

AGENDA

7:00 p.m. Wednesday, April 15, 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 April 1, 2015 and the budget meeting minutes from February 22, 2015 and March 8, 2015.

P-1 Proclamation is in recognition of Deptford High School's "Spartan Marching Band" on winning First Place at the Tournament of Bands Group II Open NJ State Championship (DiMarco) (to be presented)

P-2 Proclamation Proclaiming April as Sexual Assault Awareness Month: "Denim Day" is a campaign to end sexual violence through prevention and education, celebrated annually around the world. (Jefferson) (Previously presented)

P-3 Proclamation Recognizing the Week of April 12-18, 2015 as the Week of the Young Child: Calling attention to the need for high-quality early childhood services for all children and families within our community, these groups hope to improve the quality and availability of such services. (Jefferson) (To be presented at a later date)

P-4 Proclamation Recognizing the Month of April as Child Abuse Prevention Month in Gloucester County. (Jefferson) (To be presented at a later date)

RESOLUTION ELECTING N.J.S.A. 40A:4-45.4 (the "1977 CAP") TO DETERMINE THE 2015 COUNTY TAX LEVY

This resolution allows the County to choose the most beneficial budget CAP calculation.

PUBLIC HEARING

ADOPTION OF THE 2015 BUDGET – PUBLIC HEARING AND VOTE FOR ADOPTION OF THE COUNTY'S BUDGET FOR 2015.

The purpose of this item is to provide for the hearing and adoption 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. The Budget was introduced at the March 18, 2015 meeting.

PUBLIC HEARING

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 funds the Capital Project Program. This ordinance was introduced at the March 18, 2015 meeting and can now be approved after a public hearing.

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 GLOUCESTER COUNTY V. WEST DEPTFORD TOWNSHIP, ET AL, DOCKET NO. GLO-L-871-14.

The general nature of the subject to be discussed at the closed meeting of April 15, 2015, shall be the procedural status of this matter.

A-2 RESOLUTION PROVIDING FOR THE INSERTION OF SPECIAL ITEMS OF REVENUE INTO THE 2015 BUDGET PURSUANT TO N.J.S.A. 40A:4-87.

- MEGAN'S LAW GRANT - \$7,470.00 - These funds are to be used to supplement the GC Prosecutor's Office operating budget to implement the requirements of Megan's Law. This program provides community notification of moderate and high risk sexual offenders living and/or working in Gloucester County.
- SEXUAL ASSAULT NURSE EXAMINER PROJECT - \$71,775.00 - These funds will provide a part time SANE/SART coordinator who ensures 24/7 coverage for victims of sexual assault, training, nurse orientations and program management at Inspira-Woodbury and JFK Hospitals.
- FY15 LOCAL BRIDGES, FUTURE NEEDS PROGRAM - \$1,000,000.00 - These funds will be used for repairs of seven bridges in locations throughout Gloucester County.
- FY14 EMERGENCY MANAGEMENT ASSISTANCE AGENCY GRANT - \$65,000.00 - This program provides assistance to the GC Office of Emergency Management in enhancing and sustaining their all-hazards emergency management capabilities. The Deputy Emergency Management Coordinators develop plans and manage projects to conduct and receive training for a better understanding of hazard awareness.

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

The Treasurer of Gloucester County submits the bill list for April 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 April 16, 2015.

A-4 RESOLUTION APPOINTING A MEMBER TO THE WORKFORCE INVESTMENT BOARD.

This Resolution will authorize the appointment of Robert DeMarco to fill an unexpired term ending December 31, 2015.

A-5 RESOLUTION APPOINTING A MEMBER TO THE DISABILITY ADVISORY COUNCIL.

This Resolution will authorize the appointment of Joan Clark to fill a vacancy in the Disability Advisory Council (DAC) created by the resignation of Kyle McCormick for a term ending December 31, 2015.

A-6 RESOLUTION TO CONTRACT WITH STEVEN W. BARTELT, MAI FOR APPRAISAL SERVICES FROM APRIL 2, 2015 TO APRIL 1, 2016 IN AN AMOUNT NOT TO EXCEED \$25,000.00.

This Resolution authorizes a contract under RFP # 15-014 from April 2, 2015 to April 1, 2016 to Steven W. Bartelt, MAI in an amount not to exceed \$25,000.00. The County is responsible for the defense of tax appeals and it may become necessary to engage appraisers in the defense of such appeals.

A-7 RESOLUTION AUTHORIZING AND CONFIRMING SETTLEMENT OF STATE TAX COURT TAX APPEAL COMPLAINTS OF PLAINTIFF, BULWARK WASHINGTON TOWNSHIP, LLC, C/O WALGREENS V. WASHINGTON TWP.; WG WOODBURY LLC C/O WALGREENS V. WOODBURY; ROLLING HOMES MHC, LLC V. WEST DEPTFORD; KRANZCO REALTY TRUST V. GLASSBORO.

The Plaintiff, Bulwark Washington Township, LLC c/o Walgreens v. Washington Township, Docket Numbers 008944-2013, 003190-2014, represented by Bruce Stavitsky, Esquire, filed state tax appeals contesting the assessment on the subject property known as Block 117, Lot 12; the Plaintiff, WG Woodbury LLC c/o Walgreens v. Woodbury, Docket Numbers 005599-2012, 007070-2014, 003494-2015, represented by Bruce Stavitsky, Esquire, filed state tax appeals contesting the assessment on the subject property known as Block 68, Lot 12; and the Plaintiff, Rolling Homes MHC, LLC v. West Deptford, Docket Numbers 4945-2012, 003471-2014, 002701-2015, represented by Michael A. Vespasiano, Esquire, filed state tax appeals contesting the assessment on the subject properties known as Block 325, Lot 7; and the Plaintiff Kranzco Realty Trust v. Glassboro, Docket Numbers 003185-2014, 001894-2015, represented by Bruce Stavitsky, Esquire filed state tax appeals contesting the assessment on the subject property known as Block 402, Lot 14 and Lot 14.02; 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-8 RESOLUTION AUTHORIZING THE USE OF GOVDEALS ONLINE AUCTIONS TO SELL GOVERNMENT SURPLUS THROUGH STATE CONTRACT #A83453, INDEX #T2581.

The County has a need to dispose of excess Government Surplus Property. GovDeals handles online auctions for State, County and local Governments. We are requesting a Resolution authorizing the use of GovDeals Online Auctions to sell certain vehicles that are no longer needed pursuant to State Contract #A83453 index #T2581. The percentage of commissions on items less than \$100,000.00 is 7.5% but not less than \$5.00. For items over \$100,000.00 but less than \$500,000.00 the County agrees to pay 7.5% up to \$100,000.00 and 5.5% for everything up to \$500,000.00.

A-9 RESOLUTION TO CONTRACT WITH TYCO INTEGRATED SECURITY, LLC FOR THE MAINTENANCE OF THE DOOR LOCK ENTRY SYSTEMS FROM MARCH 27, 2015 TO MARCH 26, 2016 IN AN AMOUNT NOT TO EXCEED \$40,000.00.

Tyco Integrated Security, formerly known as ADT Security Services, Inc., installed and maintained the County security access control system in various county buildings since its installation in 2006. Due to the age of the system it is now considered *legacy* and servicing the system has become proprietary to the installer. Additionally, the Schlage Geometric Hand Readers in all County facilities were purchased and licensed through the Tyco Company. Replacement of these units require the licensed Vendor or purchasing Vendor (Tyco) to interact with Schlage to correct issues. This Contract would allow Tyco Integrated Security to continue performing routine maintenance/replacement on all currently installed Casi-Rusco/Lenel access control equipment from March 27, 2015 to March 26, 2016 in an amount not to exceed \$40,000.00.

A-10 RESOLUTION AUTHORIZING THE AUCTION OF LAND OWNED BY THE COUNTY WHICH IS NO LONGER NEEDED FOR ANY PUBLIC PURPOSE DESIGNATED AS 55 DELAWARE STREET, BLOCK 78, LOT 5.01 IN THE CITY OF WOODBURY.

This Resolution will authorize the auction of Block 78, Lot 5.01 in the City of Woodbury currently owned by the County of Gloucester ("County"), and no longer needed for any public purpose or use, hereinafter the ("Property"). The Property will be sold consistent with the terms and provisions of the Local Lands and Building Law, N.J.S.A. 40A:12-1, et seq. The Local Lands and Building Law requires authorization by the Freeholder Board to offer the Property for sale; and allows for the fixing of a minimum sale price, but only if the Freeholder Board desires to do so. The Resolution here does not provide for a minimum sale price for the Property, but rather in accordance with the Local Lands and Building Law, provides that the highest bid may be accepted by the Freeholder Board, or all bids may be rejected. Upon approval of the Resolution, notices can be issued, publication made, and an auction scheduled for sale of the Property.

A-11 RESOLUTION ESTABLISHING GLOUCESTER COUNTY EMPLOYEE SALARY RANGES AND FIXING COMPENSATION FOR NON-UNION EMPLOYEES; AND, FOR TITLES ASSOCIATED WITH ASSISTANT PROSECUTOR'S ASSOCIATION; FOP#199; PBA #122; FOP#165; AND, FOP#97 FOR THE YEAR 2015

Resolution establishing Gloucester County employee salary ranges and fixing compensation for Non-Union employees; and, for the titles associated with Assistant Prosecutor's Association; FOP#199 Corrections Sergeants Association; PBA#122 Superior Officers, Sheriff Officers and Sheriff Officer's Sergeants; FOP#97; and FOP #165 Sheriff and Corrections Superior Officers for the year 2015.

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

**FREEHOLDER CHILA
FREEHOLDER SIMMONS**

B-1 RESOLUTION AUTHORIZING AMENDED AND RESTATED CONSTRUCTION AND RIGHT OF ENTRY LICENSE AGREEMENT WITH WHEELABRATOR GLOUCESTER COMPANY, L.P. TO PERMIT THE COUNTY TO CONSTRUCT, INSTALL AND MAINTAIN A TOWER AND RELATED NECESSARY EQUIPMENT AT 600 US ROUTE 130, WESTVILLE, NEW JERSEY 08093

The County has a need to construct, install and maintain a tower and related necessary equipment to enhance emergency dispatch services at 600 US Route 130, Westville, New Jersey 08093. 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 Wheelabrator Gloucester Company, L.P. shall enter into an Amended and Restated Construction and Right of Entry License Agreement at no cost to the County.

**DEPARTMENT OF ECONOMIC DEVELOPMENT
& PUBLIC WORKS**

**FREEHOLDER SIMMONS
FREEHOLDER CHRISTY**

C-1 RESOLUTION AMENDING THE CONTRACT WITH TRIAD ASSOCIATES, INC. TO INCREASE THE CONTRACT IN AN AMOUNT NOT TO EXCEED \$9,600.00.

This Resolution authorizes an Amendment to the Contract with Triad Associates, Inc. to increase the contract in an amount not to exceed \$9,600.00 resulting in a revised amount not to exceed \$113,200.00 to provide project management for the County's CDBG and HOME Investment Partnership Program.

C-2 RESOLUTION EXTENDING THE CONTRACTS WITH SOUTH STATE, INC. AND R.E. PIERSON MATERIAL CORPORATION FOR THE SUPPLY OF HOT MIX ASPHALT FOR ONE YEAR THROUGH MAY 4, 2016 IN AN AMOUNT NOT TO EXCEED \$1,400,000.00 PER VENDOR.

This Resolution authorizes the extension of the contracts that were originally entered into on April 10, 2013 with South State, Inc. and R.E. Pierson Material Corporation for the supply of hot mix asphalt, as per PD-013-014. The contracts allowed for one (1) two year or two (2) one year extensions. The County is exercising this final option to extend the contracts for one year through May 4, 2016 in an amount not to exceed \$1,400,000.00 each for each vendor. The Director of Public Works or his designee will direct South State Inc. and R.E. Pierson Material Corporation to supply hot mix asphalt for the repair of County roadways as needed.

C-3 RESOLUTION TO SUBMIT A GRANT APPLICATION AND EXECUTE A GRANT CONTRACT WITH THE NEW JERSEY DEPARTMENT OF TRANSPORTATION FOR THE GLOUCESTER COUNTY BRIDGE REHABILITATION PROJECT.

This Resolution authorizes submission of a Grant Application and execution of a Grant Contract with the New Jersey Department of Transportation for the Gloucester County Bridge Rehabilitation Project. This application is identified as LBFN-2015-Gloucester County Bridge Rehabilit-0002 and will be submitted electronically. This Project involves repairs to ten (10) bridge structures throughout the County of Gloucester utilizing \$1,000,000.00 of the Local Bridge Initiative funding for state fiscal year 2015 and is 100% State Aid funded.

C-4 RESOLUTION TO CONTRACT WITH REMINGTON & VERNICK ENGINEERS AND AFFILIATES FOR CONSTRUCTION MANAGEMENT & INSPECTION SERVICES FOR THE IMPROVEMENT PROJECT ON A PORTION OF COUNTY ROUTE 654 IN THE TOWNSHIP OF WASHINGTON FOR \$79,000.00.

This Resolution will authorize and approve the County's entry into a Professional Services Contract, per RFP-015-012, with Remington & Vernick Engineers and Affiliates (232 Kings Highway East, Haddonfield, NJ 08033) for Construction Management and Inspection Services for the Roadway Improvement Project known as 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, for the total amount of \$79,000.00. This Contract is proposed to be awarded based upon requests for proposals that were publicly received and opened by the County for the project on Wednesday, March 4, 2015. This project is 100% State Aid funded. CAF #15-02556 was obtained to certify funds.

DEPARTMENT OF EDUCATION

**FREEHOLDER BARNES
FREEHOLDER JEFFERSON**

**DEPARTMENT OF PARKS &
LAND PRESERVATION**

**FREEHOLDER DIMARCO
FREEHOLDER CHILA**

E-1 RESOLUTION TO CONTRACT WITH PRESIDENTIAL TITLE AGENCY, WEST JERSEY TITLE AGENCY, AND FOUNDATION TITLE, LLC TO PROVIDE TITLE WORK AND RELATED SERVICES AS NEEDED FOR LAND AND/OR DEVELOPMENT RIGHT ACQUISITIONS FROM APRIL 15, 2015 TO APRIL 14, 2016 IN AN AMOUNT NOT TO EXCEED \$40,000.00 FOR EACH CONTRACT.

The Office of Land Preservation in cooperation with the Purchasing Department initiated Requests for Proposals (RFP# 15-015) for the required title work and related services needed for the land preservation and other land acquisition projects the County will be working on over the next twelve months. Based on the workload expected over the coming year it was determined that all 3 vendors are required in order to ensure that these services can be completed in an expedient manner, and in order to meet certain required State submission dates. The selected vendors have been determined to be best suited for this task on the basis of consistent evaluation factors that were applied to all respondents, and were based on a combination of qualifications of staff, extent of similar engagements performed, relevance of work plan, personnel availability, and anticipated costs.

E-2 RESOLUTION EXECUTING AN AMENDED AGREEMENT ADDING \$975,000.00 TO THE GLOUCESTER COUNTY PLANNING INCENTIVE GRANT WITH THE STATE OF NEW JERSEY, DEPARTMENT OF ENVIRONMENTAL PROTECTION.

This Resolution is required in order for Gloucester County to receive \$975,000.00 in State matching funds for its Open Space Preservation Program from the New Jersey Green Acres Program. In order to secure this reimbursement the Board of Chosen Freeholders is required to approve this Resolution authorizing an amended agreement with the State to the County's Planning Incentive Grant Agreement with Green Acres. This \$975,000.00 in additional funding brings the total amount of the County's project agreement with Green Acres to \$17,250,000.00 since the Agreement was first authorized in September 2000. The amended agreement also requires an update to the County's Recreation and Open Space Inventory, which has already been completed and shows the County's total amount of preserved open space at more than 3,209 acres. This Agreement will replace the previous Project Agreement and all

Amendments, and is necessary because the General Provisions associated with the Project Agreement have recently been updated by the State.

**DEPARTMENT OF BUILDINGS &
GOVERNMENT SERVICES**

**FREEHOLDER CHRISTY
FREEHOLDER DIMARCO**

**DEPARTMENT OF HEALTH &
HUMAN SERVICES**

**FREEHOLDER JEFFERSON
FREEHOLDER BARNES**

G-1 RESOLUTION AUTHORIZING APPLICATION TO THE DEPARTMENT OF ENVIRONMENTAL PROTECTION FOR RENEWAL OF THE COUNTY ENVIRONMENTAL HEALTH ACT GRANT IN THE AMOUNT OF \$5,682.00, REQUIRING AN IN-KIND MATCH OF \$3,125.00, FROM JANUARY 1, 2015 TO JUNE 30, 2015.

This Resolution authorizes the execution of any documents necessary to apply for renewal of the County Environmental Health Act (CEHA) Grant in the amount of \$5,682.00 for the CEHA six month funding cycle from January 1, 2015 to June 30, 2015. The grant requires an in-kind match of \$3,125.00. This grant supports services provided on behalf of the New Jersey Department of Environmental Protection, including Safe Water, Pesticides and Right to Know Inspections.

G-2 RESOLUTION AUTHORIZING APPLICATION AND ACCEPTANCE OF THE VETERANS TRANSPORTATION GRANT FROM THE NEW JERSEY DEPARTMENT OF MILITARY & VETERANS AFFAIRS FOR THE PROVISION OF TRANSPORTATION SERVICES TO COUNTY VETERANS IN THE TOTAL AMOUNT OF \$30,000.00, FROM JULY 1, 2015 TO JUNE 30, 2016

The Division of Transportation Services under the Department of Human Services is requesting authorization for submission of a grant application and execution of a grant agreement with the Department of Military & Veterans Affairs in the amount of \$30,000.00 for the period July 1, 2015 to June 30, 2016. The grant application/agreement is for the provision of paratransit-type services to eligible veterans of Gloucester County for transport to the VA Hospital in Philadelphia, VA Hospital in Elsmere, Delaware and the VA Clinic in Sewell.

Old Business

New Business

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

Adjournment

MINUTES

7:00 p.m. Wednesday, April 1, 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

Changes to the Agenda

Approval of the regular meeting minutes from March 18, 2015

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

Comments: N/A

49124 Proclamation to Honor George R. Brown on his 90th Birthday Celebration, March 10, 2015 (Chila) (previously presented)

49125 Proclamation Recognizing the National Coalition of 100 Black Women Inc. - Southern NJ Chapter- 12th Annual Candace Award Ceremony (Jefferson) (previously presented)

49126 Proclamation Recognizing St. John of God on its 50th Anniversary 1965 – 2015 (Simmons) (to be presented at a later date)

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

49127 RESOLUTION AUTHORIZING AND CONFIRMING SETTLEMENT OF THE WORKERS' COMPENSATION CLAIM OF PETITIONER, BARBARA ROSS v. GLOUCESTER COUNTY, C.P. 2010-32659.

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

Comments: N/A

49128 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

49129 RESOLUTION AUTHORIZING CANCELLATION OF CERTAIN ITEMS FROM THE TEMPORARY BUDGET.

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

Comments: N/A

49130 RESOLUTION REQUESTING APPROVAL OF THE DIRECTOR OF THE DIVISION OF LOCAL GOVERNMENT SERVICES TO ESTABLISH A DEDICATED TRUST BY RIDER; STUDENT SUMMIT DONATIONS PURSUANT TO N.J.S.A. 40A:5-29 ET SEQ.

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

Comments: N/A

49131 RESOLUTION AUTHORIZING AND CONSENTING TO THE REFUNDING OF CERTAIN OUTSTANDING BONDS OF THE GLOUCESTER COUNTY IMPROVEMENT AUTHORITY ISSUED TO FINANCE THE COSTS OF ACQUISITION OF CERTAIN CAPITAL EQUIPMENT AND/OR CONSTRUCTION OF CERTAIN INFRASTRUCTURE IMPROVEMENTS IN, BY AND FOR THE COUNTY THROUGH THE ISSUANCE OF COUNTY GUARANTEED LEASE REVENUE REFUNDING BONDS, SERIES A OF 2015 BY THE AUTHORITY TO PROVIDE FINANCING FOR SUCH PROJECT.

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

Comments: N/A

49132 RESOLUTION AUTHORIZING AND CONSENTING TO THE REFUNDING OF CERTAIN OUTSTANDING BONDS OF THE GLOUCESTER COUNTY IMPROVEMENT AUTHORITY ISSUED TO FINANCE THE COSTS OF A CAPITAL IMPROVEMENT PROGRAM IN, BY AND FOR THE COUNTY THROUGH THE ISSUANCE OF COUNTY GUARANTEED LEASE REVENUE REFUNDING BONDS, SERIES A OF 2015 BY THE AUTHORITY TO PROVIDE FINANCING FOR SUCH PROJECT.

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

Comments: N/A

49133 RESOLUTION AUTHORIZING A SHARED SERVICES AGREEMENT WITH THE COUNTY OF ESSEX FOR SECURITY SERVICES AT THE SECURE MEDICAL UNIT AT EAST ORANGE HOSPITAL FROM JUNE 14, 2015 TO JUNE 13, 2017 IN AN AMOUNT NOT TO EXCEED \$335.00 PER DAY, PER INMATE ADMITTED.

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

Comments: N/A

49134 RESOLUTION TO PURCHASE OFFICE SUPPLIES FROM STAPLES THROUGH STATE CONTRACT #A77249 IN AN AMOUNT NOT TO EXCEED \$100,000.00 FROM FEBRUARY 6, 2015 TO MAY 6, 2015.

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

Comments: N/A

49135 RESOLUTION TERMINATING A LEASE AGREEMENT WITH THE CITY OF WOODBURY FOR 55 DELAWARE STREET.

	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**

49136 RESOLUTION AUTHORIZING THE PURCHASE OF WORK STATIONS FROM GROUP LACASSE, LLC THROUGH BELLIA OFFICE AS THE DEALER OF RECORD, THROUGH STATE CONTRACT #A81714, FOR \$36,292.75.

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

Comments: N/A

49137 RESOLUTION AUTHORIZING APPLICATION TO DEPARTMENT OF LAW & PUBLIC SAFETY, DIVISION OF NJ STATE POLICE AND ACCEPTANCE OF FY2014 EMERGENCY MANAGEMENT AGENCY ASSISTANCE GRANT, IN THE TOTAL AMOUNT OF \$110,000.00 WHICH INCLUDES AN IN-KIND MATCH OF \$55,000.00, FROM JULY 1, 2014 TO JUNE 30, 2015.

	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**

49138 RESOLUTION TO AMEND THE CONTRACT WITH THE NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT DECREASING THE CONTRACT AMOUNT BY \$4,437.00.

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

Comments: N/A

49139 RESOLUTION TO APPROVE THE 2014 COMPREHENSIVE ECONOMIC DEVELOPMENT STRATEGY UPDATE.

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

Comments: N/A

49140 RESOLUTION AUTHORIZING CONTRACT CHANGE ORDER #03 INCREASE WITH P & A CONSTRUCTION, INC. BY \$56,755.62.

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

Comments: N/A

49141 RESOLUTION AUTHORIZING CONTRACT CHANGE ORDER #01 INCREASE WITH SOUTH STATE, INC. FOR \$49,900.00.

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

Comments: N/A

49142 RESOLUTION AUTHORIZING THE NEW JERSEY DEPARTMENT OF TRANSPORTATION TO INSTALL A TRAFFIC SIGNAL IN A COUNTY RIGHT OF WAY AND FOR ACCESS ACROSS A PART OF COUNTY OWNED PROPERTY IN THE TOWNSHIP OF LOGAN.

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

Comments: N/A

49143 RESOLUTION AUTHORIZING THE EXECUTION AND SUBMISSION OF A GRANT APPLICATION AND AGREEMENT IN THE AMOUNT OF \$3,674,000.00 WITH THE NEW JERSEY DEPARTMENT OF TRANSPORTATION FOR THE 2015 STATE AID TO COUNTIES.

	Motion	Second	Yes	No	Abstain
Chila			X		
Barnes			X		
Christy		X	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**

49144 RESOLUTION ACQUIRING A DEVELOPMENT EASEMENT IN THE TOWNSHIP OF FRANKLIN ON APPROXIMATELY 41.686 ACRES OF FARM PROPERTY OWNED BY JOSEPH P. NICHOLS AND VICTORIA A. NICHOLS FOR \$216,767.20.

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

Comments: N/A

49145 RESOLUTION MODIFYING THE CURRENT CONTRACT AND ALL OTHER DOCUMENTS WITH AGRUM ADVANCED TECHNOLOGIES TO REFLECT THE COMPANY'S CONSOLIDATION AND NAME CHANGE TO CROP PRODUCTION SERVICES.

	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**

49146 RESOLUTION AUTHORIZING A MEMORANDUM OF UNDERSTANDING WITH INSPIRA HEALTH NETWORK AND KENNEDY UNIVERSITY HOSPITAL, INC.

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

Comments: N/A

49147 RESOLUTION AUTHORIZING THE EXECUTION OF ALL DOCUMENTS RELATED TO THE EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT PROGRAM, MEGAN'S LAW AND LOCAL LAW ENFORCEMENT ASSISTANCE COMPONENT GRANT FROM APRIL 1, 2015 TO MARCH 31, 2016 FOR \$7,470.00.

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

Comments: N/A

49148 RESOLUTION AUTHORIZING AMENDMENT TO THE VICTIMS OF CRIME ACT GRANT TO AMEND THE GRANT NUMBER V-08-13.

	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**

49149 RESOLUTION AUTHORIZING THE SUBMISSION OF THE 2015/2016 COUNTY MUNICIPAL ALLIANCE PLAN AND GRANT APPLICATION TO THE GOVERNOR'S COUNCIL ON ALCOHOLISM AND DRUG ABUSE IN THE AMOUNT OF \$391,915.00, INCLUDING \$60,000.00 FOR THE COUNTY'S COST OF ADMINISTRATION.

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

Comments: N/A

49150 RESOLUTION AUTHORIZING THE EXECUTION OF A PARTICIPATION AGREEMENT WITH THE NEW JERSEY HOUSING AND MORTGAGE FINANCE AGENCY TO PARTICIPATE IN THE NEW JERSEY HOMELESS MANAGEMENT INFORMATION SYSTEM COLLABORATIVE.

	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			Y		

Comments: Lee Lucas, Gibbstown, had questions about the Paulsboro Port Bridge.

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 7:18 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



8:00am Sunday, February 22, 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

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

Statement read by Freeholder Director Robert M. Damminger (see attached)

OVERVIEW

- Shared Services
 - Municipal to County
 - County to County
 - Intra-County

- Shrinking the Size of Government
 - A look back, A retrospective
 - Projection if Attrition and Regionalized Corrections was not done
 - Projection of Taxes if Attrition and Regionalized Corrections was not done
 - Attrition of Workforce
 - 2008
 - 2009
 - 2010
 - 2011
 - 2012
 - 2013
 - 2014

- o Reduction in Administration
 - o Consolidation of Election Board
 - o Merging and Consolidation of "Super Departments"
 - o Merging the Social Services Board into County Government Chart
 - o Regionalizing Corrections
- Ratable Trends, Equalized Values
 - Analysis of Grant Revenue and Other Revenues
 - 2004 to 2014 Projected Surplus Trends and Projections
 - 2014 – 2015 Revenues

OPERATING

- Overtime & New Hire Requests
- Operating Expenses
 - o Pension Trends and Costs
 - o Other Insurance Trends
 - o Group Insurance Trends
 - o Total Salary & Wage
 - o Total Operating Expense Trends
 - o Total Salary & Wage / Operating Combined

Public portion (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

Adjournment 10:13 AM

	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



GLOUCESTER COUNTY REGIONALIZED SERVICES MUNICIPAL BUDGETARY SAVINGS BY SERVICES 2015



MUNICIPALITY	COUNTY ASSESSOR	EMS	911 DISPATCH	STORMWATER/DE ICER STORAGE	TRASH DISPOSAL SAVINGS	OTHER SERVICES (2)	MUNICIPAL BUDGET SAVINGS (1)	2014 LOCAL PURPOSE TAX SAVINGS	FARMLAND / OPEN SPACE PRESERVATION
CLAYTON	\$106,889	\$35,687	\$429,300	\$192,791 *	\$37,384	\$208,351	\$1,010,402	21.84 ¢	\$3,343,896
DEPTFORD	\$609,489		\$738,024	\$386,695	\$111,328	\$465,914	\$2,311,450	8.22 ¢	\$425,000
EAST GREENWICH	\$132,286	\$466,763	\$91,744	\$192,791 *	\$38,055	\$166,674	\$1,088,314	10.48 ¢	\$19,730,335
ELK	\$42,320	\$17,079	\$25,985	\$106,367 *	\$20,417	\$75,341	\$287,510	8.20 ¢	\$10,094,078
FRANKLIN	\$291,837		\$415,788	\$698,039 *	\$85,814	\$255,639	\$1,747,116	14.16 ¢	\$5,869,149
GLASSBORO	\$286,964	\$894,528	\$883,550	\$200,508	\$64,136	\$296,752	\$2,626,438	22.25 ¢	\$903,169
GREENWICH	\$95,578	\$27,190	\$395,679	\$207,669	\$29,165	\$73,425	\$828,707	10.17 ¢	\$2,386,094
HARRISON	\$83,170	\$326,825	\$72,763	\$422,500	\$56,836	\$174,787	\$1,136,881	8.30 ¢	\$26,597,760
LOGAN	\$141,346	\$466,763	\$77,959	\$146,255 *	\$22,703	\$153,897	\$1,008,924	9.65 ¢	\$10,597,388
MANTUA	\$242,264	\$73,074	\$651,122	\$305,807 *	\$83,736	\$253,998	\$1,610,000	12.06 ¢	\$21,856,254
MONROE	\$429,887		\$880,692	\$1,031,186 *	\$189,745	\$478,522	\$3,010,032	11.44 ¢	\$2,358,414
NATIONAL PARK	\$45,990	\$27,190	\$41,578	\$73,128 *	\$15,678	\$82,059	\$285,622	17.96 ¢	\$110,000
NEWFIELD	\$16,678		\$8,316	\$46,530 *	\$7,117	\$47,447	\$176,088	10.15 ¢	
PAULSBORO	\$75,740	\$10,198	\$649,590	\$132,959 *	\$36,697	\$112,913	\$1,018,097	25.69 ¢	
PITMAN	\$126,333	\$515,328	\$278,057	\$179,495 *	\$48,252	\$146,424	\$1,293,890	22.36 ¢	
SOUTH HARRISON	\$90,182	\$11,329	\$25,985	\$350,890	\$14,498	\$61,871	\$584,756	15.07 ¢	\$23,770,436
SWEDESBORO	\$42,042	\$61,178	\$59,090	\$39,888 *	\$13,870	\$67,343	\$283,412	15.20 ¢	\$255,000
WASHINGTON	\$601,251		\$519,737	\$904,126 *	\$253,287	\$644,133	\$2,922,535	6.90 ¢	\$16,589,875
WENONAH	\$17,410	\$9,063	\$36,381	\$79,776 *	\$10,118	\$51,673	\$204,421	8.06 ¢	
WEST DEPTFORD	\$423,932	\$60,165	\$369,014	\$385,583 *	\$126,078	\$324,130	\$1,688,901	7.25 ¢	\$3,260,800
WESTVILLE	\$59,319		\$288,453	\$73,128 *	\$24,330	\$76,044	\$571,274	19.95 ¢	
WOODBURY	\$208,462	\$158,608	\$37,281	\$179,495 *	\$50,241	\$195,948	\$840,035	14.03 ¢	
WOODBURY HEIGHTS	\$45,946		\$64,956	\$93,071 *	\$14,385	\$67,949	\$286,306	11.15 ¢	\$10,000
WOOLWICH	\$147,755	\$406,152	\$57,171	\$245,975 *	\$34,987	\$167,817	\$1,059,857	9.78 ¢	\$13,596,154
TOTALS:	\$4,363,070	\$3,567,422	\$7,098,216	\$6,674,651	\$1,388,858	\$4,649,050	\$27,740,967	13.35 ¢	\$161,753,802

1. Municipal budgetary savings calculated using actual annual costs adjusted to 2014 dollars using CPI, Philadelphia Region.
 2. Other Services Include: Health Code inspections, Animal Control services, Fire Code inspections, Shuttle Bus purchases.
 * Utilizes Deicer Storage Sheds

County to County Shared Services

Medical Examiner Services	
Camden County	\$1,117,342
Salem County	\$190,000

Mental Health Administrator	
Salem County	\$32,000
Health Officer	
Salem County	\$74,160

Dispatch Services	
Buena Borough	\$133,685
Buena Vista Township	\$69,177
Estell Manor	\$9,578
Folsom	\$9,578
Weymouth	\$9,578

Total Revenue to Gloucester County	\$1,645,098
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INTRA-COUNTY SHARED SERVICES ANALYSIS

	Library (69)	GCUA (70)	GCIA	GCIT / SSSD (730)	GCC (235)	County (1470)	Totals
Public Safety <i>Dollars Saved</i>	N/A	Shared with County	Shared with County	Shared with Sheriff	Shared with County	N/A	
<i># of Employees Eliminate (FT/PT)</i>	N/A	N/A	N/A	N/A	\$100,000	N/A	\$100,000
Buildings & Grounds / Food <i>Dollars Saved</i>	Shared with County	Shared with County	Shared with County	Shared with GCC	Shared with County/GCIT	N/A	
<i># of Employees Eliminate (FT/PT)</i>	\$5,972	\$30,000	\$104,793	\$30,000	\$163,781	\$87,299	\$411,845
Information Technology <i>Dollars Saved</i>	N/A	Shared with County	Shared with County	Shared with County/GCC	Shared with County	N/A	
<i># of Employees Eliminate (FT/PT)</i>	N/A	\$9,625	\$44,000	\$166,513	\$500,000	N/A	\$720,138
Human Resources <i>Dollars Saved</i>	Shared with County	Shared with County	Shared with County	Shared with GCC	Shared with GCC	N/A	
<i># of Employees Eliminate (FT/PT)</i>	N/A	N/A	N/A	N/A	\$197,100	N/A	\$197,100
Purchasing / Finance <i>Dollars Saved</i>	Shared with County	N/A	N/A	Shared with GCC	Shared with GCIT/SSSD	N/A	
<i># of Employees Eliminate (FT/PT)</i>	49,447	N/A	N/A	N/A	237,799	10,000	\$297,246
Public Relations <i>Dollars Saved</i>	Shared with GCIA	Shared with GCIA	N/A	Shared with GCIA	Shared with GCIA	Shared with GCIA	
<i># of Employees Eliminate (FT/PT)</i>	N/A	N/A	N/A	N/A	\$127,200	N/A	\$127,200
TOTAL DOLLARS SAVED	\$55,419	\$39,625	\$148,793	\$186,513	\$1,325,880	\$97,299	\$2,353,529
TOTAL EMPLOYEES ELIMINATED	2	0	1	3	10	2	18

Total Savings

IT Building
Avoidance

\$500,000

\$2,353,529

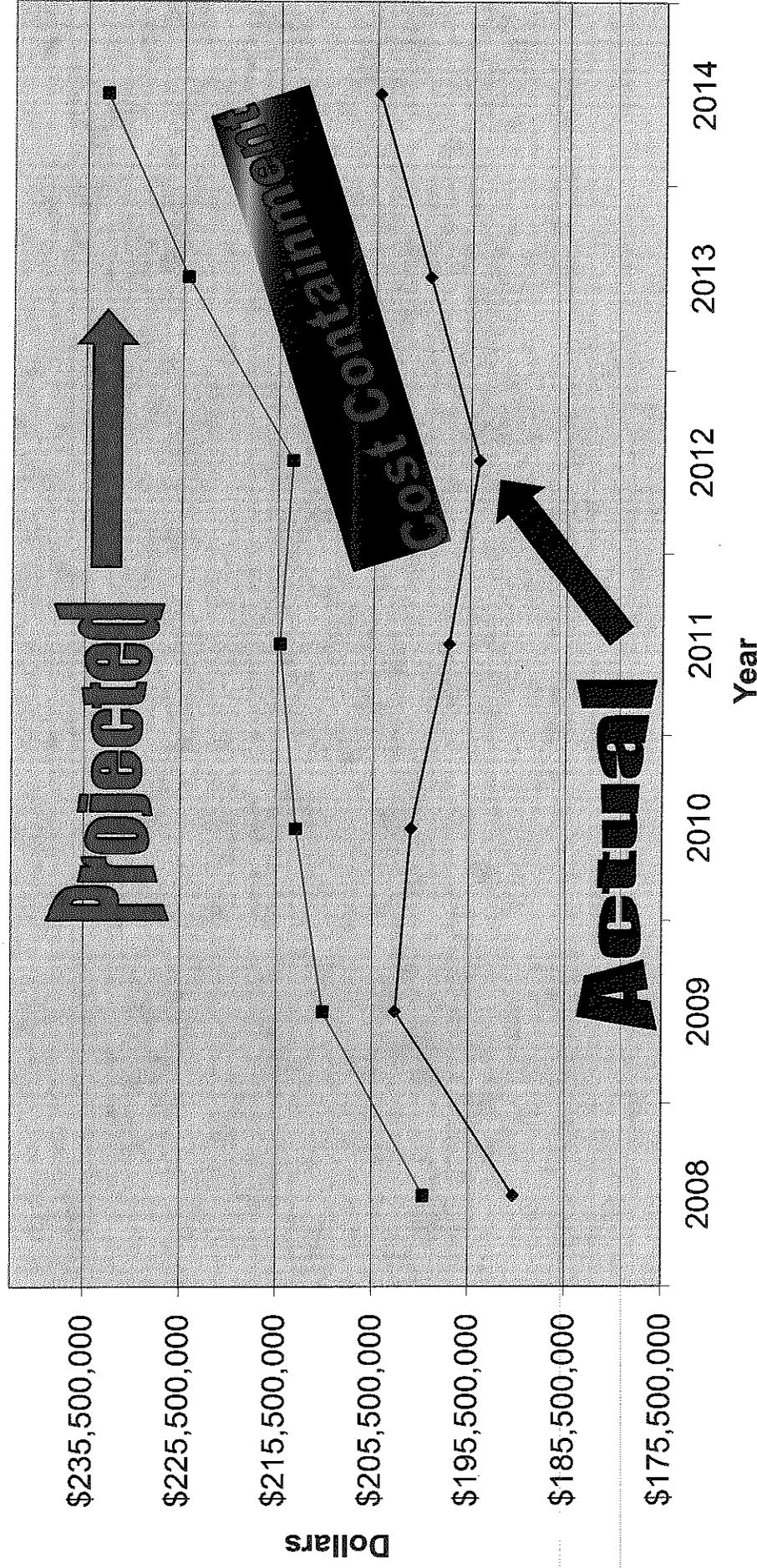
Projected Budget without Attrition & Regionalized Corrections

2008	2009	2010	2011	2012	2013	2014
\$190,824,000	\$203,092,000	\$201,505,000	\$197,630,000	\$194,593,000	\$199,819,000	\$205,145,000
\$200,177,319	\$210,606,460	\$213,476,725	\$215,189,596	\$213,952,344	\$224,978,022	\$233,392,947

*Actual

*Projected

Projected Budget without Attrition & Regionalized Corrections



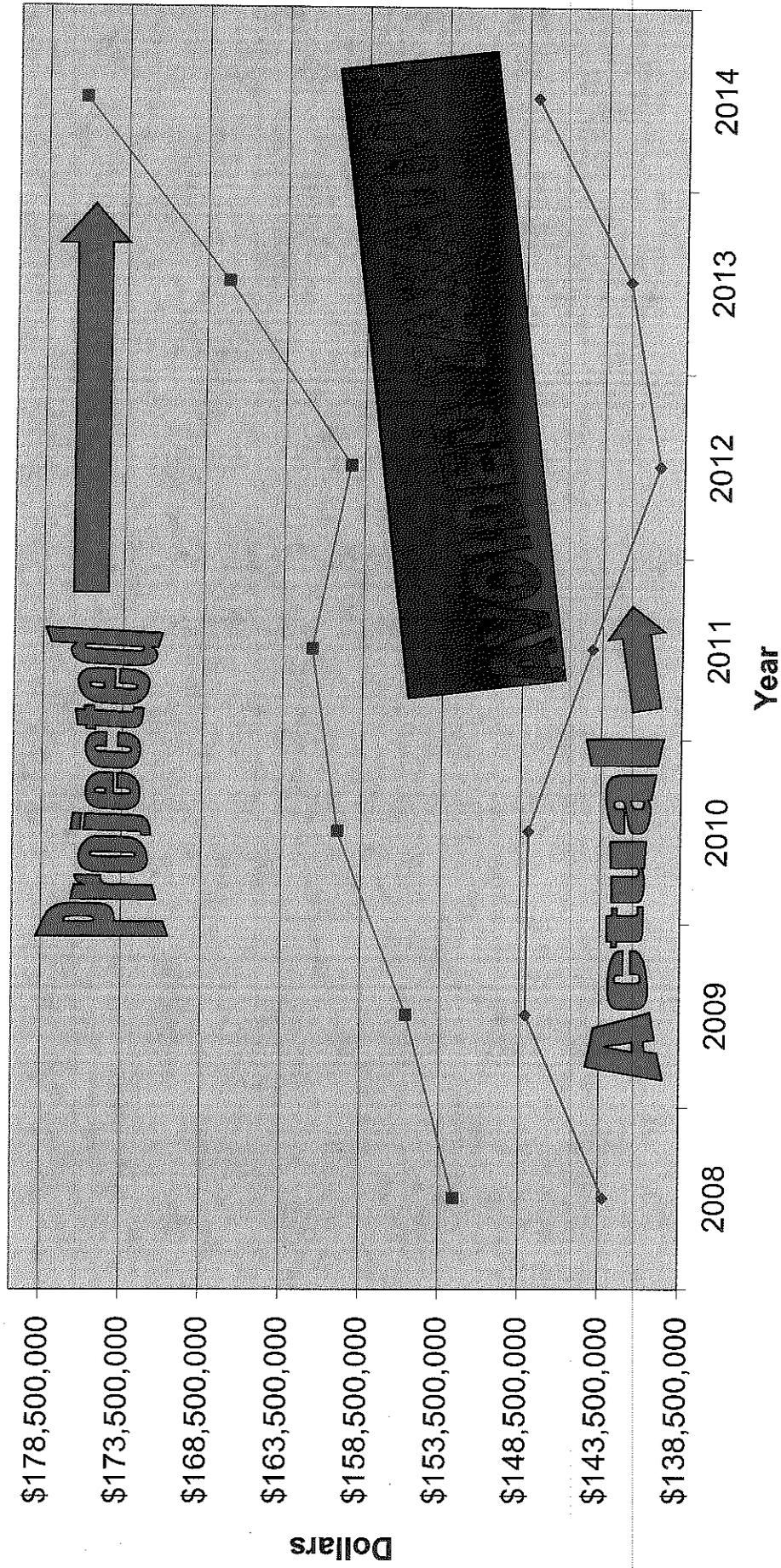
Comparison of Amount to be Raised by Taxation (without Attrition and Regionalized Corrections)

2008	2009	2010	2011	2012	2013	2014
\$143,200,000	\$148,100,000	\$148,000,000	\$144,100,000	\$140,000,000	\$141,970,000	\$147,900,000
\$152,553,319	\$155,614,460	\$159,971,725	\$161,659,596	\$159,359,344	\$167,129,022	\$176,147,947

*Taxes Raised (Actual)

*Taxes Raised (Projected)

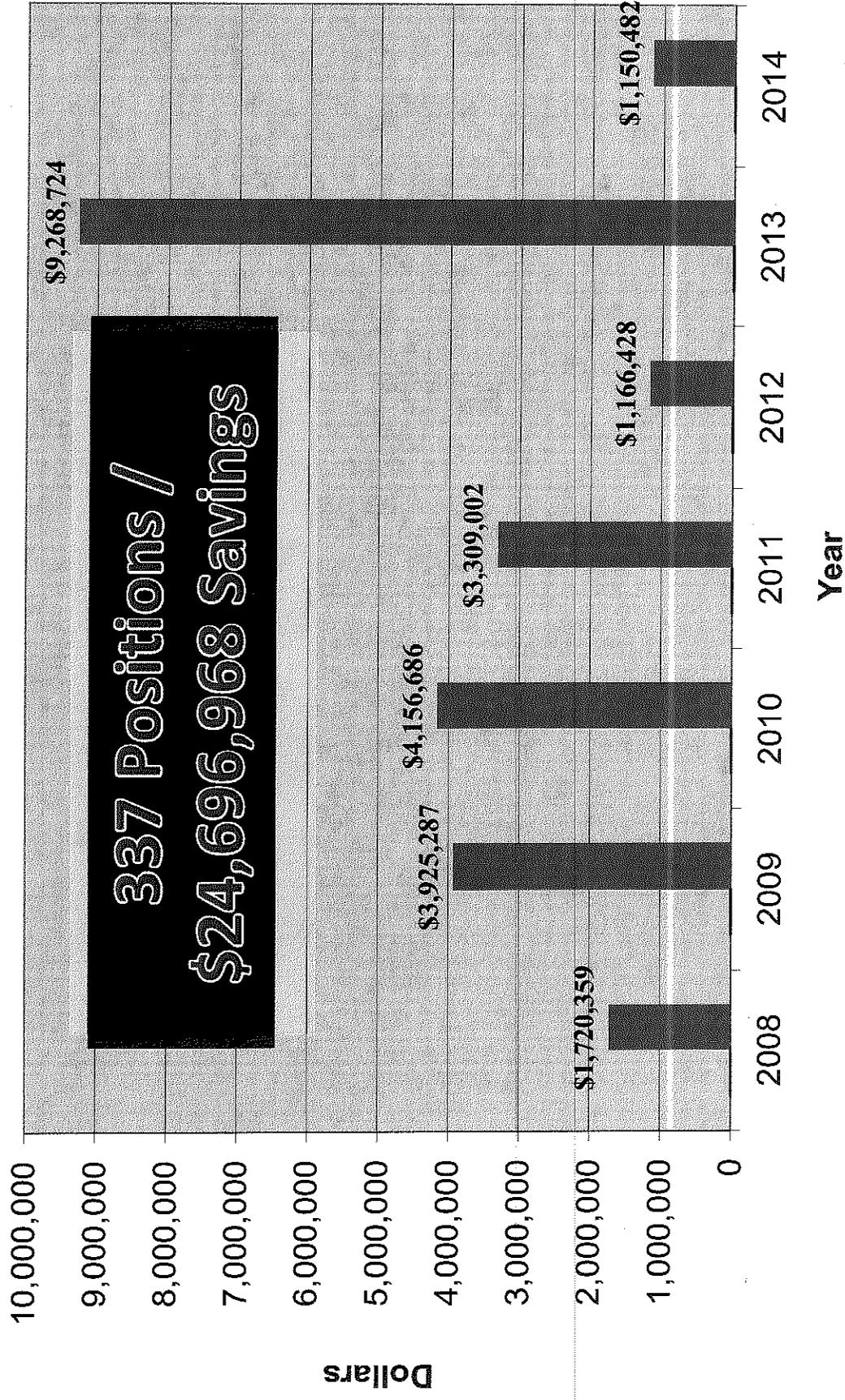
Amount to be Raised by Taxation without Attrition & Regionalized Corrections



County Attrition Program

2008	2009	2010	2011	2012	2013	2014	TOTALS
29	72	61	46	14	103	12	337
\$1,720,359	\$3,925,287	\$4,156,686	\$3,309,002	\$1,166,428	\$9,268,724	\$1,150,482	\$24,696,968

Reduction in Workforce

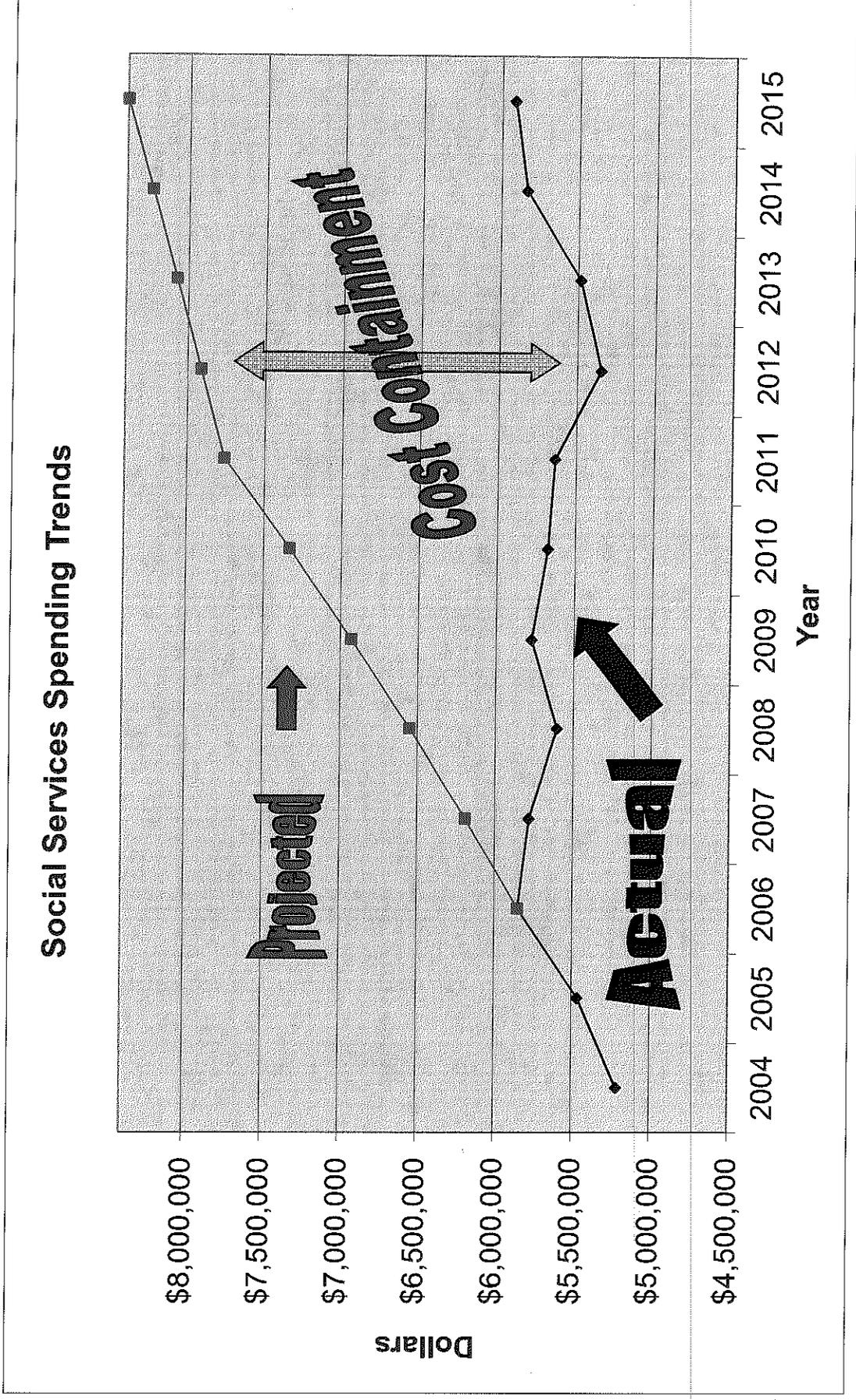


Social Services Spending Trends

2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015
\$5,212,907	\$5,464,000	\$5,851,000	\$5,781,000	\$5,604,000	\$5,772,000	\$5,674,000	\$5,634,000	\$5,345,000	\$5,483,000	\$5,832,000	\$5,913,000
		\$5,851,000	\$6,190,358	\$6,549,399	\$6,929,264	\$7,331,161	\$7,756,369	\$7,911,496	\$8,069,726	\$8,231,120	\$8,395,743

* Actual

* Projected

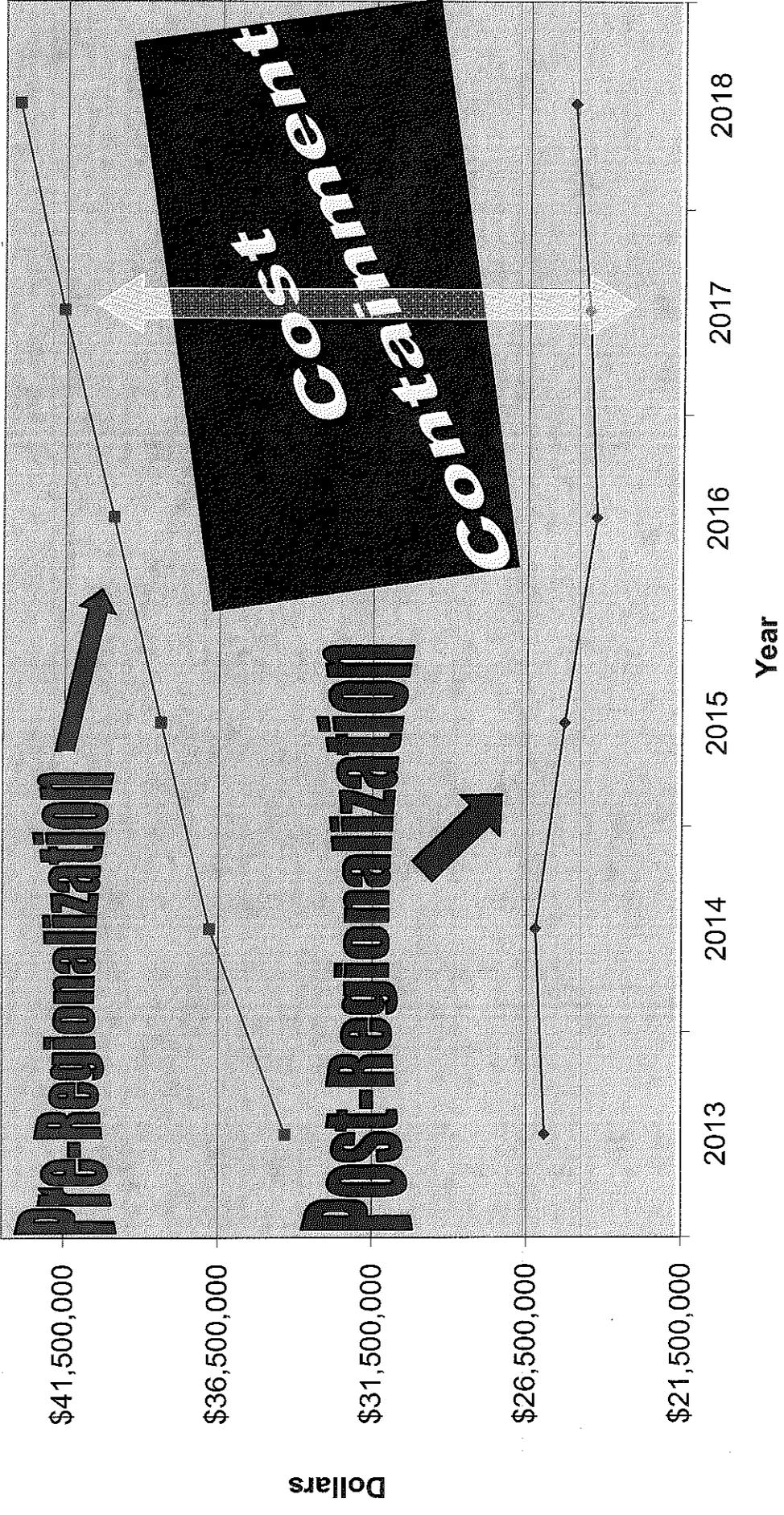


Department of Corrections Spending Trends

2013	2014	2015	2016	2017	2018
\$25,925,158	\$26,223,282	\$25,293,210	\$24,289,876	\$24,559,661	\$25,050,854
\$31,326,070	\$36,788,983	\$35,369,953	\$39,979,165	\$41,975,263	\$43,030,395
\$8,400,852	\$10,565,701	\$13,076,743	\$15,689,289	\$17,415,600	\$17,979,541

*Actual & Projected Post-Regionalization
 *Projected Pre-Regionalization
 *Projected Savings

REGIONALIZED CORRECTIONS COST CONTAINMENT



REGIONALIZED CORRECTION SAVINGS DETAIL

Overall Financial Impact:

- 1). Estimated Cost of Corrections (Male, Female, Juveniles), 2014 \$36,788,983
- 2). Estimated Cost of Corrections, 2014 \$ 23,326,646

Projected Net Savings, 2014 to 2018

Estimated Savings	2014	2015	2016	2017	2018
	\$36,788,983	\$38,369,953	\$39,929,165	\$41,575,261	\$43,030,395
<i>Less: All Expenses required (Operating, Capital, Fringe, Staffing)</i>	\$26,223,282	\$25,293,210	\$24,289,876	\$24,559,661	\$25,050,854
NET SAVINGS	\$10,565,701	\$13,076,743	\$15,639,289	\$17,015,600	\$17,979,541

Financial Analysis, Individualized

Estimated Savings - JUVENILE DETENTION SERVICES	2014	2015	2016	2017	2018
	\$3,117,331	\$3,226,438	\$3,339,363	\$3,456,241	\$3,577,209
<i>Less: All Expenses required (Operating, Capital, Fringe, Staffing)</i>	\$602,250	\$614,295	\$626,581	\$639,113	\$651,895
NET SAVINGS	\$2,515,081	\$2,612,143	\$2,712,782	\$2,817,128	\$2,925,315

Estimated Savings - FEMALE OFFENDER UNIT

Estimated Savings - FEMALE OFFENDER UNIT	2014	2015	2016	2017	2018
	\$3,889,943	\$4,026,091	\$4,167,004	\$4,312,849	\$4,463,799
<i>Less: All Expenses required (Operating, Capital, Fringe, Staffing)</i>	\$2,007,500	\$2,047,650	\$2,088,603	\$2,130,375	\$2,172,983
NET SAVINGS	\$1,882,443	\$1,978,441	\$2,078,401	\$2,182,474	\$2,290,817

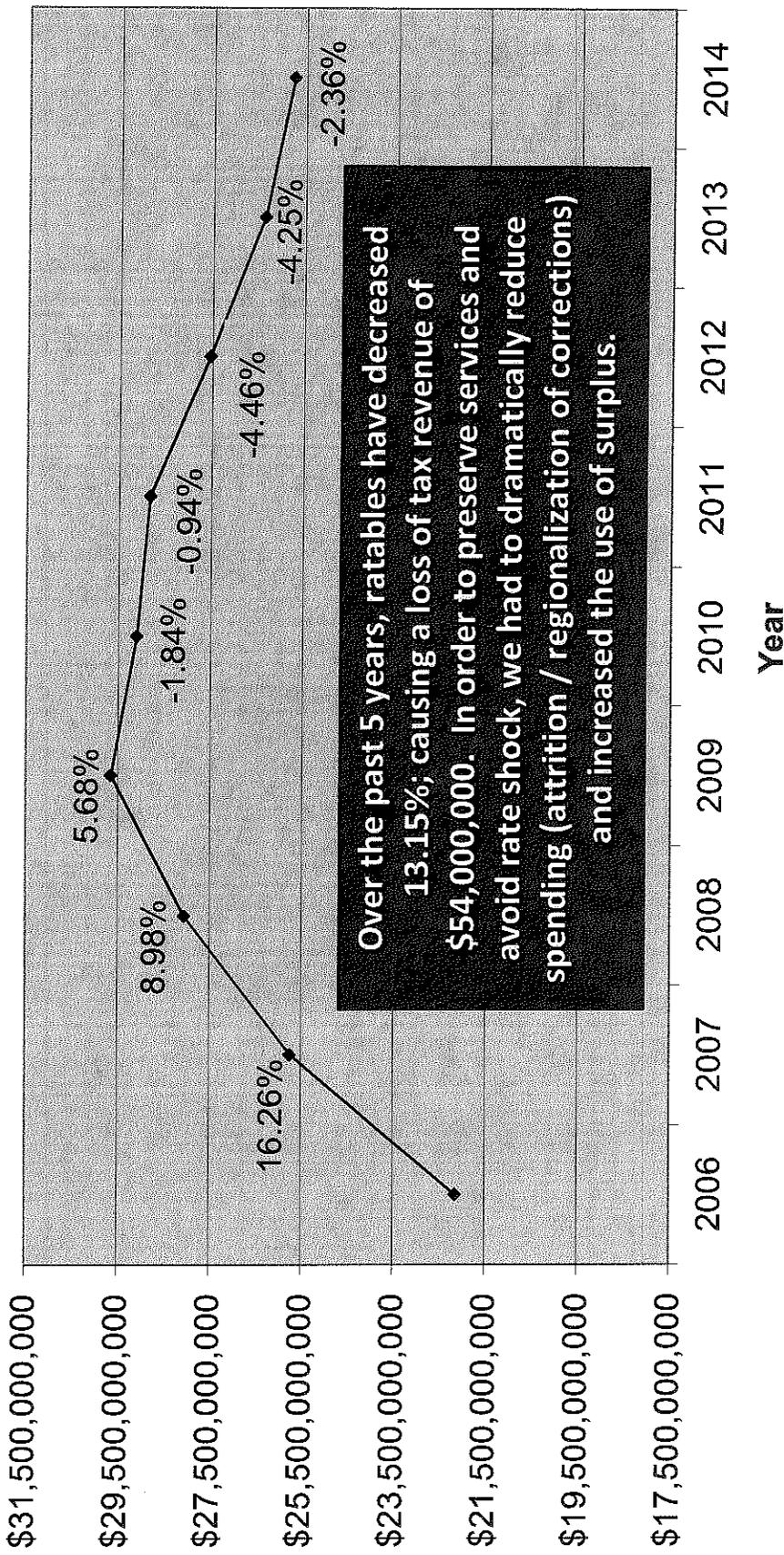
Estimated Savings - MALE INMATES

Estimated Savings - MALE INMATES	2014	2015	2016	2017	2018
	\$29,781,709	\$31,117,424	\$32,422,797	\$33,806,171	\$34,989,387
<i>Less: All Expenses required (Operating, Capital, Fringe, Staffing)</i>	\$23,613,532	\$22,631,265	\$21,574,692	\$21,790,173	\$22,225,977
NET SAVINGS	\$6,168,177	\$8,486,159	\$10,848,105	\$12,015,997	\$12,763,410

Total Ratable Growth Trend

2006	2007	2008	2009	2010	2011	2012	2013	2014
\$22,141,015,000	\$25,741,037,000	\$28,052,514,000	\$29,645,617,000	\$29,099,745,000	\$28,825,777,900	\$27,539,059,608	\$26,367,768,361	\$25,746,396,666
Percentage	16.26%	8.98%	5.68%	-1.84%	-0.94%	-4.46%	-4.25%	-2.36%

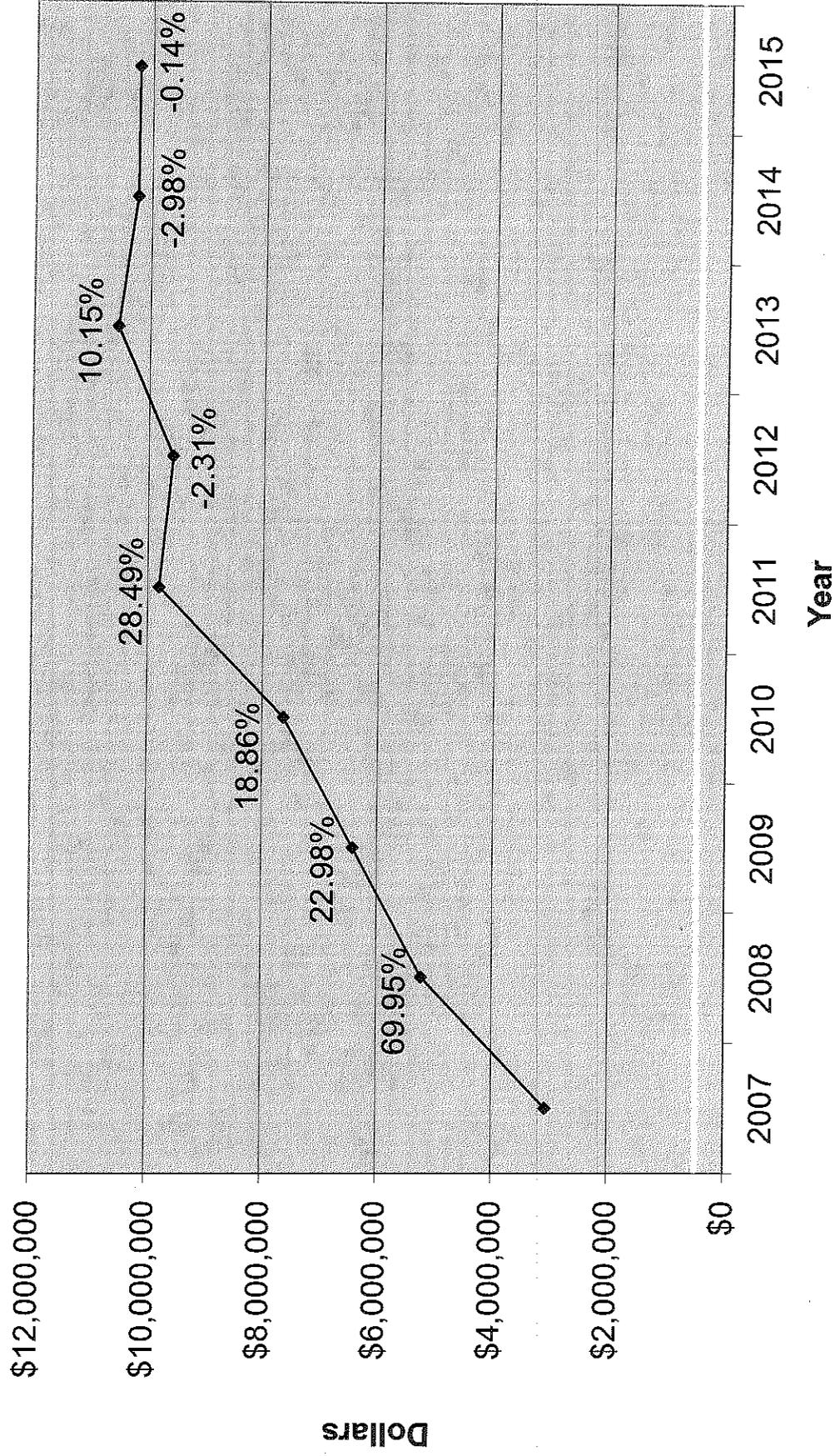
Total Ratable Growth / Decline Trend



Pension Trends & Cost

	2007	2008	2009	2010	2011	2012	2013	2014	2015
	\$3,070,540	\$5,218,387	\$6,417,445	\$7,627,577	\$9,800,935	\$9,574,074	\$10,546,198	\$10,231,995	\$10,217,225
Percentages	69.95%	69.95%	22.98%	18.86%	28.49%	-2.31%	10.15%	-2.98%	-0.14%

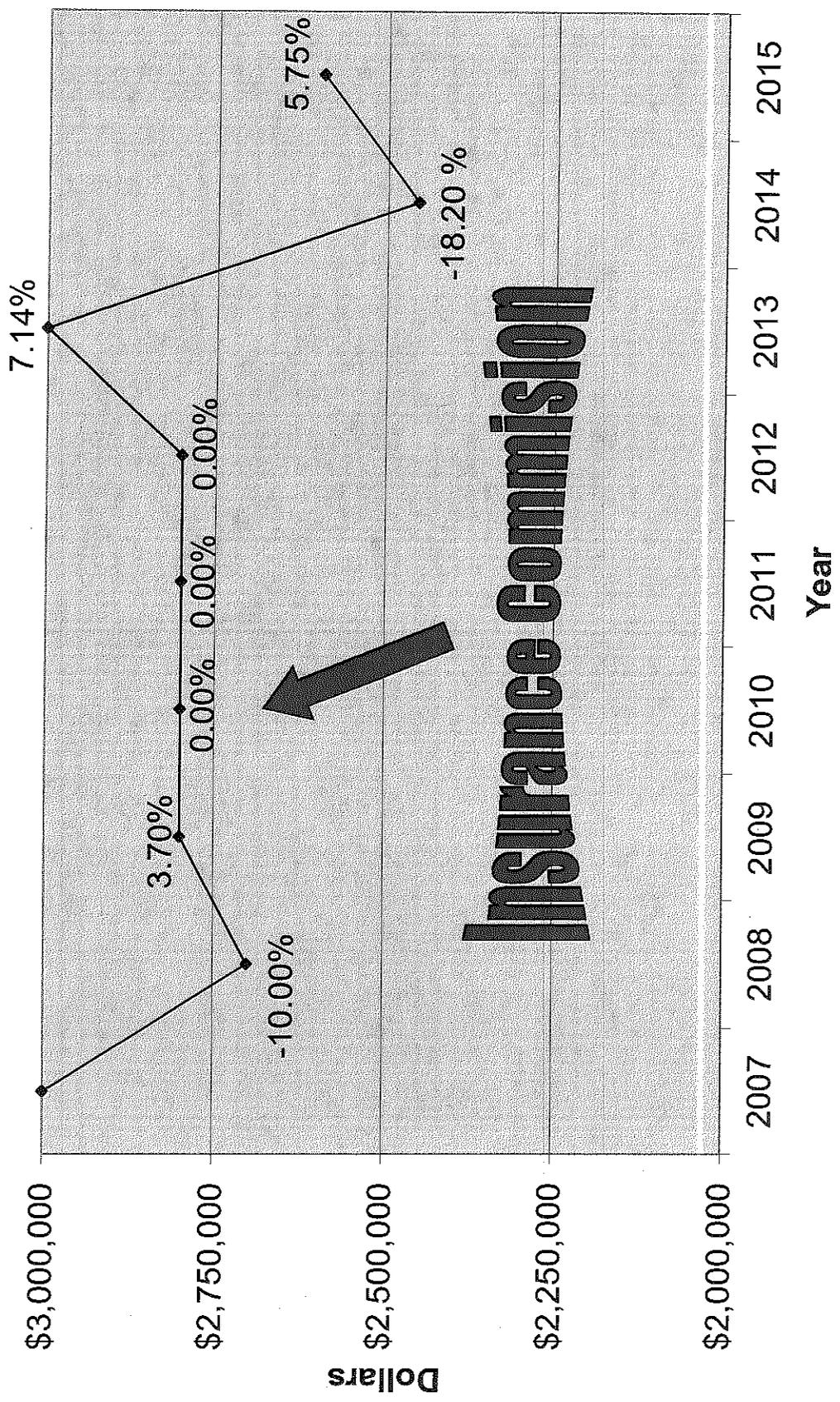
Pension Trends & Costs



Other Insurance Trends

	2007	2008	2009	2010	2011	2012	2013	2014	2015
\$	\$3,000,000	\$2,700,000	\$2,800,000	\$2,800,000	\$2,800,000	\$2,800,000	\$3,000,000	\$2,454,000	\$2,595,000
Percentage	-10.00%	3.70%	0.00%	0.00%	0.00%	0.00%	7.14%	-18.20%	5.75%

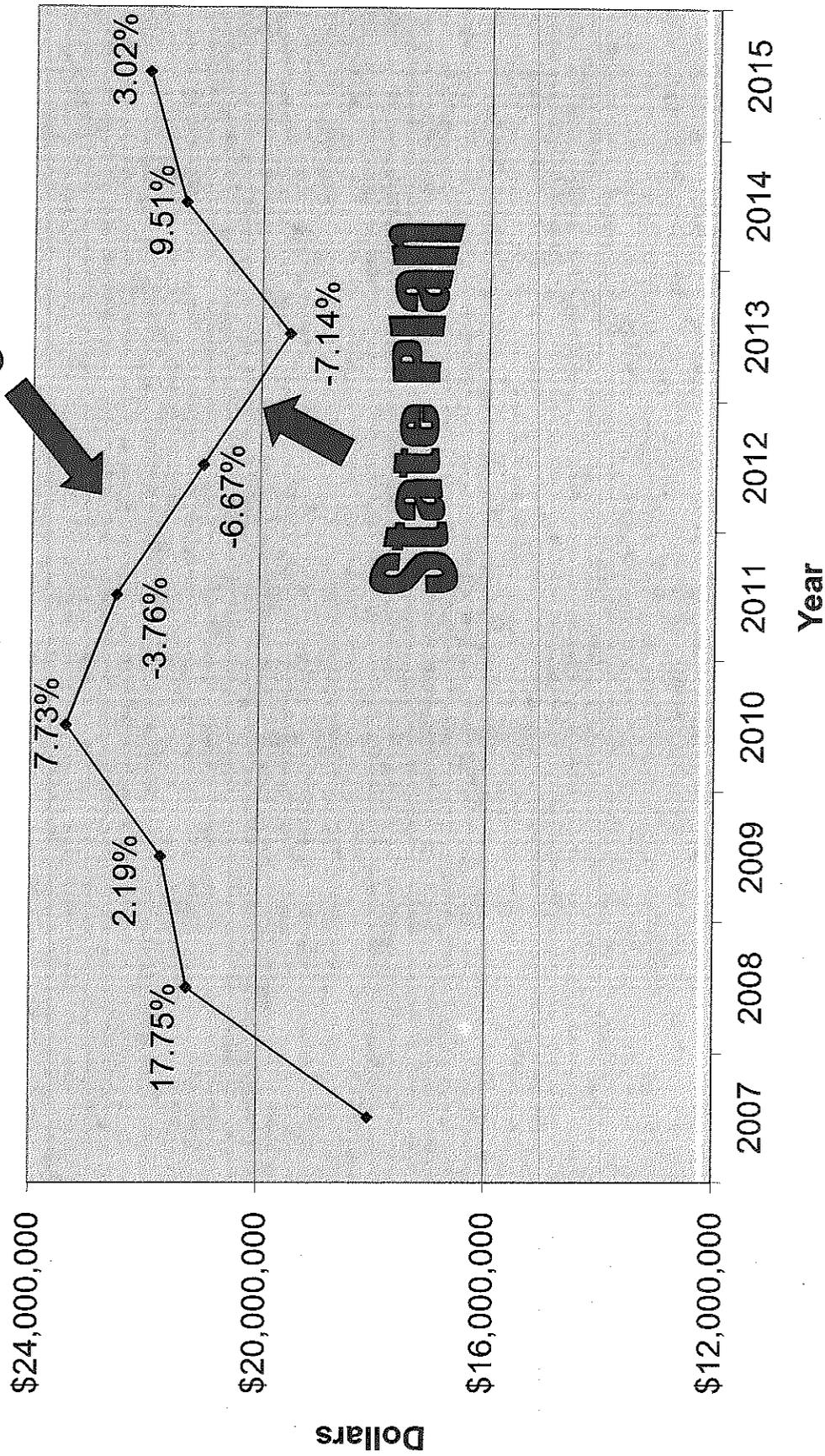
Other Insurance Trends



Group Insurance Trends

2007	2008	2009	2010	2011	2012	2013	2014	2015
\$18,035,000	\$21,236,539	\$21,701,000	\$23,379,500	\$22,500,000	\$21,000,000	\$19,500,000	\$21,355,000	\$22,000,000
Percentage	17.75%	2.19%	7.73%	-3.76%	-6.67%	-7.14%	9.51%	3.02%

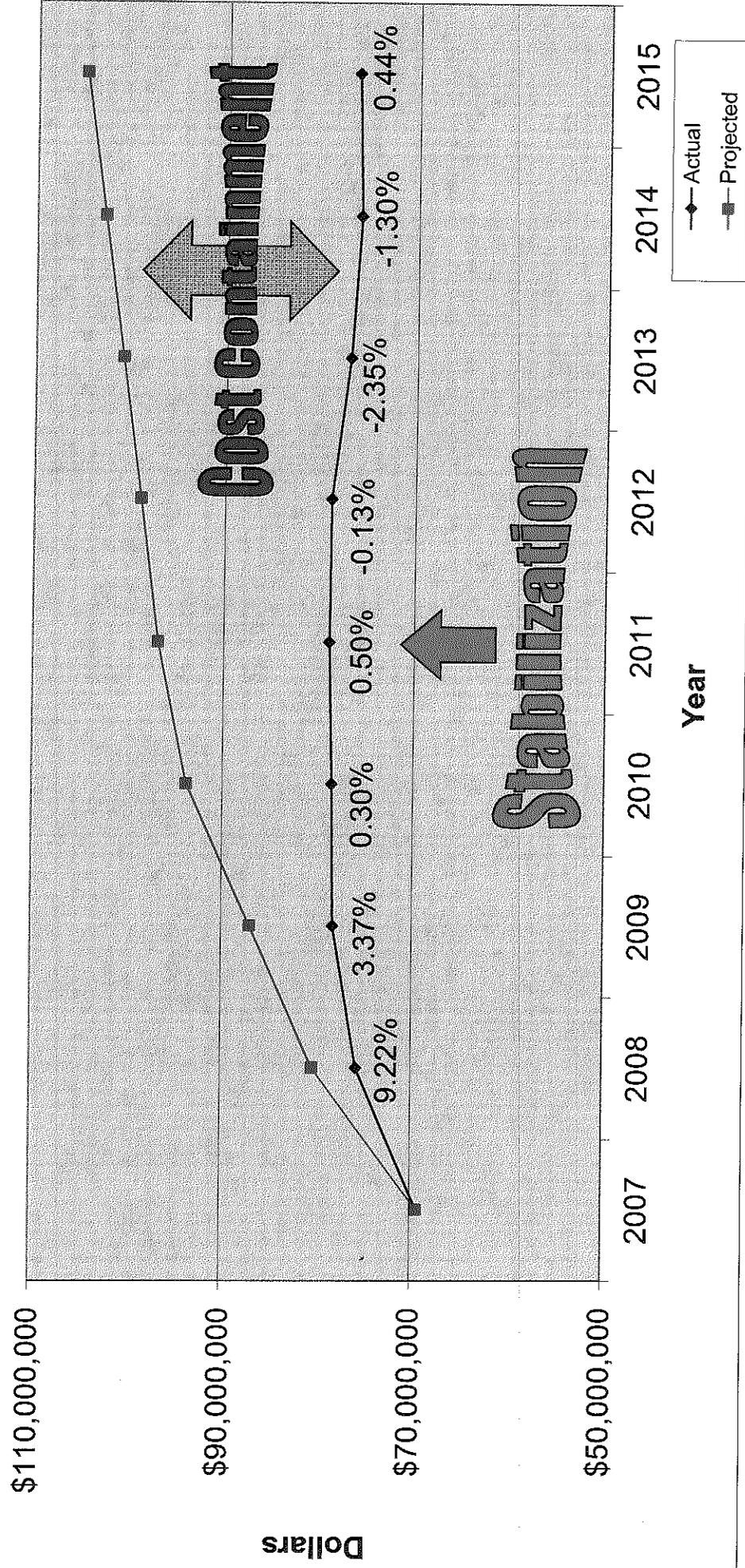
Group Insurance Trends **Self-Insurance**



Total Salary & Wage Trends

	2007	2008	2009	2010	2011	2012	2013	2014	2015
Actual	\$69,343,000	\$75,736,000	\$78,285,000	\$78,516,000	\$78,911,000	\$78,811,000	\$76,961,000	\$75,960,300	\$76,294,000
Projected	\$69,343,000	\$80,349,685	\$87,005,712	\$93,774,361	\$96,870,116	\$98,807,518	\$100,783,668	\$102,799,342	\$104,855,329
Percentages	9.22%	3.37%	3.37%	0.30%	0.50%	-0.13%	-2.35%	-1.30%	0.44%

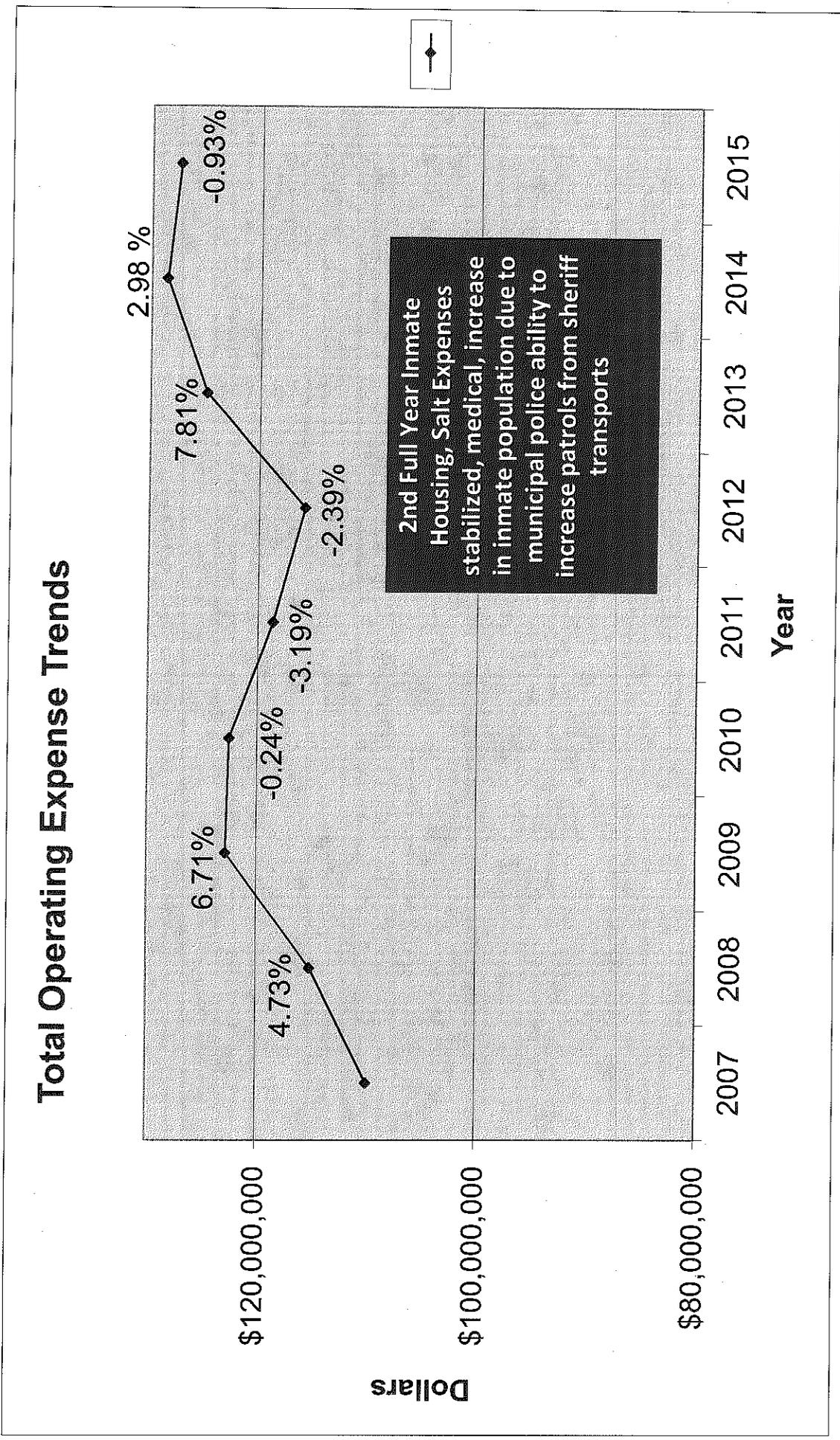
Total Salary & Wage Trends



NOTE: 2007 Social Services joined County Budget, 2008 EMS started, 2009 More EMS, 2010, 2011 & 2012 Tax Assessing which would increase overall salary and wages; however by attritioning 337 positions and shared service initiatives contained these costs from growing at an average rate of 4.5% in '08 & '09; 4% in '10; and 2.5% in '11, '12, '13 & '14.

Total Operating Expense Trends

2007	2008	2009	2010	2011	2012	2013	2014	2015
\$109,892,000	\$115,088,000	\$122,807,000	\$122,516,000	\$118,612,000	\$115,782,000	\$124,830,000	\$128,552,000	\$127,353,000
Percentages	4.73%	6.71%	-0.24%	-3.19%	-2.39%	7.81%	2.98%	-0.93%

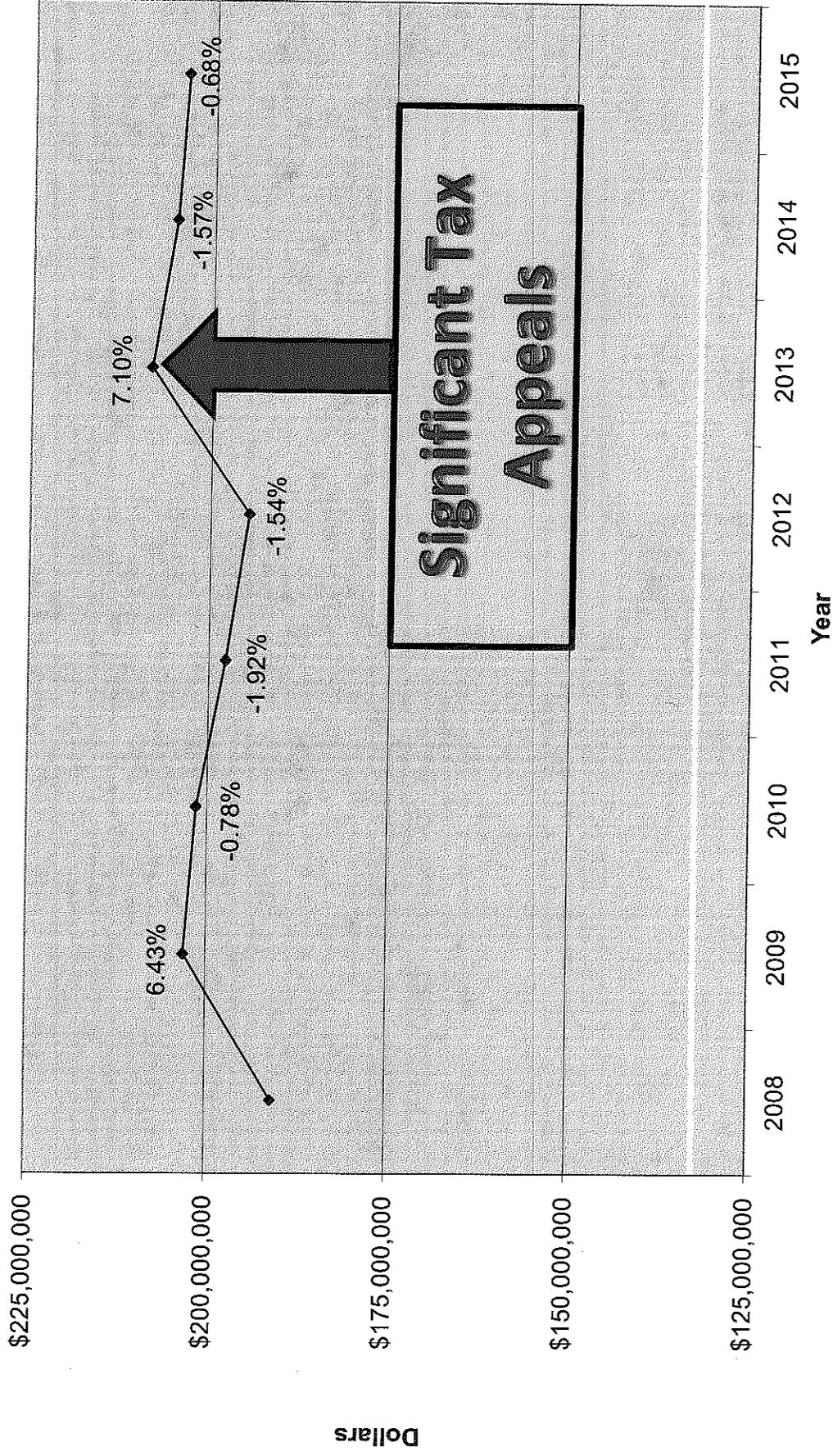


NOTE: 2007 Social Services joined County Budget, 2008 EMS started and ramped up in 2009 - 2011, Pension Increases, 2010, 2011, 2012 and 2013. Tax Assessing Pilot has been fully integrated, also in 2013 the county finalized regionalized corrections.

Total Salary & Wage, Other Expenses & Appeals

2008	2009	2010	2011	2012	2013	2014	2015
\$190,824,000	\$203,092,000	\$201,505,000	\$197,630,000	\$194,593,000	\$208,412,000	\$205,145,310	\$203,747,000
Percentages	6.43%	-0.78%	-1.92%	-1.54%	7.10%	-1.57%	-0.68%

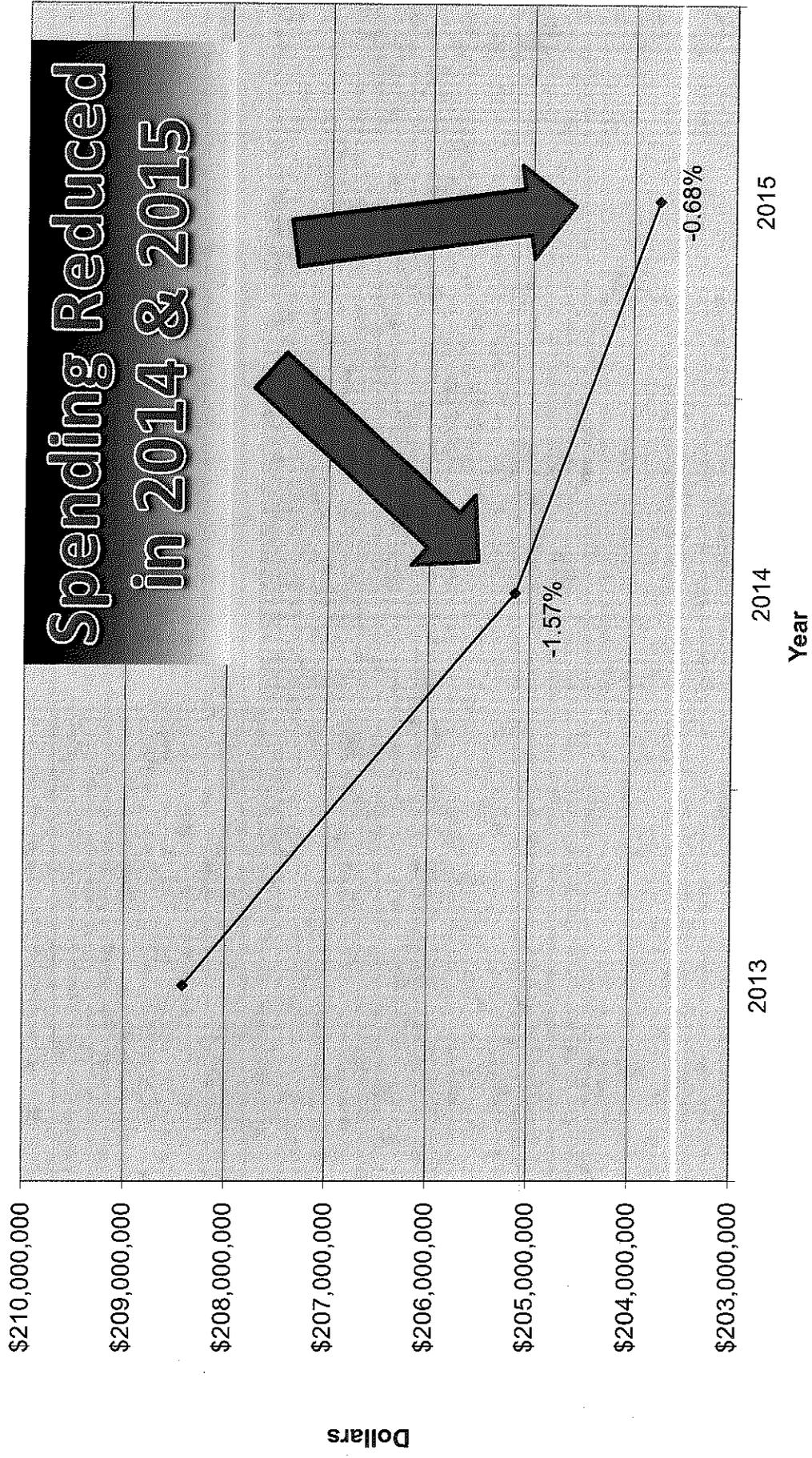
Total Salary & Wage, Other Expenses & Appeals



Total Salary & Wage, Other Expenses & Appeals

2013	2014	2015
\$208,412,000	\$205,145,310	\$203,747,000
	-1.57%	-0.68%

Total Salary & Wage, Other Expenses & Appeals





8:00am Sunday, March 8, 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, Fred Keating, Mike Dicken.

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

Freeholder Director Damminger gave Budget Statement

Discussion of the proposed 2015 Gloucester County budget: Education Overview and Capital Plan

CAPITAL

- Capital Expenses
 - Total Capital Spending Trends
 - Total Debt Trends

EDUCATION

- History of the Schools
 - GCIT/SSSD – presented by Michael Dicken
 - RCGC – presented by Fred Keating
- Future of GCC (Rowan Relationship) and Building Projects
 - Presented by Fred Keating / County Administration

MANAGEMENT PERSONNEL

- Non-Union Salary Discussions

Resolution Authorizing a Closed Meeting of the Board of Chosen Freeholders of the County of Gloucester Pursuant to NJSA 10:4-12(b)(8). This resolution is for the Board to go into closed session to discuss the 2015 salaries/compensation for specific non-union county employees.

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

Comments: N/A

MOTION TO AMEND RESOLUTION GOING INTO CLOSED SESSION TO INCLUDE NEW POTENTIAL LITIGATION

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

Comments: N/A

MOTION TO GO BACK INTO PUBLIC SESSION

	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 (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

Adjournment 10:21 AM

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

Comments: N/A

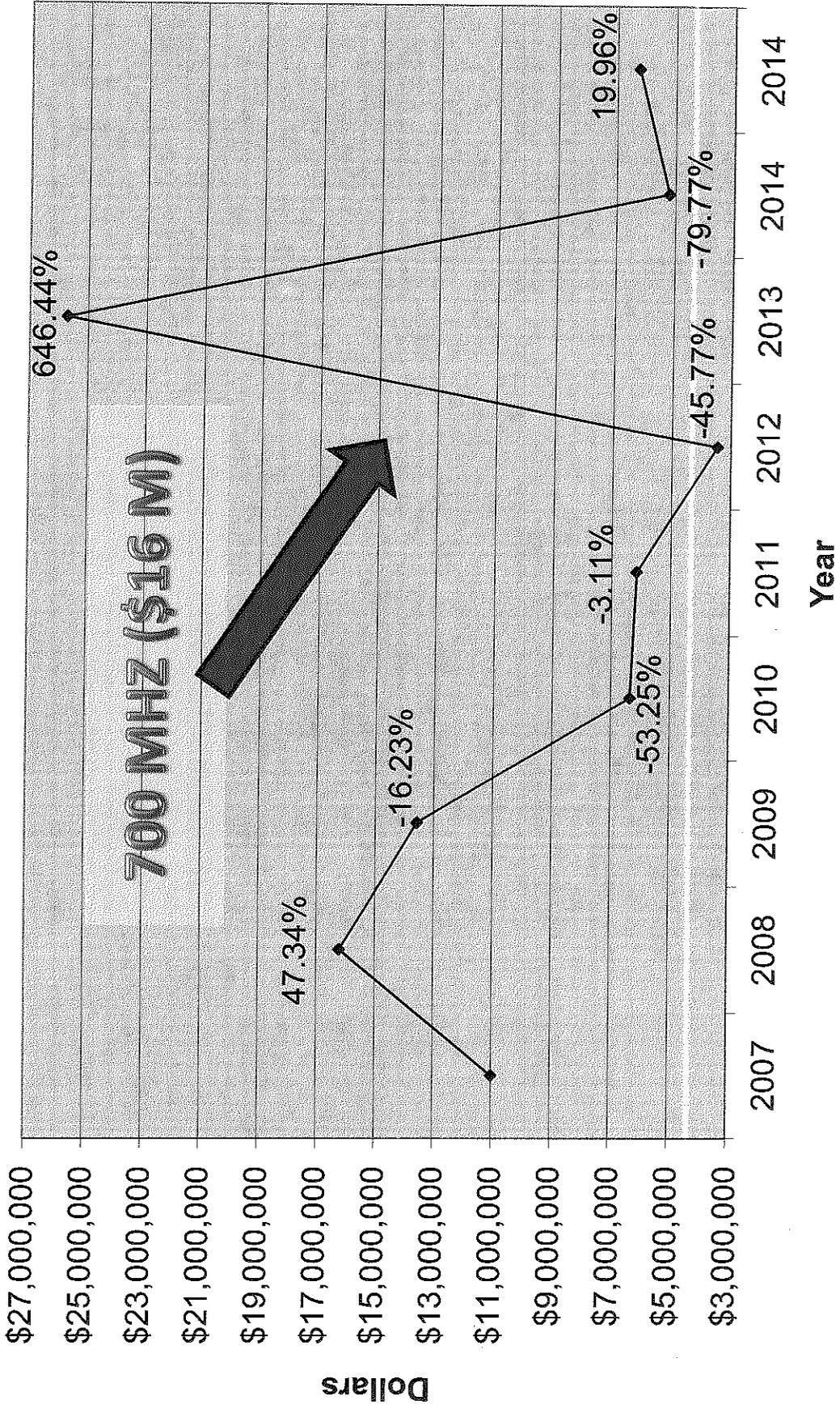


ROBERT N. DILELLA, CLERK

Total Capital Expense Trends

2007	2008	2009	2010	2011	2012	2013	2014
\$11,004,000	\$16,213,000	\$13,581,000	\$6,348,500	\$6,151,000	\$3,443,000	\$25,700,000	\$5,200,000
Percentages	47.34%	-16.23%	-53.25%	-3.11%	-45.77%	646.44%	-79.77%
							\$6,238,000
							19.96%

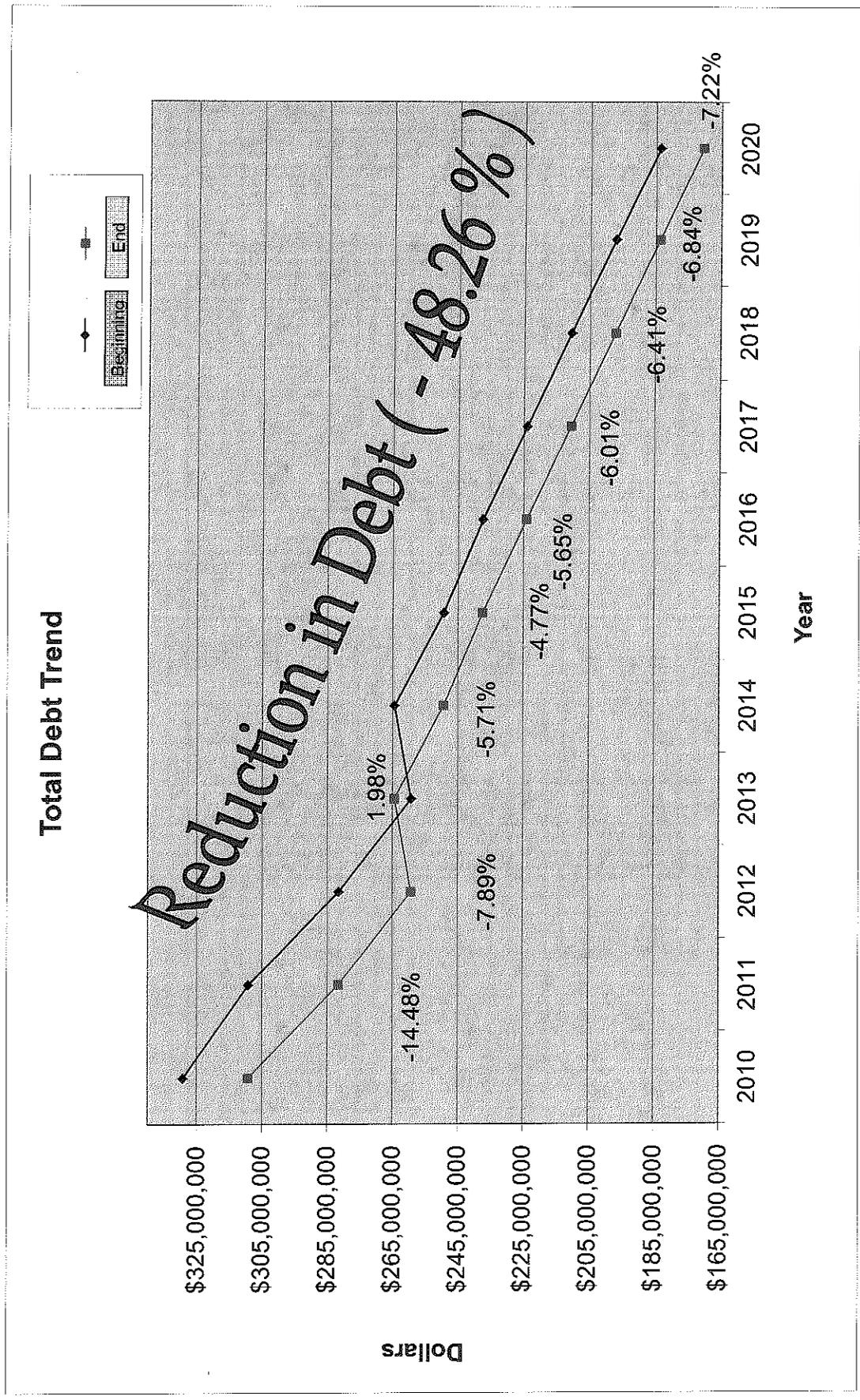
Total Capital Expense Trends



Total Debt Trend

	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020
\$329,200,000	\$309,200,000	\$281,521,000	\$281,521,000	\$259,311,000	\$264,448,000	\$249,341,000	\$237,446,000	\$224,033,000	\$210,565,000	\$197,067,000	\$183,585,000
\$309,200,000	\$281,521,000	\$259,311,000	\$264,448,000	\$249,341,000	\$237,446,000	\$224,033,000	\$210,565,500	\$197,067,000	\$183,585,000	\$170,333,000	\$158,867,000
Percentages	-14.48%	-7.89%	1.98%	-5.71%	-4.77%	-5.65%	-6.01%	-6.41%	-6.84%	-7.22%	

*Beginning
*End

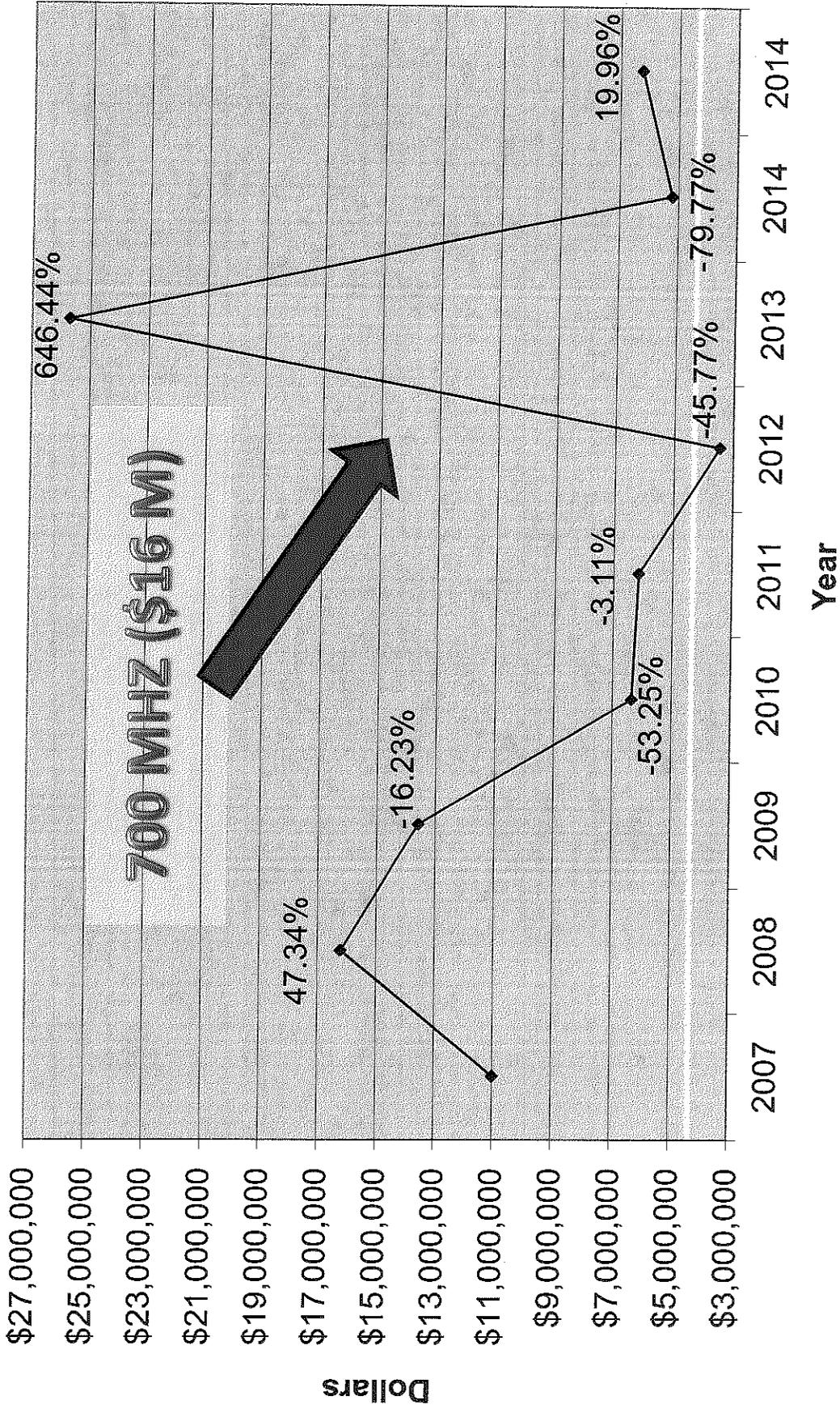


\$158,867,000 REDUCTION IN DEBT

Total Capital Expenditure Trends

2007	2008	2009	2010	2011	2012	2013	2014
\$11,004,000	\$16,213,000	\$13,581,000	\$6,348,500	\$6,151,000	\$3,443,000	\$25,700,000	\$5,200,000
Percentages	47.34%	-16.23%	-53.25%	-3.11%	-45.77%	646.44%	-79.77%
							19.96%

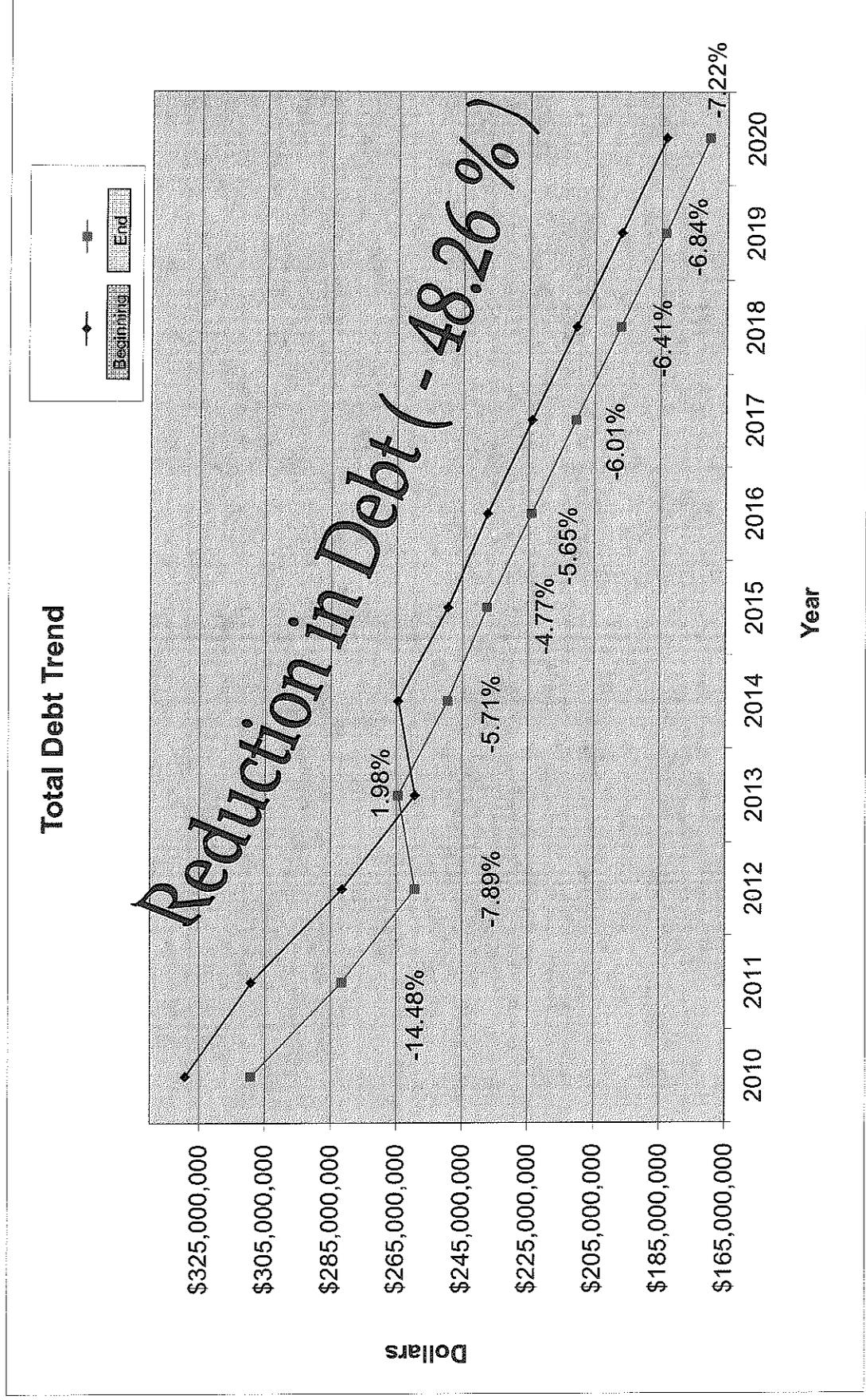
Total Capital Expenditure Trends



Total Debt Trend

	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020
\$329,200,000	\$309,200,000	\$281,521,000	\$281,521,000	\$259,311,000	\$264,448,000	\$249,341,000	\$237,446,000	\$224,033,000	\$210,565,000	\$197,067,000	\$183,585,000
\$309,200,000	\$281,521,000	\$259,311,000	\$264,448,000	\$249,341,000	\$237,446,000	\$224,033,000	\$210,565,500	\$197,067,000	\$183,585,000	\$170,333,000	
Percentages	-14.48%	-7.89%	1.98%	-5.71%	-4.77%	-5.65%	-6.01%	-6.41%	-6.84%	-7.22%	

*Beginning
*End



\$158,867,000 REDUCTION IN DEBT

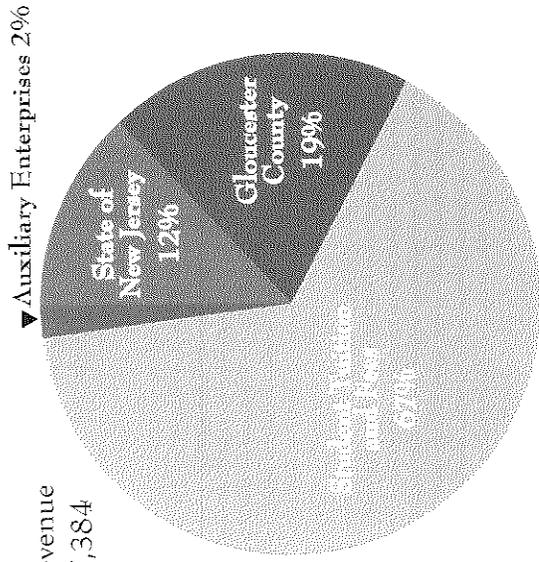


Budget Overview 2016

• Anticipated Revenue	\$40,947,384
• FY 15 Carryover	\$256,446
• Reserve Capital Project	(\$320,310)
• Reserve Utilized	\$47,049
TOTAL BUDGET	\$40,930,569

Revenue Projections 2016

Total Revenue
\$40,947,384

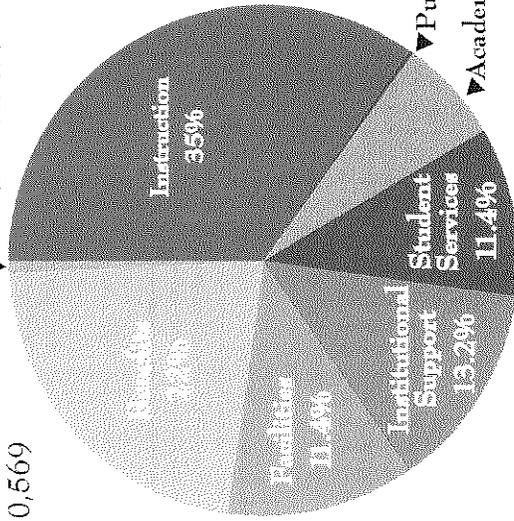


- Government Allocations
 - State of New Jersey \$5,076,491
 - Gloucester County \$7,654,944
 - Represents level funding
 - Student Tuition and Fees \$27,496,970
 - Represents \$2/\$4 increase
 - \$97 per credit = 2.10% increase
 - Auxiliary Enterprises \$718,979
- TOTAL REVENUE \$40,947,384**

Expenditure Projections 2016

Total Expenditure
\$40,930,569

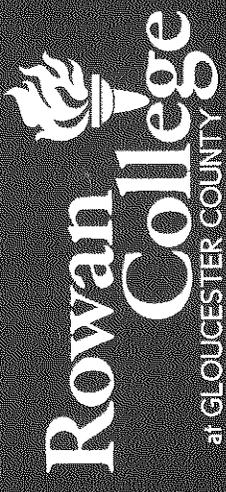
▼Debt Services 0.2%



● Instruction	\$14,318,760
● Public Service	\$131,299
● Academic Support	\$2,643,228
● Student Services	\$4,683,740
● Institutional Support	\$5,399,742
● Facilities	\$4,646,958
● Benefits	\$9,007,842
● Debt Service	\$99,000
TOTAL EXPENDITURES	\$40,930,569

Impact Factors

- State Funding Flat no increase
- County Funding Flat no increase
- Local Funding Enrollment increase
(1% budget increase)
- Reserve Allocation \$47,049
- Labor Contracts Two years remaining on contract
- Benefits Six-month contract
- Reserve Capital Project \$320,310



Redefining Full-time

Fall 2014

7,130 Students

Of the 7,130 (*census number*) enrolled,
what is the percentage of full-time vs part-time?

4,009 full-time = 56.2%

3,121 part-time = 43.8%

Capital Projects

Project	Dollar Amount	Completion Date
Nursing and Allied Health Center	\$11,431,368	September 2015
Adult Center for Transition	\$4,740,800	Summer 2015
Criminal Justice Center Expansion	\$2,199,344	March 2015
Student Services Center Expansion	\$6,183,208	December 2015
Business and Corporate Center Retrofit	\$1,500,000	Closes after 2015 graduation and opens Spring 2016
Total	\$26,054,720	



SUPERINTENDENT/DISTRICT PROGRAMS AND BUDGET SUMMARY

2015-2016

SPECIAL EDUCATION	ALTERNATIVE EDUCATION	NONPUBLIC PROGRAMS	SPECIAL PROJECTS	NONTRADITIONAL/ENTERPRISE
<ul style="list-style-type: none"> Bankbridge Development Center Bankbridge Elementary Bankbridge Regional High School Bankbridge Career Center (GCIT) Bankbridge Dev. Center Annex at GCIT Integrated Preschool Program at Shady Lane Early Childhood Ctr. Extended School Year Program Adult Center for Transition 	<ul style="list-style-type: none"> Alternative High School at Bankbridge Regional High School (Full and Part-Time) 	<ul style="list-style-type: none"> Chapter 192 Chapter 193 Chapter 226 Auxiliary Services IDEA Services <p>As supported by funding</p>	<ul style="list-style-type: none"> Migrant Education McKinney-Vento Homeless Education Services Goals for Youth <p>As supported by funding</p>	<ul style="list-style-type: none"> Center for Regional Educational Support Services (CRESS) Education Foundation School Based Youth Services Computer Center/EMC Cooperative Transportation Therapeutic Recreation Safe Schools Program <p>Continue Expansion of CRESS</p>
<p>PROJECTED ENROLLMENT</p> <p>▶ Special Education – 710</p> <p>Administration</p> <p>▶ Alternative Education – 15</p>				
<p>No New Administrative Staff (Continue Shared Administrative pattern with GCIT)</p>				
<p>Staff – 2 New Teaching Staff</p>	<p>Staff - No additions</p>	<p>Staff - No additions</p>	<p>Staff - No additions</p>	<p>Staff - No additions</p>
<p>Support Staff - No additions</p>	<p>Support Staff - No additions</p>	<p>Support Staff - No additions</p>	<p>Support Staff - No additions</p>	<p>Support Staff - No additions</p>
<p>SPECIAL EDUCATION RESOURCES</p>				
<ul style="list-style-type: none"> Applied Behavioral Analysis Departmentalized Academic Program Based on the NICCS Employability Skills Fast Forward Reading Program Goals for Youth Program Character Education 	<ul style="list-style-type: none"> Life-long Learning Programs Linkages to Adult Service Providers Musical Plays and Presentations for the School or Community Occupational Training Skills County-wide Professional Development 	<ul style="list-style-type: none"> Peer Mediation, Social Skills Training & Character Education Schools-to-Careers Component Social Activities–Community Outings Social Skills Programs Respite Care 	<ul style="list-style-type: none"> Specialized Equipment to Support Student Success and Safety Special Olympics Bowling, Basketball, Soccer, Miracle League Baseball Supported Employment Teen Parenting Support Groups 	<ul style="list-style-type: none"> Transition Services–Community Based Instruction Vocational Education–Auto, Building Trades, Computers, Horticulture, & Retail Independent Living Video Production

<u>GCSSSD BUDGET SUMMARY</u>				
SPECIAL EDUCATION	ALTERNATIVE EDUCATION	NONPUBLIC PROGRAMS	SPECIAL PROJECTS	ENTERPRISE
<ul style="list-style-type: none"> Increase Rates: <ul style="list-style-type: none"> \$33,480 - BD + 2.15% \$34,920 - PS + 2.06% \$35,100 - MD + 2.05% \$44,280 - AI + 2.03% \$3,000 - Out of County Surcharge - Add to Tuition Rates above - No change 	<ul style="list-style-type: none"> 2% Increase in Tuition 	<ul style="list-style-type: none"> Funding to be determined 	<ul style="list-style-type: none"> Funding Levels to be determined 	<ul style="list-style-type: none"> <2% Increase in Fee Structure depending on Program
<p style="text-align: center;"><u>OPERATIONAL COSTS</u></p> <p>Workers Compensation +2.5%</p> <p>Health Ins. +18%</p> <p>Prescription Ins. +18%</p> <p>Dental Ins. +18%</p> <p>Utilities +2%</p> <p>Pension +.5%</p> <p style="text-align: right;">• Labor Agreement – TBD</p> <p style="text-align: right;">GCSSDEA – under Contract through June 30, 2015</p>				
<i>Lowest Administrative Cost of all 8 Special Services School Districts</i>				



SUPERINTENDENT/DISTRICT PROGRAMS AND BUDGET SUMMARY

2015-2016

Revised

ACADEMY PROGRAMS	CAREER-TECHNICAL PROGRAMS	VOCATIONAL SHARED-TIME	NONTRADITIONAL/ENTERPRISE
<ul style="list-style-type: none"> • Allied Health and Medical Science • Engineering • Finance and Business Management • IT and Digital Communication 	<ul style="list-style-type: none"> • Construction Technology • Cosmetology • Culinary Arts • Performing Arts-Dance • Performing Arts-Drama • Transportation Technology 	<ul style="list-style-type: none"> • Fire Science • Law Enforcement 	<ul style="list-style-type: none"> • Adult Career Technical Program • Adult High School • Apprenticeship Program • Youth One-Stop GED Program • Aquatics and Fitness • Automotive • Channel 5 • Cosmetology • Food Service • Summer School
PROJECTED ENROLLMENT			
<p>▶ Incoming Freshman Class – 346 (Applications for Incoming Freshman Class – 900)</p>			
<p>▶ Total School Enrollment for 2015-2016 – 1,350</p>			
<i>Administration</i> - No New Administrative Staff			
Continue Shared Administrative Pattern with Special Services / Labor Agreement for the Faculty and Administration Units (TBD)			
<p><u>Staff</u> – No additions</p>	<p><u>Staff</u> – No additions</p> <p>Possible reduction in force due to individual program enrollment.</p>	<p><u>Staff</u> – No additions</p>	<p><u>Staff</u> – No additions</p>
<p><u>Support Staff</u> – No additions</p>	<p><u>Support Staff</u> – No additions</p>	<p><u>Support Staff</u> – No additions</p>	<p><u>Support Staff</u> – No additions</p>
PARTNERSHIPS			
<ul style="list-style-type: none"> • American Welding Society • Atlantic Cape Community College • Automotive Service Excellence (ASE) • Cunningham, J.A. • Fairleigh Dickinson U. • Ford ASSET Program • Inspira (aka Underwood Hospital) 	<ul style="list-style-type: none"> • Insulators and Asbestos Workers Local Union 14 • International Brotherhood of Carpenters Local Union 255 • International Brotherhood of Electrical Workers (IBEW) Local Union 351 • International Center for Leadership in Ed. (Model School) 	<ul style="list-style-type: none"> • Ironworkers Local Union 399 • Johnson & Wales U. • Juilliard • Kennedy Health Systems • LaSalle U. • National Academy Foundation • National Automotive Technician Education Foundation (NATEF) • