,000.00	(\$30,000.00)
36	Police Traffic Directors	-194.5	\$60.00	(\$11,670.00)
38	Fuel Price Adjustment	-0.38185911	\$41,500.00	(\$15,838.85)
39	Asphalt Price Adjustment	-0.1499952	\$75,000.00	(\$11,249.64)
46	Geotextile, Roadway Stabilization	-48	\$0.50	(\$24.00)
54	Hot Mix asphalt Pavement Repair	-1700	\$25.00	(\$42,500.00)
88	Vinyl fence	-122	\$40.00	(\$4,880.00)
90	Concrete Sidewalk, 4" thick	-26	\$38.75	(\$1,007.50)
95	9" x 18" Concrete Vertical Curb	-13	\$14.50	(\$188.50)
105	RPM, Mono-Directional, White Lens	-1	\$23.75	(\$23.75)
106	RPM, Mono-Directional, Amber Lens	-8	\$23.75	(\$190.00)
107	RPM, Bi-Directional, Amber Lens	-20	\$23.75	(\$475.00)
112	Reset Sign	-1	\$105.00	(\$105.00)
142	Topsolling, 4" Thick	-1197	\$3.80	(\$4,548.60)
145	Fertilizing and Seeding, Type A-3	-1197	\$1.00	(\$1,197.00)
149	Wood Mulching, 2" thick	-49	\$7.50	(\$367.50)
150	Mowing	-1.5	\$150.00	(\$225.00)
151	Evergreen Tree, 5' - 6' High, B&B	-15	\$200.00	(\$3,000.00)
SUP 19	Vinyl Post and Rail Fence	-80	\$26.25	(\$2,100.00)
SUP 20	1gal. Junipers Ground Cover	-20	\$27.00	(\$540.00)
SUBTOTAL DECREASES				(\$131,005.35)
Total Amount Change Order No. 5 - Final				-\$128,550.90

Amount of Original Contract:	\$6,209,751.69
Adjusted Amount Based on Change Order No. 1:	\$6,233,911.69
Adjusted Amount Based on Change Order No. 2:	\$6,348,761.89
Adjusted Amount Based on Change Order No. 3:	\$6,762,995.13
Adjusted Amount Based on Change Order No.4:	\$6,711,287.06
Adjusted Amount Based on Change Order No.5:	\$6,582,736.16
Total Change (+ or -):	\$372,984.47
% of Change in Contract: [(+) Increase or (-) Decrease]	6.0064313%

2-3

RESOLUTION TO CONTRACT WITH SOUTH STATE, INC. FOR PROPOSED RESURFACING AND SAFETY IMPROVEMENTS TO NORTH MAIN STREET IN THE TOWNSHIP OF HARRISON FOR \$458,775.13

WHEREAS, the County of Gloucester (hereinafter the "County") advertised for the receipt of public bids for the construction of the County road improvement project known as "Proposed Resurfacing and Safety Improvements to North Main Street, Route 45, from Swedesboro Road (Route US 322/CR536) to Mill Road (Route US 322) in the Township of Harrison," Federal Project Number STP-0011(055), Engineering Project #14-09FA (hereinafter the "Project"); and

WHEREAS, bids were publicly received and opened for the Project by the County on February 20, 2015; and

WHEREAS, after following proper public bidding procedure, it was determined that South State, Inc. (hereinafter "South State"), with an office address of P.O. Box 68, 202 Reeves Road, Bridgeton, NJ 08302, was the lowest responsive and responsible bidder to construct the Project, as set forth in the specifications for the Project, for a total contract amount of \$458,775.13; and

WHEREAS, the County's Purchasing and Engineering Departments recommend award of a contract to South State for the Project; and the Contractor shall complete all work required for substantial completion of the Project within thirty (30) calendar 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 \$458,775.13, pursuant to C.A.F. #15-01887, which amount shall be charged against budget line items C-04-14-012-165-12237.

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 for the Project in the amount of FOUR HUNDRED FIFTY-EIGHT THOUSAND SEVEN HUNDRED SEVENTY-FIVE DOLLARS AND THIRTEEN CENTS (\$458,775.13), 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, March 18, 2015, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

C-3

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

THIS CONTRACT is made effective this 18th day of **March 2015**, 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 P.O. Box 68, 202 Reeves Road, 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 "Proposed Resurfacing and Safety Improvements to North Main Street, Route 45, from Swedesboro Road (Route US 322/CR536) to Mill Road (Route US 322) in the Township of Harrison," Federal Project Number STP-0011(055), Engineering Project #14-09FA (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 Thirty (30) calendar days after the issuance of the Notice to Proceed.

2. **COMPENSATION.** Contractor shall be compensated in the amount of \$458,775.13 for all labor and materials required to construct the **Project**, as per the Specifications issued by the County identified as 14-09FA (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 vendor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the vendor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

mediation.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

22. **CONTRACT PARTS.** This Contract consists of this Contract document and the Specifications, and the 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 **18th** day of **March 2015**.

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)

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

C-3

Certificate of Availability of Funds

TREASURER'S NO. 15-01887 DATE February 24, 2015

C-04-14-012-165-12237 (\$458,775.13)
BUDGET NUMBER - CURRENT YR _____ B _____ DEPARTMENT Engineering

AMOUNT OF CERTIFICATION \$458,775.13 COUNTY COUNSEL Emmett E. Primas, Esq.

DESCRIPTION: Construction Contract for the Engineering Project "Proposed Resurfacing and Safety Improvements to North Main Street, Route 45, from Swedesboro Road (Route US 322/CR536) to Mill Road (Route US 322) in the Township of Harrison," Federal Project Number STP-0011(055), Engineering Project #14-09FA

VENDOR: South State, Inc.
ADDRESS: P.O. Box 68
202 Reeves Road
Bridgeton, NJ 08302


DEPARTMENT HEAD APPROVAL
Vincent M. Voltaggio, P.E.
County Engineer

APPROVED
PURCHASING AGENT

RETURNED TO DEPARTMENT
NOT APPROVED

DATE PROCESSED _____ Meeting Date: March 18, 2015

Office of the County Engineer
County of Gloucester
 Resurfacing and Safety Improvements to North Main Street, Route 45, from Swedesboro Road, (Route US 322/CR536) to Mill Road (Route US 322) in the Township of Harrison
 Federal Project Number STP-0011 (035) Construction
 Engineering Project #14-09FA

Bid Date: Friday, February 20, 2015

Bid Time: 10:00 am

SUMMARY OF BIDS



SPECIFICATION NO. 14-09FA

Item No.	Description	Approx. Quantity	Unit	bidder 1 of 2		bidder 2 of 2		Unit Price	Amount
				Unit Price	Amount	Unit Price	Amount		
1	CONSTRUCTION LAYOUT	1	L.S.	\$1,000.00	\$1,000.00	\$7,500.00	\$7,500.00		
2	CLEARING SITE	1	L.S.	\$95,000.00	\$95,000.00	\$75,000.00	\$75,000.00		
3	EXCAVATION, UNCLASSIFIED	50	C.Y.	\$10.00	\$500.00	\$290.00	\$14,500.00		
4	HMA MILLING 3" OR LESS	9500	S.Y.	\$2.20	\$20,900.00	\$3.50	\$33,250.00		
5	TACK COAT	950	GAL	\$0.01	\$9.50	\$0.01	\$9.50		
6	HOT MIX ASPHALT 12.5MT/6 SURFACE COURSE, 2-1/2" THICK	1550	TONS	\$83.00	\$128,650.00	\$85.00	\$131,750.00		
7	HOT MIX ASPHALT 19M/4 BASE COURSE, 4" THICK	100	TONS	\$60.00	\$6,000.00	\$0.01	\$1.00		
8	DENSE-GRADED AGGREGATE BASE COURSE, 6" THICK	100	S.Y.	\$5.00	\$500.00	\$0.01	\$1.00		
9	RESET EXISTING CASTING	5	UNIT	\$100.00	\$500.00	\$500.00	\$2,500.00		
10	CONCRETE DRIVEWAY, REINFORCED, 6" THICK	150	S.Y.	\$90.00	\$13,500.00	\$96.50	\$14,475.00		
11	HOT MIX ASPHALT DRIVEWAY, 2" THICK	150	S.Y.	\$15.00	\$2,250.00	\$25.00	\$3,750.00		
12	9"x18" CONCRETE VERTICAL CURB	700	L.F.	\$35.00	\$24,500.00	\$70.00	\$49,000.00		
13	CONCRETE SIDEWALK (EXPOSED AGGREGATE) 4" THICK	500	S.Y.	\$100.00	\$50,000.00	\$145.00	\$72,500.00		
14	PUBLIC SIDEWALK CURB RAMP DELINEATION	120	S.F.	\$25.00	\$3,000.00	\$24.00	\$2,880.00		
15	INLET FILTER, TYPE 1	13	UNIT	\$0.01	\$0.13	\$100.00	\$1,300.00		
16	TRAFFIC MARKINGS, THERMOPLASTIC	1425	S.F.	\$2.40	\$3,420.00	\$0.50	\$712.50		
17	TRAFFIC STRIPES, LONG-LIFE, EPOXY RESIN, 4"	7900	L.F.	\$0.45	\$3,555.00	\$0.50	\$3,950.00		
18	REGULATORY AND WARNING SIGNS	175	S.F.	\$25.00	\$4,375.00	\$35.00	\$6,125.00		
19	RPM BI-DIRECTIONAL, AMBER LENS	30	UNIT	\$42.00	\$1,260.00	\$40.00	\$1,200.00		
20	RPM BI-DIRECTIONAL, BLUE LENS	5	UNIT	\$42.00	\$210.00	\$40.00	\$200.00		
21	BEAM GUIDE RAIL	700	L.F.	\$23.50	\$16,450.00	\$40.00	\$28,000.00		
22	TANGENT GUIDE RAIL TERMINAL	2	UNIT	\$3,250.00	\$6,500.00	\$3,415.00	\$6,830.00		
23	BEAM GUIDE RAIL ANCHORAGE	2	UNIT	\$900.00	\$1,800.00	\$950.00	\$1,900.00		
24	REMOVAL OF BEAM GUIDE RAIL	800	L.F.	\$1.00	\$800.00	\$5.00	\$4,000.00		
25	SAWING AND SEALING JOINTS IN HOT MIX ASPHALT OVERLAY	10400	L.F.	\$0.01	\$104.00	\$0.50	\$5,200.00		

bidder 1 of 2
 South State, Inc.
 202 Reeves Road, PO Box 68
 Bridgeton, NJ 08302
 Chester J. Oettinger, Jr. - President
 hbryan@southstateinc.com
 p 856.451.5300 f 856.455.3461

bidder 2 of 2
 R. E. Pierson Construction Co., Inc.
 426 Swedesboro, NJ 08098
 PO Box 430, Woodstown, NJ 08098
 Client M. Coles - Asst. Secretary
 info@repierson.com
 p 856.769.8244 f 856.769.5630

SUMMARY OF BIDS



SPECIFICATION NO. 14-09FA

Item No.	Description	Approx. Quantity	Unit	bidder 1 of 2		bidder 2 of 2		Unit Price	Amount
				Unit Price	Amount	Unit Price	Amount		
26	CAST IRON CURB PIECE, TYPE "N"	10	UNIT	\$350.00	\$3,500.00	\$350.00	\$3,500.00		
27	RESET WATER VALVE BOX	15	UNIT	\$10.00	\$150.00	\$50.00	\$750.00		
28	RESET GAS VALVE BOX	5	L.F.	\$10.00	\$50.00	\$50.00	\$250.00		
29	TURF REPAIR STRIP	700	L.F.	\$1.00	\$700.00	\$0.01	\$7.00		
30	PARTIAL DEPTH CONCRETE REPAIR	100	S.Y.	\$1.00	\$100.00	\$385.00	\$38,500.00		
31	FULL DEPTH CONCRETE REPAIR, CONCRETE CLASS A	100	S.Y.	\$1.00	\$100.00	\$450.00	\$45,000.00		
32	ASPHALT PRICE ADJUSTMENT	1	L.S.	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00		
33	FUEL PRICE ADJUSTMENT	1	L.S.	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00		
34	CONSTRUCTION SIGNS	500	S.F.	\$0.01	\$5.00	\$11.00	\$5,500.00		
35	POLICE TRAFFIC DIRECTORS	400	M.H.	\$60.00	\$24,000.00	\$60.00	\$24,000.00		
36	FLASHING ARROW BOARD, 4'x8'	2	UNIT	\$1.00	\$2.00	\$185.00	\$370.00		
37	TRAFFIC CONTROL TRUCK WITH MOUNTED CRASH CUSHIONS	2	UNIT	\$100.00	\$200.00	\$1,600.00	\$3,200.00		
38	POLYMERIZED JOINT ADHESIVE	2100	L.F.	\$1.00	\$2,100.00	\$1.60	\$3,360.00		
39	DRUM	200	UNIT	\$0.01	\$2.00	\$1.00	\$200.00		
40	TRAFFIC CONE	200	UNIT	\$0.01	\$2.00	\$1.00	\$200.00		
41	BREAKAWAY BARRICADE	50	UNIT	\$0.01	\$0.50	\$1.00	\$50.00		
42	TEMPORARY TRAFFIC STRIPES	7000	L.F.	\$0.19	\$1,330.00	\$0.50	\$3,500.00		
43	REFLECTIVE U-POST INSERTS	30	UNIT	\$35.00	\$1,050.00	\$25.00	\$750.00		
44-	NO ITEM	--	--		\$0.00		\$0.00		
101	FOUNDATION, TYPE SFT (30')	2	UNIT	\$3,200.00	\$6,400.00	\$3,400.00	\$6,800.00		
103	TRAFFIC SIGNAL STANDARD, STEEL, TYPE T (VALMONT - PLAINSBORO, BLACK POWDER COATED)	2	UNIT	\$5,300.00	\$10,600.00	\$5,600.00	\$11,200.00		
104	PEDESTRIAN PUSH BUTTON W/R10-25	2	UNIT	\$800.00	\$1,200.00	\$570.00	\$1,140.00		
105	RAPID FLASHING BEACON (CARMANAH R920 SERIES)	2	UNIT	\$8,000.00	\$16,000.00	\$7,285.00	\$14,570.00		
				Total Bid	\$458,775.13	Total Bid	\$635,881.00		

bidder 1 of 2
 South State, Inc.
 202 Reeves Road, PO Box 68
 Bridgeton, NJ 08302
 Chester J. Oettinger, Jr. - President
 hboyan@southstateinc.com
 p 856.451.5300 f 856.455.3461

bidder 2 of 2
 R.E. Pierson Construction Co., Inc.
 426 Swedesboro, NJ 08098
 PO Box 430, Woodstown, NJ 08098
 Cheryl M. Coles - Asst. Secretary
 info@repierson.com
 p 856.769.8244 f 856.769.5630

[Signature]
 Vincent M. Voltaggio, P.E.
 Gloucester County Engineer

2-23-15
 date

C-4

RESOLUTION TO CONTRACT WITH SOUTH STATE, INC. FOR IMPROVEMENTS TO COUNTY ROUTE 654 IN THE TOWNSHIP OF WASHINGTON FOR \$1,510,767.04

WHEREAS, the County of Gloucester (hereinafter the "County") advertised for the receipt of public bids for the construction of the County road improvement project known as "Improvements to Hurffville-Cross Keys Road (County Route 654), from Fries Mill Road (CR655) to the Cross Keys By-Pass (CR689) in the Township of Washington," Engineering Project #14-03SA (hereinafter the "Project"); and

WHEREAS, bids were publicly received and opened for the Project by the County on March 4, 2015; and

WHEREAS, after following proper public bidding procedure, it was determined that South State, Inc. (hereinafter "South State"), with an office address of P.O. Box 68, 202 Reeves Road, Bridgeton, NJ 08302, was the lowest responsive and responsible bidder to construct the Project, as set forth in the specifications for the Project, for a total contract amount of \$1,510,767.04; and

WHEREAS, the County's Purchasing and Engineering Departments recommend award of a contract to South State for the Project; and the Contractor shall complete all work required for substantial completion of the Project within one hundred twenty (120) calendar 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 \$1,510,767.04, pursuant to C.A.F. #15-01910, which amount shall be charged against budget line items C-04-14-012-165-12237 (\$1,100,000.00) and C-04-14-013-165-12237 (\$410,767.04) for a total of \$1,510,767.04.

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 for the Project in the amount of ONE MILLION FIVE HUNDRED TEN THOUSAND SEVEN HUNDRED SIXTY-SEVEN DOLLARS AND FOUR CENTS (\$1,510,767.04), 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, March 18, 2015, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

C-4

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

THIS CONTRACT is made effective this 18th day of **March 2015**, 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 P.O. Box 68, 202 Reeves Road, 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 "Improvements to Hurffville-Cross Keys Road (County Route 654), from Fries Mill Road (CR655) to the Cross Keys By-Pass (CR689) in the Township of Washington," Engineering Project #14-03SA (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 One Hundred Twenty (120) calendar days after the issuance of the Notice to Proceed.
2. **COMPENSATION.** Contractor shall be compensated in the amount of **\$1,510,767.04** for all labor and materials required to construct the **Project**, as per the Specifications issued by the County identified as **14-03SA** (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 vendor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the vendor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

mediation.

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

- B. Contract Performance Pending Mediation.** During mediation proceedings, Contractor shall continue to perform, and County shall continue to make payments pursuant to the terms of the Contract.
- C. When Mediation May be Demanded.** Prior to either party demanding mediation, the aggrieved party shall attempt to resolve the problem directly with the other party. The aggrieved party shall submit a written notice of dispute to the other party. The other party shall respond in writing.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

22. **CONTRACT PARTS.** This Contract consists of this Contract document and the Specifications, and the 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 18th day of **March 2015**.

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)

SUMMARY OF BIDS



SPECIFICATION NO. 14-03SA

Office of the County Engineer
County of Gloucester

Proposed Improvements to Huffville-Cross Keys Road (County Route 554), from Fries Mill Road (CR655) to the Cross Keys By-Pass (CR669) in the Township of Washington
Engineering Project #14-03SA

Bid Date: Wednesday, March 04, 2015

Bid Time: 10:00 am

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						
1	No Item				\$0.00		\$0.00		\$0.00		\$0.00
2	No Item				\$0.00		\$0.00		\$0.00		\$0.00
3	Construction Layout	LS	LS	\$5,000.00	\$5,000.00	\$17,600.00	\$17,600.00	\$50,000.00	\$50,000.00	\$60,000.00	\$60,000.00
4	No Item				\$0.00		\$0.00		\$0.00		\$0.00
5	Heavy-Duty Silt Fence	2200	LF	\$3.00	\$6,600.00	\$4.30	\$9,460.00	\$4.00	\$8,800.00	\$4.00	\$8,800.00
6	Hay Bale	10	Unit	\$10.00	\$100.00	\$5.00	\$50.00	\$75.00	\$750.00	\$0.01	\$0.10
7	Inlet Filter	45	Unit	\$10.00	\$450.00	\$37.00	\$1,665.00	\$240.00	\$10,800.00	\$0.01	\$0.45
8	Concrete Washout System	LS	LS	\$4,000.00	\$4,000.00	\$1,200.00	\$1,200.00	\$5,000.00	\$5,000.00	\$0.01	\$0.01
9	Oil Only Emergency Spill Kit, Type 1	1	Unit	\$100.00	\$100.00	\$245.00	\$245.00	\$1,000.00	\$1,000.00	\$0.01	\$0.01
10	Variable Message Board	2	Unit	\$9,000.00	\$18,000.00	\$2,710.00	\$5,420.00	\$15,000.00	\$30,000.00	\$0.01	\$0.02
11	Police Traffic Directors	700	Hour	\$60.00	\$42,000.00	\$60.00	\$42,000.00	\$60.00	\$42,000.00	\$60.00	\$42,000.00
12	Breakaway Barricade	50	Unit	\$0.01	\$0.50	\$1.00	\$50.00	\$0.01	\$0.50	\$0.01	\$0.50
13	Drum	200	Unit	\$0.01	\$2.00	\$1.00	\$200.00	\$0.01	\$2.00	\$0.01	\$2.00
14	Construction Sign	500	SF	\$0.01	\$5.00	\$1.00	\$500.00	\$9.00	\$4,500.00	\$0.01	\$3,750.00
15	Flashing Arrow Board, 4' x 8'	4	Unit	\$0.01	\$0.04	\$1,060.00	\$4,240.00	\$100.00	\$400.00	\$0.01	\$0.04
16	Traffic Cone	200	Unit	\$0.01	\$2.00	\$1.00	\$200.00	\$0.01	\$2.00	\$0.01	\$2.00
17	Traffic Control Truck with Mounted Crash Cushion	2	Unit	\$500.00	\$1,000.00	\$5,880.00	\$11,760.00	\$5,000.00	\$10,000.00	\$7,500.00	\$15,000.00
18	Fuel Price Adjustment	Dollar	Dollar	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
19	Asphalt Price Adjustment	Dollar	Dollar	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00
20	Clearing Site	LS	LS	\$20,000.00	\$20,000.00	\$49,450.00	\$49,450.00	\$68,668.00	\$68,668.00	\$20,000.00	\$20,000.00
21	Striping	2.5	Acres	\$25,000.00	\$62,500.00	\$10,800.00	\$27,000.00	\$5,000.00	\$12,500.00	\$7,500.00	\$18,750.00
22	Excavation, Unclassified	1800	CY	\$21.00	\$37,800.00	\$31.95	\$57,510.00	\$25.00	\$45,000.00	\$0.01	\$18.00
23	Controlled Low Strength Material	200	CY	\$1.00	\$200.00	\$76.50	\$15,300.00	\$130.00	\$26,000.00	\$90.00	\$18,000.00
24	No Item				\$0.00		\$0.00		\$0.00		\$0.00
25	Soil Aggregate	150	CY	\$15.00	\$2,250.00	\$41.10	\$6,165.00	\$40.00	\$6,000.00	\$0.01	\$1.50
26	Dense-Graded Aggregate Base Course, 6" Thick	8900	SY	\$6.00	\$53,400.00	\$7.70	\$68,530.00	\$8.50	\$75,650.00	\$8.00	\$71,200.00
27	HMA Milling, 3" and Variable	21000	SY	\$2.00	\$42,000.00	\$2.55	\$53,550.00	\$2.00	\$42,000.00	\$2.65	\$55,650.00
28	Tack Coat	3500	Gal	\$0.01	\$35.00	\$0.01	\$35.00	\$0.01	\$35.00	\$0.01	\$35.00
29	Hot Mix Asphalt 12.5M/7.6 Surface Course	4000	Ton	\$75.00	\$300,000.00	\$78.50	\$315,000.00	\$85.00	\$340,000.00	\$85.00	\$340,000.00
30	Hot Mix Asphalt 19M/6.4 Base Course	2300	Ton	\$70.00	\$161,000.00	\$74.35	\$171,005.00	\$80.00	\$184,000.00	\$75.00	\$172,500.00
31	Hot Mix Asphalt 9.5M/6.4 Leveling Course	750	Ton	\$70.00	\$52,500.00	\$67.00	\$50,250.00	\$63.00	\$47,250.00	\$85.00	\$63,750.00
32	15" Reinforced Concrete Pipe, Class IV	15	LF	\$130.00	\$1,950.00	\$67.65	\$1,014.75	\$145.00	\$2,175.00	\$75.00	\$1,125.00
33	18" Reinforced Concrete Pipe	30	LF	\$80.00	\$2,400.00	\$82.25	\$2,467.50	\$150.00	\$4,500.00	\$75.00	\$2,250.00
34	24" Perforated Reinforced Concrete Pipe	670	LF	\$100.00	\$67,000.00	\$94.25	\$63,147.50	\$110.00	\$73,700.00	\$200.00	\$134,000.00
35	24" Concrete Pipe End Treatment	890	LF	\$150.00	\$133,500.00	\$129.75	\$115,477.50	\$140.00	\$124,000.00	\$300.00	\$267,000.00
36	Inlet Type B	1	Unit	\$6,000.00	\$6,000.00	\$3,815.00	\$3,815.00	\$3,500.00	\$3,500.00	\$7,500.00	\$7,500.00
37	Inlet Type B2	1	Unit	\$10,000.00	\$10,000.00	\$5,835.00	\$5,835.00	\$5,500.00	\$5,500.00	\$7,500.00	\$7,500.00
39	Inlet Type C	2	Unit	\$10,000.00	\$20,000.00	\$4,395.00	\$8,790.00	\$4,000.00	\$8,000.00	\$7,500.00	\$15,000.00
40	Inlet Type C1	4	Unit	\$12,000.00	\$48,000.00	\$5,780.00	\$23,120.00	\$4,200.00	\$16,800.00	\$7,500.00	\$30,000.00

SUMMARY OF BIDS



SPECIFICATION NO. 14-03SA

Item No.	Description	Approx. Quantity	Unit	Unit Price	Amount	Bidder 1 of 4 Unit Price	Bidder 1 of 4 Amount	Bidder 2 of 4 Unit Price	Bidder 2 of 4 Amount	Bidder 3 of 4 Unit Price	Bidder 3 of 4 Amount	Bidder 4 of 4 Unit Price	Bidder 4 of 4 Amount
41	Inlet, Type E Modified	18	Unit	\$8,000.00	\$144,000.00								
42	Manhole, 4 Ft Diameter	2	Unit	\$6,000.00	\$12,000.00								
43	Manhole, 4 Ft Diameter, Doghouse	1	Unit	\$6,000.00	\$6,000.00								
44	Set Inlet Type B, Casting	1	Unit	\$1,200.00	\$1,200.00								
45	Reset Existing Casting	12	Unit	\$75.00	\$900.00								
46	Set Square Framed Manhole Casting, Circular Cover	2	Unit	\$3,000.00	\$6,000.00								
47	Bicycle Safe Grate	4	Unit	\$450.00	\$1,800.00								
48	Curb Piece	10	Unit	\$350.00	\$3,500.00								
49	No Item				\$0.00								
50	Concrete Sidewalk, 4" Thick	200	SY	\$90.00	\$18,000.00								
51	Hot Mix Asphalt Driveway, 2" Thick	230	SY	\$20.00	\$4,600.00								
52	Concrete Driveway, Reinforced, 6" Thick	80	SY	\$110.00	\$8,800.00								
53	Detachable Warning Surface	8	SY	\$200.00	\$1,600.00								
54	9" x 16" Concrete Vertical Curb	200	LF	\$26.00	\$5,200.00								
55	6" x 18" Concrete Vertical Curb	1800	LF	\$27.00	\$48,600.00								
56	Reset Granite Curb	30	LF	\$100.00	\$3,000.00								
57	Monolithic Curb and Gutter, 4" Face	1000	LF	\$30.00	\$30,000.00								
58	No Item				\$0.00								
59	Beam Guide Rail	137.5	LF	\$30.00	\$4,125.00								
60	Rub Rail	137.5	LF	\$11.00	\$1,512.50								
61	Flared Guide Rail Terminal	1	Unit	\$1,200.00	\$1,200.00								
62	Beam Guide Rail Anchorage	1	Unit	\$2,700.00	\$2,700.00								
63	No Item				\$0.00								
64	Traffic Strip, Epoxy Resin 4"	23500	LF	\$0.29	\$6,815.00								
65	Traffic Markings, Thermoplastic	5000	SF	\$2.95	\$14,750.00								
66	RPM, Bi-Directional, Amber Lens	150	Unit	\$24.00	\$3,600.00								
67	RPM, Mono-Directional, White Lens	120	Unit	\$24.00	\$2,880.00								
68	RPM, Bi-Directional, Blue Lens	10	Unit	\$24.00	\$240.00								
69	Regulatory And Warning Sign	250	SF	\$26.00	\$6,500.00								
70	Reset Fire Hydrant	1	Unit	\$1,800.00	\$1,800.00								
71	Relocate Fire Hydrant	2	Unit	\$2,300.00	\$4,600.00								
72	Reset Manhole, Sanitary Sewer, Using Existing Casting	12	Unit	\$400.00	\$4,800.00								
73	Reset Manhole, Sanitary Sewer, Using New Casting	2	Unit	\$800.00	\$1,600.00								
74	Reset 18" x 36" Junction Box	3	Unit	\$1,600.00	\$4,800.00								
75	Trimming Existing Tree, Over 12" to 18" Diameter	3	Unit	\$300.00	\$900.00								
76	Topsoiling, 4" Thick	5000	SY	\$4.00	\$20,000.00								
77	Fertilizing and Seeding, Type A-3	5000	SY	\$1.00	\$5,000.00								
78	Topsoil Stabilization, Type 2 Mat	2000	SY	\$10.00	\$20,000.00								
79	Straw Mulching	5000	SY	\$0.01	\$50.00								
				Total Bid*	\$1,510,767.04			Total Bid	\$1,589,935.63			Total Bid	\$1,650,000.00
				Total Bid*	\$1,510,767.04			Total Bid	\$1,589,935.63			Total Bid	\$1,629,577.13

Bidder 1 of 4
 South State, Inc.
 202 Reeves Road, PO Box 68
 Bridgeton, NJ 08302
 Chester J. Ottiger, Jr. - President
 jottiger@sonstestatic.com
 P 856.451.5300 F 856.455.3461

Bidder 2 of 4
 Cardinal Contracting Co., LLC
 1738 Route 206
 South Hampton, NJ 08088
 Michael J. Stovola - President
 cardinalcontractingcompany@bnc.com
 P 609.859.4100 F 609.859.4145

Bidder 3 of 4
 A. E. Stone, Inc.
 1435 Dougherty Road
 Egg Harbor Township, NJ 08234
 Steven C. Kurtz - President
 skurtz@aesinc.com
 P 609.641.2781 F 609.641.0374

Bidder 4 of 4
 P & A Construction, Inc.
 P.O. Box 28
 Columbia, NJ 07067
 Francisco A. Pinta, III - President
 fpinta@pacconstr.com
 P 732.381.3116 F 732.382.2074

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

3-6-15
 date

* - Line Item #32 multiplication over
 by \$130.00, error reflected in Total
 Bid of \$1,510,897.04; actual Total
 Bid shown above

C-4

15-01910

March 06, 2015

C-04-14-012-165-12232 (\$1,100,000.00)

C-04-14-013-165-12232 (\$410,767.04)

1,510,767.04

Engineering

Emmett E. Primas, Esq.

Construction Contract for the Engineering Project "Improvements to Hurffville-Cross Keys Road (County Route 654), from Fries Mill Road (CR655) to the Cross Keys By-Pass (CR689) in the Township of Washington," Engineering Project #14-03SA

South State, Inc.

202 Reeves Road, P.O. Box 68

Bridgeton, NJ 08302

Vincent M. Voltaggio, P.E., County Engineer

March 18, 2015

C-5

RESOLUTION TO DISCONTINUE AND VACATE THE COUNTY'S INTEREST IN ROWAN BOULEVARD ENTRUSTING IT TO THE SOLE JURISDICTION AND CONTROL OF THE BOROUGH OF GLASSBORO

WHEREAS, the County of Gloucester currently has concurrent ownership and control of Rowan Boulevard with the Borough of Glassboro and at this time the Board of Chosen Freeholders believe it prudent to relinquish the County's interest, thus giving full jurisdiction and control thereof to the Borough of Glassboro; and

WHEREAS, N.J.S.A. 27:16-28(a) provides the authority and procedure for the County of Gloucester to accomplish this objective.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester hereby vacates and discontinues its interest in the street known as Rowan Boulevard between Mullica Hill Road (CR 536) and Main Street (CR 553) leaving it under the complete jurisdiction and control of the Borough of Glassboro; and

BE IT FURTHER RESOLVED that pursuant to the afore-referenced statute, the Clerk of the Board of Chosen Freeholders will prepare a certified copy of this Resolution and serve the same upon the municipal clerk of Borough of Glassboro within ten days of the below date and file a certified copy with 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, March 18, 2015 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

F-1

RESOLUTION TO CONTRACT WITH DR. ROBERT W. HARRIS AND PITMAN ANIMAL HOSPITAL IN AN AMOUNT NOT TO EXCEED \$40,000.00; CROSS KEYS ANIMAL HOSPITAL IN AN AMOUNT NOT TO EXCEED \$30,000.00; AND CLAYTON VETERINARY ASSOCIATES, LLC, IN AN AMOUNT NOT TO EXCEED \$30,000.00, FOR VETERINARY SERVICES FROM APRIL 1, 2015 TO MARCH 31, 2016

WHEREAS, the Gloucester County Board of Chosen Freeholders and the Gloucester County Animal Shelter seek to reduce the number of unwanted pets and the number of animals that must be euthanized each year within the County of Gloucester; and

WHEREAS, through its Spay/Neuter Program, the Animal Shelter will continue to have adopted animals spayed or neutered at its expense prior to release to a new owner, whereupon the new owner will reimburse the County for all such expenses incurred; and

WHEREAS, there exists a need for the County to contract for spaying and neutering services and other services related to the sterilization of animals in compliance with the Gloucester County Animal Shelter's Spay/Neuter Program; and, for emergency veterinary services during normal business hours in compliance with the County's Animal Control Program; and

WHEREAS, the County further seeks to employ a veterinarian to provide professional veterinary consulting services, training of personnel, and for the provision of a valid New Jersey State veterinary license for the purpose of obtaining prescription drugs and supplies as outlined in RFP-015-009; and

WHEREAS, the County has requested proposals for the aforementioned services via RFP-015-009 from interested providers and has evaluated those proposals consistent with the County's fair and open procurement process and consistent with the terms and provisions of N.J.S.A. 19:44A-20.4; and

WHEREAS, the evaluation, based on the established criteria, concluded that Dr. Robert W. Harris and Pitman Animal Hospital, located at 654 N. Delsea Drive, Pitman, NJ 08071, be awarded a Contract in an amount not to exceed \$40,000.00, for spaying and neutering and other related services, emergency veterinary services during normal business hours and for certain consulting services from April 1, 2015 to March 31, 2016; and

WHEREAS, in addition, the evaluation, based on the established criteria, concluded that Cross Keys Animal Hospital, located at 2071 N. Black Horse Pike, Williamstown, NJ 08094, be awarded a Contract in an amount not to exceed \$30,000.00, for spaying and neutering and other related services and for emergency veterinary services during normal business hours from April 1, 2015 to March 31, 2016; and

WHEREAS, in addition, the evaluation, based on the established criteria, concluded that Clayton Veterinary Associates, LLC, located at 820 N. Delsea Drive, Clayton, NJ 08312, be awarded a Contract in an amount not to exceed \$30,000.00, for spaying and neutering and other related services and for emergency veterinary services during normal business hours from April 1, 2015 to March 31, 2016; and

WHEREAS, these Contracts shall be for estimated units of service and are thereby open-ended, which does not obligate the County to make any purchase; therefore, no Certificate of Availability of Funds is required at this time, and continuation of the Contracts beyond December 31, 2015 is conditioned upon the approval of the 2016 Gloucester County Budget; and

WHEREAS, these Contracts may be awarded pursuant to the provisions of the Local Public Contracts Law of the State of New Jersey in accordance with N.J.S.A. 40A11-5(a)(i), in that the subject matter of the Contract is for the provision of professional services.

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 Contracts with Dr. Robert W. Harris and Pitman Animal Hospital in an amount not to exceed \$40,000.00; Cross Keys Animal Hospital in an amount not to exceed \$30,000.00; and, Clayton Veterinary Associates in an amount not to exceed \$30,000.00 for services as set forth in RFP-015-009, including sterilization and related services, professional consultation services, and for emergency veterinary services from April 1, 2015 to March 31, 2016; and

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

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

ADOPTED at a regular meeting of the Board of Chosen Freeholders, County of Gloucester held on Wednesday, March 18, 2015, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

A

**CONTRACT BETWEEN
THE COUNTY OF GLOUCESTER
AND
DR. ROBERT W. HARRIS AND PITMAN ANIMAL HOSPITAL**

THIS CONTRACT is made effective the 1st day of April, 2015, by and between **THE COUNTY OF GLOUCESTER**, a body politic and corporate, with offices in Woodbury, New Jersey, hereinafter referred to as "**County**," and **DR. ROBERT W. HARRIS AND PITMAN ANIMAL HOSPITAL**, with offices located at 645 N. Delsea Drive, Pitman, NJ 08071, hereinafter referred to as "**Vendor**".

RECITALS

WHEREAS, there exists a need for the County to contract for spaying and neutering services and other services related to the sterilization of animals in compliance with the Gloucester County Animal Shelter's Spay/Neuter Program; and, for emergency veterinary services during normal business hours in compliance with the County's Animal Control Program; and

WHEREAS, the County further seeks to employ a veterinarian to provide professional veterinary consulting services, training of personnel, and for the provision of a valid NJ State veterinary license for the purpose of obtaining prescription drugs and supplies as outlined in **RFP-015-009**; and

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

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

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

TERMS OF AGREEMENT

1. **TERM**. This Contract shall be effective for the period commencing April 1, 2015 and concluding March 31, 2016.
2. **COMPENSATION**. Contract shall be for estimated units of service, in an amount not to exceed \$40,000.00, as per Vendor's response to RFP-015-009 submitted by Vendor dated February 23, 2015.

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

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

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

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

3. **DUTIES OF VENDOR.** The specific duties of the Vendor shall be as set forth in the County's RFP-015-009 document, and Vendor's responsive proposal dated February 23, 2015, which are incorporated by reference in their entirety and made part of this Contract.

Vendor agrees that it has or will comply with, and where applicable shall continue throughout the period of this Contract to comply with, all of the requirements set out in RFP-015-009.

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 Contractor or its agents.

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

A. Pursuant to the termination provisions set forth in the RFP-015-009, 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 its obligations under this Contract, or if the Vendor shall violate any of the covenants, agreements, or stipulations of this Contract, the County shall thereupon have the right to terminate this Contract by giving written notice to the Vendor of such termination and specifying the effective date thereof. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Vendor under this Contract, shall be forthwith delivered to the County.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

21. **CONTRACT PARTS.** This Contract consists of this Contract document, RFP-015-009 issued by the County of Gloucester and Vendor's responsive proposal dated February 23, 2015. Should there occur a conflict between this form of Contract and the County's RFP-015-009, then this Contract shall prevail. If there should occur a conflict between this Contract or RFP-015-009 issued by the County of Gloucester and the Vendor's responsive proposal dated February 23, 2015, then this Contract or the RFP, as the case may be, shall prevail.

THIS CONTRACT is made effective the 1st day of April, 2015.

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

ATTEST:

COUNTY OF GLOUCESTER

ROBERT N. DILELLA, CLERK

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

PITMAN ANIMAL HOSPITAL

DR. ROBERT W. HARRIS, OWNER

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**CONTRACT BETWEEN
THE COUNTY OF GLOUCESTER
AND
CROSSKEYS ANIMAL HOSPITAL**

THIS CONTRACT is made effective the 1st day of April, 2015, by and between **THE COUNTY OF GLOUCESTER**, a body politic and corporate, with offices in Woodbury, New Jersey, hereinafter referred to as "**COUNTY**," and **CROSSKEYS ANIMAL HOSPITAL**, with offices located at 2071 N. Black Horse Pike, Williamstown, NJ 08094, hereinafter referred to as "**VENDOR**".

RECITALS

WHEREAS, there exists a need for the County to contract for spaying and neutering services and other services related to the sterilization of animals in compliance with the Gloucester County Animal Shelter's Spay/Neuter Program; and, for emergency veterinary services during normal business hours in compliance with the County's Animal Control Program as set forth in RFP-015-009; and

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

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

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

TERMS OF AGREEMENT

1. **TERM**. This Contract shall be effective for the period commencing April 1, 2015 and concluding March 31, 2016.
2. **COMPENSATION**. Contract shall be for estimated units of service, in an amount not to exceed \$30,000.00, as per the Vendor's response to RFP-015-009 submitted by Vendor dated February 23, 2015.

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

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

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

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

3. **DUTIES OF VENDOR.** The specific duties of the Vendor shall be as set forth in the County's RFP-015-009 document, and Vendor's responsive proposal dated February 23, 2015, which are incorporated by reference in their entirety and made part of this Contract.

Vendor agrees that it has or will comply with, and where applicable shall continue throughout the period of this Contract to comply with, all of the requirements set out in RFP-015-009.

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 Contractor or its agents.

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

A. Pursuant to the termination provisions set forth in the RFP-015-009, 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 its obligations under this Contract, or if the Vendor shall violate any of the covenants, agreements, or stipulations of this Contract, the County shall thereupon have the right to terminate this Contract by giving written notice to the Vendor of such termination and specifying the effective date thereof. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Vendor under this Contract, shall be forthwith delivered to the County.

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

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

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

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

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

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

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

The County shall review the certificate for sufficiency and compliance with this paragraph, and approval of said certificate and policy shall be necessary prior to this Contract taking effect. Vendor also hereby agrees to continue said policy in force and effect for the period of the applicable statute of limitations following the termination of this Contract and shall

provide the County with copies of certificates of insurance as the certificates may be renewed during that period of time.

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

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

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

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

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

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

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

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

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

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

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

21. **CONTRACT PARTS.** This Contract consists of this Contract document, RFP-015-009 issued by the County of Gloucester and Vendor's responsive proposal dated February 23, 2015. Should there occur a conflict between this form of Contract and the County's RFP-015-009, then this Contract shall prevail. If there should occur a conflict between this Contract or RFP-015-009 issued by the County of Gloucester and the Vendor's responsive proposal dated February 23, 2015, then this Contract or the RFP, as the case may be, shall prevail.

THIS CONTRACT is made effective the 1st day of April, 2015.

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

ATTEST:

COUNTY OF GLOUCESTER

ROBERT N. DILELLA, CLERK

ROBERT M. DAMMINGER, DIRECTOR

WITNESS:

CROSSKEYS ANIMAL HOSPITAL

(Please Print Name)

F1

**CONTRACT BETWEEN
THE COUNTY OF GLOUCESTER
AND
CLAYTON VETERINARY ASSOCIATES, LLC**

THIS CONTRACT is made effective the 1st day of **April, 2015**, by and between **THE COUNTY OF GLOUCESTER**, a body politic and corporate, with offices in Woodbury, New Jersey, hereinafter referred to as "**County**," and **CLAYTON VETERINARY ASSOCIATES, LLC**, with offices located at 820 N. Delsea Drive, Clayton, NJ 08312, hereinafter referred to as "**Vendor**".

RECITALS

WHEREAS, there exists a need for the County to contract for spaying and neutering services and other services related to the sterilization of animals in compliance with the Gloucester County Animal Shelter's Spay/Neuter Program; and, for emergency veterinary services during normal business hours in compliance with the County's Animal Control Program as set forth in RFP-015-009; and

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

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

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

TERMS OF AGREEMENT

1. **TERM**. This Contract shall be effective for the period commencing April 1, 2015 and concluding March 31, 2016.

2. **COMPENSATION**. Contract shall be for estimated units of service, in an amount not to exceed \$30,000.00, as per the Vendor's response to RFP-015-009 submitted by Vendor dated February 23, 2015.

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

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

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

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

3. **DUTIES OF VENDOR.** The specific duties of the Vendor shall be as set forth in the County's RFP-015-009 document, and Vendor's responsive proposal dated February 23, 2015, which are incorporated by reference in their entirety and made part of this Contract.

Vendor agrees that it has or will comply with, and where applicable shall continue throughout the period of this Contract to comply with, all of the requirements set out in RFP-015-009.

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 Contractor or its agents.

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

A. Pursuant to the termination provisions set forth in the RFP-015-009, 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 its obligations under this Contract, or if the Vendor shall violate any of the covenants, agreements, or stipulations of this Contract, the County shall thereupon have the right to terminate this Contract by giving written notice to the Vendor of such termination and specifying the effective date thereof. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Vendor under this Contract, shall be forthwith delivered to the County.

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

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

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

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

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

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

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

The County shall review the certificate for sufficiency and compliance with this paragraph, and approval of said certificate and policy shall be necessary prior to this Contract taking effect. Vendor also hereby agrees to continue said policy in force and effect for the period of the applicable statute of limitations following the termination of this Contract and shall

provide the County with copies of certificates of insurance as the certificates may be renewed during that period of time.

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

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

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

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

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

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

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

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

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

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

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

21. **CONTRACT PARTS.** This Contract consists of this Contract document, RFP-015-009 issued by the County of Gloucester and Vendor's responsive proposal dated February 23, 2015. Should there occur a conflict between this form of Contract and the County's RFP-015-009, then this Contract shall prevail. If there should occur a conflict between this Contract or RFP-015-009 issued by the County of Gloucester and the Vendor's responsive proposal dated February 23, 2015, then this Contract or the RFP, as the case may be, shall prevail.

THIS CONTRACT is made effective the 1st day of April, 2015.

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

ATTEST:

COUNTY OF GLOUCESTER

ROBERT N. DILELLA, CLERK

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

CLAYTON VETERINARY ASSOCIATES,
LLC

(Please Print Name)

PITMAN ANIMAL HOSPITAL

654 N. DELSEA DRIVE, PITMAN, NJ 08071
P: (856) 582-7500 F: (856) 589-5607

Robert W. Harris, V.M.D.
Joshua Erde, V.M.D.
Sabra Olsen, D.V.M.
Alex Collada, D.V.M.

Dana Fite, V.M.D.
Melissa Berg, V.M.D.
Andrea Shinn, D.V.M.
Genevieve LaFerriere, D.V.M.

Geraldine Kaufman, D.V.M. Diplomat, ACVIM SA Internal Medicine

February 23, 2015

Proposal for providing Spay, Neuter, Rabies Services during normal business hours.

- A) The name of the proposer and principal place of business where services will be provided is Robert W. Harris, VMD, principal owner of Pitman Animal Hospital, 654 North Delsea Drive, Pitman, NJ.
- B) Pitman Animal Hospital was established 28 years ago (April, 1987) and over the past six years has had an average of 40 employees.
- C) Robert W. Harris, VMD, graduated from University of Pennsylvania School of Veterinary Medicine in 1977. He has been in small animal practice for over thirty years. Dr. Harris has been a member of the Gloucester County Shelter Advisory Committee since 1989. He has served as the veterinary consultant to the county shelter since 2002.
- D) Over the past twenty years, services of the types being proposed were provided at Pitman Animal Hospital.
 - Local boarding kennels—
 - Woof Daycare & Boarding, Mantua, NJ 856-553-6871
 - Sandy Hill Kennel, Deptford, NJ 856-468-5060
 - Karma Kennel, Clayton, NJ 856-881-2109
 - Halo House Kennel, Franklinville, NJ 856-694-0980Over thirty years experience in small animal medicine and surgery.
- E) Robert W. Harris, VMD, and Pitman Animal Hospital shall provide all services stated in the request for proposal for Spay, Neuter and Rabies vaccination services. Services will be provided at Pitman Animal Hospital, 654 North Delsea Drive, Pitman, NJ. Services shall be provided from 8:00am to 4:00pm Monday through Friday. Veterinarian will be responsible for the insertion of a microchip while the animal is under anesthesia. All chips and documentation will be supplied by the Animal Shelter and will accompany each animal delivered for surgery.
- F) See attached copies of Doctor's licenses.
- G) Pitman Animal Hospital has Worker's Compensation and Employee's Liability Insurance in accordance with New Jersey law.
- H) Pitman Animal Hospital, and Robert W. Harris, VMD, and all employees have not been disbarred, suspended or otherwise prohibited from professional practice.
- I) Pitman Animal Hospital is located on Delsea Drive, Pitman. It is approximately 4 miles from the Gloucester County Shelter and centrally located within the county. Robert W. Harris will be available for any meetings or training at the County's facility.
- J) See attached (Affirmative Action Statement)
- K) See attached (Non-Collusion Affidavit)

- L) See attached (Owner Disclosure Statement)
- M) Robert W. Harris will comply with general terms and conditions and enter into the county's standard Professional Services Contract.
- N) All services will be performed within the United States.
- O) See Attached (Business Registration Statement)

Cost Proposal

Female Canine Alter:	\$115.50
Male Canine Alter:	\$115.50
Female Feline Alter:	\$ 72.50
Male Feline Alter:	\$ 72.50
Rabies vaccination:	\$ 15.00
1st Office Exam:	\$ 29.00 *
Microchip Insertion:	\$ 10.00

*This fee is charged by Pitman Animal Hospital to the new adoptive family at the time of the first examination. This exam includes meeting with the client for a scheduled appointment, i.e. an exit appointment the day of surgery.

Robert W. Harris
Robert W. Harris, VMD

PITMAN ANIMAL HOSPITAL

654 N. DELSEA DRIVE, PITMAN, NJ 08071
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Genevieve LaFerriere, D.V.M.

Geraldine Kaufman, D.V.M. Diplomat, ACVIM SA Internal Medicine

February 23, 2015

Proposal for providing consulting services for medical concerns at the Gloucester County Animal Shelter.

- A) The name of the proposer, and principal place of business where services will be provided is Robert W. Harris, VMD, principle owner of Pitman Animal Hospital, 654 North Delsea Drive, Pitman, NJ.
- B) Pitman Animal Hospital was established 28 years ago (April, 1987) and over the past six years has had an average of 40 employees.
- C) Robert W. Harris, VMD, graduated from University of Pennsylvania School of Veterinary Medicine in 1977. He has been in small animal practice for over thirty years. Dr. Harris has been a member of the Gloucester County Shelter Advisory Committee since 1989. He has served as the veterinary consultant to the county shelter since 2002.
- D) Over the past twenty years, services of the types being proposed were provided at Gloucester County Animal Shelter.
Local boarding kennels—
Woof Daycare & Boarding, Mantua, NJ 856-553-6871
Sandy Hill Kennel, Deptford, NJ 856-468-5060
Karma Kennel, Clayton, NJ 856-881-2109
Halo House Kennel, Franklinville, NJ 856-694-0980
Over thirty years experience in small animal medicine and surgery.
- E) Robert W. Harris and Pitman Animal Hospital shall provide all services outlined in the request for proposal for consulting veterinarian by:
 - 1) Providing on-site visits to the shelter at a frequency requested by the shelter director and shelter technician.
 - 2) Providing telephone consultations Monday through Friday 9:00am to 8:00pm and Saturday 9:00am to 12:00pm
 - 3) Providing training to shelter staff.
 - 4) Providing consultation for animals that are presented by the shelter to Pitman Animal Hospital.
 - 5) Providing New Jersey State Veterinary license number for purposes of ordering prescription medication and maintaining kennel license.
 - 6) In the event that the Animal Shelter facility at 1200 N. Delsea Drive, Clayton becomes inoperable due to an internal or local catastrophic event, a Veterinarian from this office will respond to the designated site to oversee the administration of first aid and perform necessary euthanasia.
- F) See attached.
- G) See attached.

- H) Pitman Animal Hospital has Worker's Compensation and Employee's Liability Insurance in accordance with New Jersey law.
- I) Pitman Animal Hospital, and Robert W. Harris, VMD, and all employees have not been disbarred, suspended or otherwise prohibited from professional practice.
- J) Pitman Animal Hospital is located on Delsea Drive, Pitman. It is approximately 4 miles from the Gloucester County Shelter and centrally located within the county. Robert W. Harris will be available for any meetings or training at the County's facility.
- K) See attached.
- L) See attached.
- M) See attached.
- N) Robert W. Harris will comply with general terms and conditions and enter into the county's standard Professional Services Contract.
- O) All services will be performed within the United States.

Cost Proposal

\$ 825.00 per month, not to exceed \$ 10,500.00 per year.

Robert W. Harris

Robert W. Harris, V.M.D.

PITMAN ANIMAL HOSPITAL

654 N. DELSEA DRIVE, PITMAN, NJ 08071
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February 23, 2015

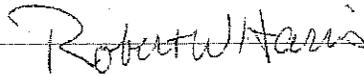
Proposal for providing Emergency Veterinary Services during normal business hours.

- A) The name of the proposer and principal place of business where services will be provided is Robert W. Harris, VMD, principal owner of Pitman Animal Hospital, 654 North Delsea Drive, Pitman, NJ.
- B) Pitman Animal Hospital was established 28 years ago (April, 1987) and over the past six years has had an average of 40 employees.
- C) Robert W. Harris, VMD, graduated from University of Pennsylvania School of Veterinary Medicine in 1977. He has been in small animal practice for over thirty years. Dr. Harris has been a member of the Gloucester County Shelter Advisory Committee since 1989. He has served as the veterinary consultant to the county shelter since 2002.
- D) Over the past twenty years, services of the types being proposed were provided at Gloucester County Animal Shelter.
 - Local boarding kennels—
 - Woof Daycare & Boarding, Mantua, NJ 856-553-6871
 - Sandy Hill Kennel, Deptford, NJ 856-468-5060
 - Karma Kennel, Clayton, NJ 856-881-2109
 - Halo House Kennel, Franklinville, NJ 856-694-0980Over thirty years experience in small animal medicine and surgery.
- E) Robert W. Harris, VMD, and Pitman Animal Hospital shall provide all services stated in the request for proposal for emergency veterinary services. Services will be provided at Pitman Animal Hospital, 654 North Delsea Drive, Pitman, NJ. Services shall be provided from 8:00am to 8:00pm Monday through Friday and Saturdays from 8:00am to 2:00pm. Services provided shall be based on the Stabilization Protocol established by the Gloucester County Shelter.
- F) When a treated animal is medically fit, Pitman Animal Hospital will notify the County to transport the animal to the shelter. If it is necessary to hold the animal at the hospital for continued medical treatment, the Veterinarian will confirm this with the Shelter Director.
- G) In the event that the owner of an animal is located and the patient is still located at Pitman Animal Hospital, the hospital will be responsible to collect payment directly from the owner. The County will not be responsible for unpaid charges.
- H) See attached.
- I) See attached.
- J) Pitman Animal Hospital has Worker's Compensation and Employee's Liability Insurance in accordance with New Jersey law.
- K) Pitman Animal Hospital, and Robert W. Harris, VMD, and all employees have not been disbarred, suspended or otherwise prohibited from professional practice.

- L) Pitman Animal Hospital is located on Delsea Drive, Pitman. It is approximately 4 miles from the Gloucester County Shelter and centrally located within the county. Robert W. Harris will be available for any meetings or training at the County's facility.
- M) See attached (Affirmative Action Statement)
- N) See attached (Non-Collusion Affidavit)
- O) See attached (Owner Disclosure Statement)
- P) Robert W. Harris will comply with general terms and conditions and enter into the county's standard Professional Services Contract.
- Q) See attached (Business Registration Statement)
- R) All services will be performed within the United States.

Cost Proposal

Each animal presented for emergency treatment shall be charged at a rate not to exceed \$65.00



Robert W. Harris, VMD

f-1

February 23, 2015

To Whom It May Concern:

Cross Keys Animal Hospital will provide the following services to Gloucester County Animal Shelter at the prices stated:

Emergency Services during normal business hours – Maximum \$65.00

Female Canine Spay - \$98.00

Male Canine Neuter - \$98.00

Female Feline Spay - \$76.00

Male Feline Neuter - \$76.00

Rabies Vaccine - \$12.00

Microchip - \$18.00

If you have any questions please contact Debbie Uhle at (856) 740-3700.

Mary Van Kooy, V.M.D.



Deborah Masso, D.V.M.



Proposal for Veterinary Services for Gloucester County Animal Shelter

I, Judy Morgan, D.V.M, of Clayton Veterinary Associates, L.L.C. located at 820 N. Delsea Drive, Clayton, NJ 08312, am submitting this proposal to administer Emergency Veterinary Services & Spay/Neuter Services to Gloucester County Animal Shelter. Clayton Veterinary Associates, L.L.C. has been an established business since 1995. Over the last three years we have averaged 12 employees, which include veterinarians, veterinary assistants, veterinary technicians, managers and receptionists.

Neither Clayton Veterinary Associates, L.L.C., or any individuals employed by Clayton Veterinary Associates, L.L.C. are disbarred, suspended or otherwise prohibited from professional practice by any federal, state, or local agency.

Clayton Veterinary Associates, L.L.C. only operates within the State of New Jersey.

Clayton Veterinary Associates, L.L.C. carries policies for Worker's Compensation and Employer's Liability Insurance through Farm & Family Insurance Co.

Veterinarian(s)

Judy Morgan, D.V.M., graduated from the University of Illinois in 1984, is a licensed Veterinarian in the State of New Jersey and has practiced veterinary medicine since graduation.

Dr. Michael Anthony, V.M.D., graduated from the University of Pennsylvania in 2004, is a licensed Veterinarian in the State of New Jersey and has practiced veterinary medicine since graduation.

Veterinary Technicians

1. Cindy Holden, G.C.V.T., is a graduate certified veterinary technician who has been employed with this practice since 1997.
2. Carly Przywara, C.V.T., is a certified veterinary technician who has been employed with the practice since 2006.
3. Kristy Reimel, L.V.T. is a licensed veterinary technician who has been employed with the practice since August of 2013.

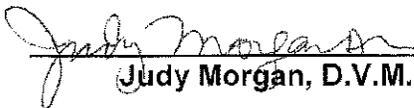
CLAYTON VETERINARY ASSOCIATES (856) 881-7470

Over the past seventeen years Clayton Veterinary Associates, L.L.C. has provided Emergency Veterinary Services and Spay/Neuter Services to Gloucester County Animal Shelter with little increase in charges on a yearly basis. Clayton Veterinary Associates, L.L.C. wishes to continue to provide these services with fees as listed below.

Female Canine Alter:	\$116.00
Male Canine Alter:	\$116.00
Female Feline Alter:	\$74.00
Male Feline Alter:	\$74.00
Rabies Vaccination:	\$13.00
1 st Office Exam:	\$29.00
Microchip Implantation	\$10.00

Clayton Veterinary Associates, L.L.C. will comply with the general terms and conditions required by the county and enter in to the county's standard professional services contract. The practice will be available for day time emergency cases Monday- Wednesday, 9am to 7pm and Thursday - Friday 9am to 6pm and Saturday 9am to 1pm and will follow the Emergency Care Stabilization Outlines at a rate of up to \$65.00 per emergency case.

Either myself, or my Business Manager are available for meetings, conferences, training and/or emergency response at the County's Facilities as requested by the County and its representatives.



Judy Morgan, D.V.M.

2-23-15
Date

f1

BASIS OF AWARD

(To be completed by County evaluation committee)

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

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

RFP -015-009 - Veterinary Services- Pitman Animal Hospital

<p style="text-align: center;">EVALUATION FACTORS</p> <p>Points awarded will be based on the information contained in the technical proposal, any supplemental information obtained and information gathered during the interview, if one is conducted.</p>	<p style="text-align: center;">SCORE</p>
<p>A. Proposal contains all required checklist information <u> 5 </u> points All required documentation submitted.</p>	<p style="text-align: center;">5</p>
<p>B. <u>Relevance and Extent of Qualifications, Experience, and Training of Personnel to be assigned</u> All services including Emergency work, Consulting and Spay Neuter Services to be performed with very experienced staff. <u> 25 </u> points</p>	<p style="text-align: center;">24</p>
<p>C. <u>Relevance and Extent of Similar Engagements performed</u> Performs all duties as requested by Shelter Director. Vendor is currently performing all functions listed with experienced staff to perform duties listed in the RFP. <u> 25 </u> points</p>	<p style="text-align: center;">23</p>
<p>D. <u>Plan for performing engagement is realistic, thorough, and demonstrates knowledge of requirements and personnel availability</u> Vendor will perform all duties listed and is our current vendor for this Service. Very knowledgeable to perform all duties requested as well as Providing a license for kennel operations. <u> 25 </u> points</p>	<p style="text-align: center;">24</p>
<p>E. Reasonableness of Cost Proposal Pricing is the industry standard for services indicated in the RFP. Emergency Services 65.00, Dog Spay Neuter 115.50, Feline Spay Neuter 72.50, Rabies 15.00 <u> 20 </u> points</p>	<p style="text-align: center;">15</p>
<p style="text-align: center;">TOTALS</p>	<p style="text-align: center;">91</p>

f1

BASIS OF AWARD

(To be completed by County evaluation committee)
(100 Point total will be used to determine the Award)

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

RFP -015-009 - Veterinary Services- Cross Keys Animal Hospital

<p style="text-align: center;">EVALUATION FACTORS</p> <p>Points awarded will be based on the information contained in the technical proposal, any supplemental information obtained and information gathered during the interview, if one is conducted.</p>	<p style="text-align: center;">SCORE</p>
<p>A. Proposal contains all required checklist information <u>5</u> points All required paperwork submitted.</p>	<p style="text-align: center;">5</p>
<p>B. <u>Relevance and Extent of Qualifications, Experience, and Training of Personnel to be assigned</u> Bid on daytime emergencies. Currently performs this function for the County. <u>25</u> points</p>	<p style="text-align: center;">21</p>
<p>C. <u>Relevance and Extent of Similar Engagements performed</u> Currently performs emergency work as directed by Shelter Director. <u>25</u> points</p>	<p style="text-align: center;">23</p>
<p>D. <u>Plan for performing engagement is realistic, thorough, and demonstrates knowledge of requirements and personnel availability</u> Qualified to perform emergency duties as required. <u>25</u> points</p>	<p style="text-align: center;">23</p>
<p>E. Reasonableness of Cost Proposal Pricing is the lowest submitted for the services listed. Emergency Services 65.00, Dog Spay Neuter 98.00, Feline Spay Neuter 76.00, Rabies 12.00 <u>20</u> points</p>	<p style="text-align: center;">18</p>
<p>TOTALS</p>	<p style="text-align: center;">90</p>

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BASIS OF AWARD

(To be completed by County evaluation committee)
(100 Point total will be used to determine the Award)

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

RFP -015-009- Veterinary Services- Clayton Animal Hospital

EVALUATION FACTORS	SCORE
<p>Points awarded will be based on the information contained in the technical proposal, any supplemental information obtained and information gathered during the interview, if one is conducted.</p>	
<p>A. Proposal contains all required checklist information _____ <u>5</u> _____ points All required documentation submitted.</p>	5
<p>B. <u>Relevance and Extent of Qualifications, Experience, and Training of Personnel to be assigned</u> Bid on daytime emergencies and Spay neuter. _____ <u>25</u> _____ points</p>	24
<p>C. <u>Relevance and Extent of Similar Engagements performed</u> Currently performs emergency work as directed by Shelter Director. _____ <u>25</u> _____ points</p>	23
<p>D. <u>Plan for performing engagement is realistic, thorough, and demonstrates knowledge of requirements and personnel availability</u> Qualified to perform emergency duties as required. _____ <u>25</u> _____ points</p>	23
<p>E. Reasonableness of Cost Proposal Pricing is the highest submitted. Emergency Services 65.00, Dog Spay Neuter 116.00, Feline Spay Neuter 74.00, Rabies 13.00 _____ <u>20</u> _____ points</p>	13
<p>TOTALS</p>	88

F-2

RESOLUTION EXTENDING THE CONTRACT WITH JC MAGEE SECURITY SOLUTIONS FROM APRIL 6, 2015 TO APRIL 5, 2017 IN AN AMOUNT NOT TO EXCEED \$50,000.00 PER YEAR

WHEREAS, the County of Gloucester entered into a Contract with JC Magee Security Solutions on March 27, 2013 for the supply of locking hardware and locksmith services from April 6, 2013 to April 5, 2015 in an amount not to exceed \$50,000.00 per year; and

WHEREAS, the specifications of the Contract provided for an extension, at the option of the County, for an additional one (1) two (2) year period or two (2) one (1) year periods; and

WHEREAS, the Director of the Buildings and Grounds Department has recommended that the option to extend be exercised, extending the term of the Contract from April 6, 2015 to April 5, 2017 in an amount not to exceed \$50,000.00 per year; and

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

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

NOW, THEREFORE, BE IT RESOLVED that the Board of Chosen Freeholders of the County of Gloucester hereby exercises its option to extend the Contract with JC Magee Security Solutions for the supply of locking hardware and locksmith services from April 6, 2015 to April 5, 2017 in an amount not to exceed \$50,000.00 per year and the County Purchasing Agent is directed to so inform the Contractor; and

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

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, March 18, 2015, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ATTEST:

ROBERT M. DAMMINGER, DIRECTOR

ROBERT N. DILELLA, CLERK

fz

<p>PD 013-010 Bid Opening 2/26/2013 10:00am</p>			
<p>PROPOSAL FOR SUPPLYING LOCKING HARDWARE AND LOCKSMITH SERVICES</p>			
<p>VENDOR: JC Magee Security Solutions 888-USA-LOCK-LLC 1113 N. Broad st. 393 Davidsons Mill Rd. Woodbury, NJ 08096 Jamesburg, NJ 08831 John C. Magee - Pres. Michael DiCicco - Pres. 856 845-3434 732 656-7883 856 845-3024 FAX 732 656-7884 Fax</p>			
ITEM	DESCRIPTION		
1	Locksmith service performed during regular hours	\$95,000	\$60.00
2	Locksmith services performed during overtime hours and emergency service	142,500	\$85.00
3	Discount from retail price for locking hardware and parts	0.250	15%
Variations: (if any)		NONE	BID IS REJECTED FOR INCOMPLETE BID BOND
<p>THIS A (2) TWO YEAR CONTRACT WITH 1 (2) YEAR EXTENSION OR 2 (1) YEAR EXTENSIONS.</p>			
Will you extend your prices to local government entities within the County		YES	YES
Bid specifications sent to:		Independent Hardware James Doorcheck Inc.	Bell's Security Sales
<p>Based upon the bids received, I recommend JC Magee Security Solutions be awarded the contract as the lowest responsive, responsible bidder.</p>			
		Sincerely,	
		Robert J. McErlane	
		Purchasing	

F-3

RESOLUTION AMENDING THE CONTRACT WITH GREENSCAPE LANDSCAPE COMPANY TO INCREASE THE MAXIMUM AMOUNT BY \$18,000.00 RESULTING IN A CONTRACT AMOUNT NOT TO EXCEED \$108,000.00

WHEREAS, the Board of Chosen Freeholders of the County of Gloucester adopted a Resolution on June 25, 2014, authorizing the execution of a Contract between the County of Gloucester and Greenscape Landscape Company, with offices at 733 Willow Grove Avenue, Glenside, PA 19038 for the provision of tree trimming and removal services, as per PD# 014-017; and

WHEREAS, the existing Contract was from August 19, 2014 to August 18, 2016 in an amount not to exceed \$90,000.00 per year; and

WHEREAS, additional services are needed for the time period from August 19, 2014 to August 18, 2015; and

WHEREAS, the amendment shall be for estimated units of service, in an amount not to exceed \$18,000.00, resulting in a Contract amount not to exceed \$108,000.00 for the term August 19, 2014 to August 18, 2015. The Contract is therefore open ended and does not obligate the County of Gloucester to make any purchase; and therefore no Certificate of Availability of Funds is required at this time; and

WHEREAS, all terms and provisions of the original Contract that are not amended herein shall remain in full force and effect.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that the Director of the Board be and is hereby authorized to execute and the Clerk of the Board be and is hereby authorized to attest to an amendment to the Contract between the County of Gloucester and Greenscape Landscape Company to increase the Contract by an amount not to exceed \$18,000.00 resulting in a Contract amount not to exceed \$108,000.00 from August 19, 2014 to August 18, 2015; and

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

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, March 18, 2015, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

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**AMENDMENT TO CONTRACT
BETWEEN
THE COUNTY OF GLOUCESTER
AND
GREENSCAPE LANDSCAPE COMPANY**

THIS is an amendment to a certain Contract dated August 19, 2014, by and between **Greenscape Landscape Company**, with offices at 733 Willow Grove Avenue, Glenside, PA 19038, 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 Contractor and County in the above-described Contract for the provision of tree trimming and removal of services, Contractor and County hereby agree to amend the Contract as follows:

The Contract is amended to increase the dollar amount by an amount not to exceed \$18,000.00 resulting in a new Contract amount not to exceed \$108,000.00 for the first year of the Contract from August 19, 2014 to August 18, 2015.

All other terms and provisions of the Contract that are consistent with this Addendum shall remain in full force and effect.

THIS AMENDMENT is effective as of the 18th day of March, 2015

ATTEST:

COUNTY OF GLOUCESTER

ROBERT N. DILELLA, CLERK

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

GREENSCAPE LANDSCAPE COMPANY

ROBERT DAMENJIAN, PRESIDENT

13

<p>PD 014-017 Bid Opening 5/20/2014</p>		
<p>TRIMMING AND OR REMOVAL OF TREES FOR THE COUNTY OF GLOUCESTER AND EXISTING UNITS WITHIN THE COUNTY AS ALLOWED THROUGH THE COUNTY CONTRACT PURCHASING SYSTEM NUMBER CK-01-GC</p>		
		<p>Vendor: Greenscape Landscape Con. 733 Willow Grove Ave Glenside, PA 19038 Robert Damenjian Pres. 215 881-7103 215 881-7107 Fax</p>
ITEM	DESCRIPTION	
<p>REGULAR MAINTENANCE (NON-PREVALING WAGE)</p>		
1	Non-emergency per hour time & material (2 man crew and equipment)	\$220.00
2	Ground Man (as needed) per hour rate	\$50.00
3	Flagman (as needed) per hour rate	\$30.00
4	Stump Removal/Grinding per hour rate (2 man crew and equipment)	\$70.00
5	Emergency (8 hours response) per hour time and material	\$220.00
<p>CONSTRUCTION, RENOVATION, REPAIR OR DEMOLITION (PREVALING WAGE PROJECT)</p>		
6	Non-emergency per hour time & material (2 man crew and equipment)	\$220.00
7	Ground Man (as needed) per hour rate	\$50.00
8	Flagman (as needed) per hour rate	\$30.00
9	Stump Removal/Grinding per hour rate (2 man crew and equipment)	\$70.00
10	Emergency (8 hours response) per hour time and material	\$220.00
<p>Variations: 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>Doni's Lawn Maker Prime Vendor L&F Martin Landscape</p>		
<p>AS/ Construction Journal Rockland Tree Service Adams Greenscapes Executive Commercial Maintenance</p>		
<p>THIS IS A TWO (2) YEAR CONTRACT WITH ONE TWO (2) YEAR EXTENSION</p>		
<p>Based upon the bids received, I recommend Greenscape Landscape Contractors be awarded the contract as the lowest responsive, responsible bidder.</p>		
		<p>Sincerely, Robert J. McErlane Purchasing</p>

6-1

RESOLUTION AUTHORIZING EXECUTION OF A LICENSE MAINTENANCE AGREEMENT WITH UNITRONIX DATA SYSTEMS, INC., FOR MAINTENANCE OF PROPRIETARY SOFTWARE FOR THE DIVISION OF SOCIAL SERVICES FROM APRIL 1, 2015 TO MARCH 31, 2016 FOR \$58,199.28

WHEREAS, the County of Gloucester has determined that there is a need for the provision of maintenance of proprietary software (ABACUS, Fraud Collection Turnkey System (web), in the amount of \$39,850.87 and A.O.S.S. Card Registration (Web), in the amount of \$18,348.41, for the Division of Social Services; and

WHEREAS, the County of Gloucester has recommended that said services be provided by Unitronix Data Systems, Inc., with offices at 1124 Route 202, Raritan, New Jersey 08869, for a total contract amount of \$58,199.28, from April 1, 2015 to March 31, 2016; and

WHEREAS, the service related to this contract is for the support and maintenance of proprietary computer software, and is an exception to the Local Public Contracts law, as described and provided in N.J.S.A. 40A:11-5(1)(dd); and

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

WHEREAS, the Purchasing Agent has certified the availability of funds in the amount of \$58,199.28 pursuant to CAF #15-01496, which amount shall be charged against budget line item 5-01-27-345-002-64105.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that the Freeholder Director be and is hereby authorized to execute and the Clerk of the Board be and is hereby authorized to attest to a License Maintenance Agreement between the County of Gloucester and Unitronix Data Systems, Inc., for the maintenance of propriety software (ABACUS, and AOSS Card Registration) for a total contract amount of \$58,199.28, from April 1, 2015 to March 31, 2016.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, March 18, 2015, at Woodbury New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

3/18/15

G1

LICENSE MAINTENANCE AGREEMENT

Agreement dated April 1, 2015 between Unitronix Data Systems, Inc., (hereinafter called "UDS") a New Jersey Corporation, with an office in Raritan, New Jersey 08869 and Gloucester County Division of Social Services (hereinafter called "customer") a New Jersey Agency, having a principal place of business at 400 Hollydell Drive, Sewell, New Jersey 08080.

By its acceptance hereof, UDS agrees to provide service and maintenance for the equipment and software listed in Schedule A below, customer agrees to provide remote access to servers as required, and any supplements to Schedule A so identified and signed by both parties (said equipment and software being hereinafter called "the equipment" or "the software"), at the location(s) specified below. The customer agrees to be responsible for maintaining daily backup of data for all systems and honor all ABACUS® and A.O.S.S.® Copyrights. Either party reserves the right to terminate this agreement at any time with 30 days notice to the other party for any reason or no reason.

SCHEDULE A

ITEM QTY DESCRIPTION

System I - ABACUS® Fraud Collection Turnkey System (Web)

Software

1.	1	ABACUS® Server License	
2.	13	ABACUS® Web License for connection to state Window XP computers thru ethernet for Fraud Dept.	
3.	1	Suse-Linux Operating System 9.2	
4.	1	Microsoft 2003 Operating System w/25 license	
5.	1	(UDS) Quarterly Program updates from Unitronix Data Systems with mandatory updates for Federal & State level compliancy	\$39,850.87

System II - A.O.S.S.® Card Registration (Web)

Software

6.	1	Card Registration Server License	
7.	7	Card Registration Web License	
8.	1	Ievs Server License	
9.	1	Ievs Workstation license	
10.	1	PCanywhere v11.5	
11.	1	BackUp MyPC to CD's	
12.	3	Macro programs for labels	\$18,348.41

Hardware System I

13.	1	Suse 9.2 Program Server consisting of, Pentium 4, 2.8 GHz, 1 GB Memory, system cabinet, power supply, CD-burner, 1.44 floppy, 32 MB graphics card, Intel motherboard, 100/1000 LAN, UPS	
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Hardware System II

14.	1	Microsoft 2003 Web-Data Server consisting of, Pentium 4, 2.8 GHz, 1GB Memory, system cabinet, power supply, CD-burner, 1.44 floppy, 32 MB graphics card, Intel motherboard, 100/1000 LAN, UPS, US Robotics Internal modem, IOGEAR 4 port switch	
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Miscellaneous Hardware

- 15. 2 Strobe XP200 scanners for ABACUS® workstations
- 16. 3 SmartLabel 100 printers for Card Registration workstations

1. SOFTWARE LICENSE MAINTENANCE INCLUDES:

- a. Shipping charges for mailing media from UDS to customer.
- b. Support of existing programs written by UDS.
- c. Answers to questions and problems that may occur on a daily basis.
- d. Telephone charges from UDS to customer.
- e. License to use software

2. SOFTWARE MAINTENANCE DOES NOT INCLUDE:

- a. Shipping charges for mailing media from customer to UDS.
- b. Writing new programs that are not on the current system, operating system upgrades or file conversions.
- c. Loss of data or operating systems due to hardware malfunction or operator negligence such as, but not limited to; copying diskettes incorrectly, reformatting drives, viruses, failure/incorrectly backing up files, Acts of God, etc.
- d. Telephone charges from customer to UDS.

Commencement Date : 04/01/15 through 03/31/16

Yearly Charge : \$58,199.28

Location : 400 Hollydell Drive, Sewell, New Jersey 08080

In witness whereof, the parties hereto have caused this agreement to be executed by their authorized representative as of the day and year first above written.

UNITRONIX DATA SYSTEMS, INC.

COUNTY OF GLOUCESTER

By: Richard A. Bittle 2/3/15
Name : Richard A. Bittle Date
Title: Secretary

By: _____ Date
Robert M. Damminger
Freeholder Director

ROBERT N. DILELLA, CLERK *Date*

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

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Certificate of Availability of Funds

TREASURER'S NO. 15-01496 DATE 2-17-15

BUDGET NUMBER - CURRENT YR 5-01-27-345-002-64105 B _____ DEPARTMENT Social Services

AMOUNT OF CERTIFICATION \$58,199.28 COUNTY COUNSEL Matt Lyons

DESCRIPTION: System Maintenance For 4-1-15 thru 3-31-16

VENDOR: Unitronix Data Systems Inc

ADDRESS: 1134 Route 202
Raritan NJ 08869

[Signature]
DEPARTMENT HEAD APPROVAL

APPROVED [Signature]
PURCHASING AGENT

RETURNED TO DEPARTMENT
 NOT APPROVED

DATE PROCESSED 2-23-15

March 18, 2015
Freeholder Meeting

BUSINESS ENTITY DISCLOSURE CERTIFICATION
Contracting Agency: County of Gloucester

N.J.S.A. 19:44A-20-4 et seq., commonly known as the New Jersey Local Unit Pay-to-Play Law, provides that Gloucester County may not award a contract for more than \$17,500.00 to any business entity which has made certain reportable campaign contributions unless the contract is awarded pursuant to a fair and open process.

Reportable campaign contributions (as defined by N.J.S.A. 19:44A-1 et seq.) may not have been made to any County committee of a political party in Gloucester County if a member of that political party is serving in an elective public office of Gloucester County at the time that the contract is awarded, or to any candidate committee of any person serving in an elective public office of Gloucester County when the contract is awarded.

The law further prohibits the business entity receiving the contract from making such contributions during the term of the contract, unless the contract is awarded pursuant to a fair and open process.

Having considered the limitations set forth above, the undersigned business entity hereby certifies that neither it nor anyone with an interest in it has, during the one year period preceding the award of the contract, made such a reportable contribution that would bar the award of a contract to it. The undersigned further certifies that neither it, nor anyone within an interest in it, will make any such contribution during the term of the contract awarded.

The undersigned is fully aware that if he/she has made any misrepresentation in this certification, he/she and/or the business entity will be liable for any penalty permitted under the law.

Name of Business Entity: Unitronix Data Systems, Inc.
Signed: [Signature] Title: Systems Coordinator
Print Name: JOHN L. BUSIEN Date: 2/20/05

Note: Copies of certain portions of the applicable law are attached to this certification as an accommodation to the vendor. However, the vendor is responsible for determining and certifying its compliance with the applicable law.

POLITICAL CONTRIBUTION DISCLOSURE CERTIFICATION
Contracting Agency: County of Gloucester

New Jersey Law, provides that Gloucester County may not enter into a contract for more than \$17,500.00 (except contracts that are required by law to be publicly advertised for bids) with any business entity unless the County receives from that business entity a Political Contribution Disclosure Form.

The Disclosure Form requires the business entity to list political contributions that are set forth in N.J.S.A. 19:44A-20.26 and are reportable by the recipient pursuant to the provisions of N.J.S.A. 19:44A-1 et seq., and that were made by the business entity during the preceding 12 month period.

A business entity contracting with a county, independent authority, or board of election shall disclose contributions to: any State, county, or municipal committee of a political party; any legislative leadership committee; or any candidate committee of a candidate for, or holder of, an elective office of that public entity, of that county in which that public entity is located, of another public entity within that county, or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county, or any continuing political committee.

Accordingly, as a business entity to whom a contract may be awarded by the County, you are required to include with your contract proposal a list of all such contributions made during the preceding 12 months, indicating the date and amount of each contribution and the name of the recipient of each contribution.

Please list all such contributions below. (If no such contributions have been made, indicate "None"):

Date	Amount	Recipient's Name
<i>None</i>		

By signing below, you are certifying that the information you have provided is accurate, and that you are aware that if you have made any misrepresentation in this certification, then you and/or your business entity will be liable for any penalty permitted under the law.

Name of Business Entity: Unitronix Data Systems Inc
Signed: [Signature] Title: Systems Coordinator
Print Name: JOHN L. BUBIEN Date: 2/20/2015

Note: Copies of certain portions of the applicable law are attached to this certification as an accommodation to the vendor. However, the vendor is responsible for determining and certifying its compliance with the applicable law.

UNITRONIX

Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

1 Name (as shown on your Income tax return). Name is required on this line; do not leave this line blank.
UNITRONIX DATA SYSTEMS, INC.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only one of the following seven boxes:
 Individual/sole proprietor or single-member LLC
 C Corporation
 S Corporation
 Partnership
 Trust/estate
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
 Other (see instructions) ▶ _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
 Exempt payee code (if any) **5**
 Exemption from FATCA reporting code (if any) _____
 (Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
1124 ROUTE 202

6 City, state, and ZIP code
RARITAN, NJ 08869

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number									
			-						
or									
Employer identification number									
2	2	-	2	3	7	6	4	8	6

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶ *[Signature]* Date ▶ *2/19/2015*

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

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**RESOLUTION AUTHORIZING THE EXECUTION OF CONTRACTS FOR THE
OUTSTATIONING OF DIVISION OF SOCIAL SERVICES STAFF AT HEALTH
CARE FACILITIES TO PROVIDE MEDICAID APPLICATION SERVICES**

WHEREAS, the Gloucester County Division of Social Services (GCDSS) is recognized by the New Jersey Department of Human Services as a County Welfare Agency (CWA); and

WHEREAS, as part of its functions, the GCDSS makes determinations regarding individual eligibility for Medicaid; and

WHEREAS, sections 9 and 10 of the New Jersey Healthcare Cost Reduction Act (P.L. 1991, c. 187) direct that CWA's provide for the outstationing of staff at healthcare facilities designated by the New Jersey Commissioner of Health for the purpose of determining Medicaid eligibility of patients, and require that the designated healthcare facility reimburse the CWA for the nonfederal share of the costs associated with the CWA employee and that the Commissioner of Human Services bill the healthcare facility for the such costs; and

WHEREAS, the nonfederal share of the costs associated with the CWA employee is 50%; the other 50% is reimbursed to the County by the federal government, thereby resulting in no cost to the County for the stationing services; and

WHEREAS, CompleteCare Medical and Dental Professionals, 335 North Delsea Drive, Glassboro, New Jersey; Inspira Medical Center, 509 North Broad Street, Woodbury, New Jersey; and Kennedy University Hospital, 435 Hurffville-Cross Keys Rd., Washington Twp., New Jersey are healthcare facilities that have been designated by the New Jersey Commissioner of Health as facilities at which an employee from a CWA shall be stationed to perform eligibility determinations for the Medicaid program; and

WHEREAS, the New Jersey Commissioner of Health requires that contracts be signed with the various healthcare facilities to formalize the outstationing agreements; and

WHEREAS, the contracts will commence on April 1, 2015 and remain in effect as long as State law requires.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that the Freeholder Director be and is hereby authorized to execute and the Clerk of the Board be and is hereby authorized to attest to contracts with CompleteCare Health Network (CompleteCare Medical and Dental Professionals), Inspira Health Network (Inspira Medical Center) and Kennedy Health System (Kennedy University Hospital) for the stationing of Division of Social Services staff at those healthcare facilities to provide Medicaid application services; and

BE IT FURTHER RESOLVED, that the County Administrator and 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.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, March 18, 2015, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

62

**AGREEMENT WITH COMPLETECARE HEALTH NETWORK FOR
STATIONING OF GLOUCESTER COUNTY DIVISION OF SOCIAL
SERVICES STAFF AT COMPLETECARE MEDICAL AND DENTAL
PROFESSIONALS FACILITY TO PROVIDE MEDICAID APPLICATION
SERVICES**

This Agreement is entered into on the 1st day of April, 2015, between **Gloucester County** ("County"), on behalf of the **Gloucester County Division of Social Services** ("GCDSS"), a New Jersey county government entity with offices located at 2 S. Broad St., Woodbury, NJ 08096, and **CompleteCare Health Network** ("CCHN"), with offices located at 53 South Laurel St., Second Floor, Bridgeton, NJ 08302.

WHEREAS, GCDSS is a division of the County and is recognized by the New Jersey Department of Human Services as a County Welfare Agency; and

WHEREAS, as part of its functions, the GCDSS makes determinations regarding individual eligibility for Medicaid; and

WHEREAS, sections 9 and 10 of the Healthcare Cost Reduction Act (P.L. 1991, c. 187) direct that CWA's provide for the outstationing of staff at healthcare facilities designated by the New Jersey Commissioner of Health for the purpose of determining Medicaid eligibility of patients; and further provide that the designated healthcare facility shall reimburse the County Welfare Agency for the nonfederal share of costs associated with the County Welfare Agency employee, and that the Commissioner of Human Services shall bill the healthcare facility for the such costs; and

WHEREAS, CCHN is a healthcare facility that has been designated by the New Jersey Commissioner of Health as a facility at which an employee from a County Welfare Agency shall be stationed to perform eligibility determinations for the Medicaid program, and has a facility named CompleteCare Medical and Dental Professionals at 335 North Delsea Drive, Glassboro, New Jersey;

NOW, THEREFORE, in consideration of the mutual promises and agreements made herein, the parties hereby agree as follows:

1. The County, through GCDSS, will station one GCDSS employee to accept Medicaid applications, interview patients applying for Medicaid and determine if the patients are eligible for Medicaid. The employee shall be stationed at the CCHN facility at 335 North Delsea Drive, Glassboro, New Jersey, on Mondays through Fridays, 8:30 am to 4:00 pm.
2. The County, through GCDSS, agrees that the GCDSS employee will abide by the rules and regulations applicable to CCHN employees.

3. CCHN will provide appropriate accommodations and resources to enable the GCDSS employee to conduct face-to-face interviews with Medicaid applicants. These accommodations and resources shall include the following:

- a. Secure office space within CCHN facilities allowing for the preservation of confidentiality in accordance with Paragraph 5 below.
- b. Furniture and equipment to be provided at each site to include a desk, employee chair and two client chairs as well as a locking filing cabinet. chair
- c. Provision of reasonable access to a telephone, internet access, photocopy equipment and a fax machine at the site at which the GCDSS employee is stationed.
- d. The same access to rest facilities, employee accommodations and other public areas or facilities as that provided to CCHN staff.

4. CCHN will provide notifications to the GCDSS employee of all potential Medicaid applicants. Such notification shall include all patient information relevant to a determination including but not limited to:

- a. Patient identification documentation.
- b. Health insurance coverage documentation.
- c. Other documentation relevant to the referral of the patient to GCDSS.

5. Confidentiality. CCHN recognizes the confidential nature of the information given to the GCDSS employee by the patient with respect to the Medicaid application, and that GCDSS staff are prohibited from disclosing or sharing such information, including to CCHN personnel, without the written consent of the patient.

6. Rights to property and title to supplies shall be vested solely in CCHN.

7. Reimbursement:

- a. CCHN shall reimburse fifty (50%) percent of the cost of the GCDSS employee (i.e., the non-federal share), including direct costs (salary, fringe benefits, etc.) and indirect costs (administrative, training, office expenses, etc.). All costs will be based upon specific employee assignment and GCDSS' federally approved administrative cost allocation plan.
- b. CCHN acknowledges that the New Jersey Commissioner of human services will bill CCHN for the non-federal share of the aforesaid costs

and will collect these funds through a withholding of Medicaid payments and will disburse these quarterly funds to GCDSS.

8. This agreement shall commence on April 1, 2015, and shall remain in effect so long as State law requires.

9. Neither the County, through GCDSS, nor its employee(s) shall disclose information related to CCHN operations to any other party and shall maintain the confidentiality of any patient records reviewed under this Agreement.

10. This Agreement constitutes the entire agreement between the parties and may not be modified without written agreement of the parties.

11. Notices under this Agreement shall be sent to the parties at the address set forth below, or to such other addresses as the parties may, from time to time, designate in writing:

CCHN: Richard Elwell, Executive V.P. Business Services
CompleteCare Health Network
53 South Laurel St., Second Floor
Bridgeton, NJ 08302

GCDSS: William Lang, Director
Gloucester County Division of Social Services
400 Hollydell Drive
Sewell, NJ 08080

IN WITNESS WHEREOF, the parties hereby execute this Agreement on the date indicated herein.

ATTEST:

COUNTY OF GLOUCESTER

ROBERT N. DILELLA, CLERK

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

**COMPLETECARE HEALTH
NETWORK**

**RICHARD ELWELL,
EXECUTIVE V.P. BUSINESS SERVICES**

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**AGREEMENT WITH INSPIRA HEALTH NETWORK FOR STATIONING
OF GLOUCESTER COUNTY DIVISION OF SOCIAL SERVICES STAFF
AT INSPIRA MEDICAL CENTER TO PROVIDE MEDICAID
APPLICATION SERVICES**

This Agreement is entered into on the 1st day of April, 2015, between **Gloucester County** ("County"), on behalf of the **Gloucester County Division of Social Services** ("GCDSS"), a New Jersey county government entity with offices located at 2 S. Broad St., Woodbury, NJ 08096, and **Inspira Health Network** ("Inspira"), 165 Bridgeton Pike, Mullica Hill, NJ 08062.

WHEREAS, GCDSS is a division of the County and is recognized by the New Jersey Department of Human Services as a County Welfare Agency; and

WHEREAS, as part of its functions, the GCDSS makes determinations regarding individual eligibility for Medicaid; and

WHEREAS, sections 9 and 10 of the Healthcare Cost Reduction Act (P.L. 1991, c. 187) direct that CWA's provide for the outstationing of staff at healthcare facilities designated by the New Jersey Commissioner of Health for the purpose of determining Medicaid eligibility of patients; and further provide that the designated healthcare facility shall reimburse the County Welfare Agency for the nonfederal share of costs associated with the County Welfare Agency employee, and that the Commissioner of Human Services shall bill the healthcare facility for the such costs; and

WHEREAS, Inspira is a healthcare organization with its Inspira Medical Center facility located at 509 North Broad Street, Woodbury, New Jersey, that has been designated by the New Jersey Commissioner of Health as a facility at which an employee from a County Welfare Agency shall be stationed to perform eligibility determinations for the Medicaid program;

NOW, THEREFORE, in consideration of the mutual promises and agreements made herein, the parties hereby agree as follows:

1. The County, through GCDSS, will station one GCDSS employee to accept Medicaid applications, interview patients applying for Medicaid and determine if the patients are eligible for Medicaid. The employee shall be stationed at its Inspira Medical Center, 509 North Broad Street, Woodbury, New Jersey, every Thursday from 8 a.m. to 12 noon. The date and time may be amended by written agreement of the parties.
2. The County, through GCDSS, agrees that the GCDSS employee will abide by the rules and regulations applicable to Inspira employees.
3. Inspira will provide appropriate accommodations and resources to enable the GCDSS employee to conduct face-to-face interviews with Medicaid applicants. These accommodations and resources shall include the following:

- a. Secure office space within Inspira facilities allowing for the preservation of confidentiality in accordance with Paragraph 5 below.
 - b. Furniture and equipment to be provided at each site to include a desk, employee chair and two client chairs as well as a locking filing cabinet. chair
 - c. Provision of reasonable access to a telephone, internet access, photocopy equipment and a fax machine at the site at which the GCDSS employee is stationed.
 - d. The same access to rest facilities, employee accommodations and other public areas or facilities as that provided to Inspira staff.
4. Inspira will provide notifications to the GCDSS employee of all potential Medicaid applicants. Such notification shall include all patient information relevant to a determination including but not limited to:
- a. Patient identification documentation.
 - b. Health insurance coverage documentation.
 - c. Other documentation relevant to the referral of the patient to GCDSS.
5. Confidentiality. Inspira recognizes the confidential nature of the information given to the GCDSS employee by the patient with respect to the Medicaid application, and that GCDSS staff are prohibited from disclosing or sharing such information, including to Inspira personnel, without the written consent of the patient.
6. Rights to property and title to supplies shall be vested solely in Inspira.
7. Reimbursement:
- a. Inspira shall reimburse fifty (50%) percent of the cost of the GCDSS employee (i.e., the non-federal share), including direct costs (salary, fringe benefits, etc.) and indirect costs (administrative, training, office expenses, etc.). All costs will be based upon specific employee assignment and GCDSS' federally approved administrative cost allocation plan.
 - b. Inspira acknowledges that the New Jersey Commissioner of Human Services will bill Inspira for the non-federal share of the aforesaid costs and will collect these funds through a withholding of Medicaid payments and will disburse these quarterly funds to GCDSS.
8. This agreement shall commence on April 1, 2015, and shall remain in effect so long as State law requires.

9. Neither the County, through GCDSS, nor its employee(s) shall disclose information related to Inspira operations to any other party and shall maintain the confidentiality of any patient records reviewed under this Agreement.

10. This Agreement constitutes the entire agreement between the parties and may not be modified without written agreement of the parties.

11. Notices under this Agreement shall be sent to the parties at the address set forth below, or to such other addresses as the parties may, from time to time, designate in writing:

Inspira: John D'Angelo, President-CEO
Inspira Health Network
165 Bridgeton Pike
Mullica Hill, NJ 08062

GCDSS: William Lang, Director
Gloucester County Division of Social Services
400 Hollydell Drive
Sewell, NJ 08080

IN WITNESS WHEREOF, the parties hereby execute this Agreement on the date indicated herein.

ATTEST:

COUNTY OF GLOUCESTER

ROBERT N. DILELLA, CLERK

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

INSPIRA HEALTH NETWORK

JOHN D'ANGELO, PRESIDENT-CEO

62

**AGREEMENT WITH KENNEDY HEALTH SYSTEM FOR STATIONING
OF GLOUCESTER COUNTY DIVISION OF SOCIAL SERVICES STAFF
AT KENNEDY UNIVERSITY HOSPITAL TO PROVIDE MEDICAID
APPLICATION SERVICES**

This Agreement is entered into on the 1st day of April, 2015, between **Gloucester County** ("County"), on behalf of the **Gloucester County Division of Social Services** ("GCDSS"), a New Jersey county government entity with offices located at 2 S. Broad St., Woodbury, NJ 08096, and **Kennedy Health System** ("Kennedy"), 1099 White Horse Road, Voorhees, NJ 08043.

WHEREAS, GCDSS is a division of the County and is recognized by the New Jersey Department of Human Services as a County Welfare Agency; and

WHEREAS, as part of its functions, the GCDSS makes determinations regarding individual eligibility for Medicaid; and

WHEREAS, sections 9 and 10 of the Healthcare Cost Reduction Act (P.L. 1991, c. 187) direct that CWA's provide for the outstationing of staff at healthcare facilities designated by the New Jersey Commissioner of Health for the purpose of determining Medicaid eligibility of patients; and further provide that the designated healthcare facility shall reimburse the County Welfare Agency for the nonfederal share of costs associated with the County Welfare Agency employee, and that the Commissioner of Human Services shall bill the healthcare facility for the such costs; and

WHEREAS, Kennedy is a healthcare organization with its Kennedy University Hospital-Washington Township facility, located at 435 Hurffville -Crosskeys Road, Sewell, NJ 08080, that has been designated by the New Jersey Commissioner of Health as a facility at which an employee from a County Welfare Agency shall be stationed to perform eligibility determinations for the Medicaid program.

NOW, THEREFORE, in consideration of the mutual promises and agreements made herein, the parties hereby agree as follows:

1. The County, through GCDSS, will station one GCDSS employee to accept Medicaid applications, interview patients applying for Medicaid and determine if the patients are eligible for Medicaid. The employee shall be stationed at its Kennedy University Hospital-Washington Township facility, 435 Hurffville-Crosskeys Road, Sewell, New Jersey, every Tuesday, Wednesday and Friday from 8:30 a.m. to 12:30 p.m. The date and time may be amended by written agreement of the parties.
2. The County, through GCDSS, agrees that the GCDSS employee will abide by the rules and regulations applicable to Kennedy employees.

3. Kennedy will provide appropriate accommodations and resources to enable the GCDSS employee to conduct face-to-face interviews with Medicaid applicants. These accommodations and resources shall include the following:

a. Secure office space within Kennedy facilities allowing for the preservation of confidentiality in accordance with Paragraph 5 below.

b. Furniture and equipment to be provided at each site to include a desk, employee chair and two client chairs as well as a locking filing cabinet. Chair

c. Provision of reasonable access to a telephone, internet access, photocopy equipment and a fax machine at the site at which the GCDSS employee is stationed.

d. The same access to rest facilities, employee accommodations and other public areas or facilities as that provided to Kennedy staff.

4. Kennedy will provide notifications to the GCDSS employee of all potential Medicaid applicants. Such notification shall include all patient information relevant to a determination including but not limited to:

a. Patient identification documentation.

b. Health insurance coverage documentation.

c. Other documentation relevant to the referral of the patient to GCDSS.

5. Confidentiality. Kennedy recognizes the confidential nature of the information given to the GCDSS employee by the patient with respect to the Medicaid application, and that GCDSS staff are prohibited from disclosing or sharing such information, including to Kennedy personnel, without the written consent of the patient.

6. Rights to property and title to supplies shall be vested solely in Kennedy.

7. Reimbursement:

a. Kennedy shall reimburse fifty (50%) percent of the cost of the GCDSS employee (i.e., the non-federal share), including direct costs (salary, fringe benefits, etc.) and indirect costs (administrative, training, office expenses, etc.). All costs will be based upon specific employee assignment and GCDSS' federally approved administrative cost allocation plan.

b. Kennedy acknowledges that the New Jersey Commissioner of Human Services will bill Kennedy for the non-federal share of the aforesaid costs and will collect these funds through a withholding of Medicaid payments and will disburse these quarterly funds to GCDSS.

8. This agreement shall commence on April 1, 2015, and shall remain in effect so long as State law requires.

9. Neither the County, through GCDSS, nor its employee(s) shall disclose information related to Kennedy operations to any other party and shall maintain the confidentiality of any patient records reviewed under this Agreement.

10. This Agreement constitutes the entire agreement between the parties and may not be modified without written agreement of the parties.

11. Notices under this Agreement shall be sent to the parties at the address set forth below, or to such other addresses as the parties may, from time to time, designate in writing:

Kennedy: Kelly Walenda
Asst. V.P. to General Counsel
Kennedy Health System
1099 White Horse Road
PO Box 1916
Voorhees, NJ 08043

GCDSS: William Lang, Director
Gloucester County Division of Social Services
400 Hollydell Drive
Sewell, NJ 08080

IN WITNESS WHEREOF, the parties hereby execute this Agreement on the date indicated herein.

ATTEST:

COUNTY OF GLOUCESTER

ROBERT N. DILELLA, CLERK

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

KENNEDY HEALTH SYSTEM

**KELLY WALENDA, ASST. V.P. TO
GENERAL COUNSEL**

(6-3)

RESOLUTION AUTHORIZING THE DIVISION OF SOCIAL SERVICES TO MAKE ALL NECESSARY STATE-MANDATED PAYMENTS FROM ITS "ASSISTANCE ACCOUNT" FOR VARIOUS PURPOSES AS REQUIRED BY THE STATE TEMPORARY ASSISTANCE TO NEEDY FAMILIES AND FEDERAL SUPPLEMENTAL SECURITY INCOME PROGRAMS

WHEREAS, the Temporary Assistance to Needy Families (TANF) Program is a program existing under the State Work First New Jersey laws; and

WHEREAS, included under the TANF program are payments made on a case-by-case, as-needed basis for the benefit of qualifying families for such purposes as emergency housing in shelters and motels, rental assistance, transportation, and furniture and household items; and

WHEREAS, the State and Federal Government provides ninety-five percent of the funds for such payments and requires the County to provide five percent; and

WHEREAS, the Supplemental Security Income Program (SSI) is a federal program administered by the State, that provides benefits to certain elderly and disabled persons; and

WHEREAS, included under the SSI program are funds for burials and emergency assistance, and quarterly "State supplement to SSI payments" funds; and

WHEREAS, the State initially provides seventy-five percent of such SSI funds and requires the County to provide twenty-five percent, all of which share is ultimately refunded to the County by the State; and

WHEREAS, the funds that must be paid or advanced by the County under the TANF and SSI programs are placed in the Gloucester County Division of Social Services "Assistance Account", and the various payments are made by that agency on an as-needed basis as required under the programs; and

WHEREAS, in anticipation of the amount of funds that will be required for such purposes in the year 2015, the amount of \$794,945.00, is being allocated to the Social Services Assistance Account; however, neither the actual amount or purpose of any given payment nor the actual total amount of payments can be determined beforehand, and therefore the actual total amount is subject to change and such payments are required by State law regardless of total amount; and

WHEREAS, the Division of Social Services is the agency that administers the County's obligations under the TANF and SSI programs and is therefore the appropriate agency to make such payments from the account.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that the Gloucester County Division of Social Services be and is hereby authorized to make all necessary payments from its "Assistance Account" on an as-needed basis to fulfill the County's obligations under the State Work First New Jersey, Temporary Assistance to Needy Families Program and the Supplemental Security Income Program.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, March 18, 2015, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK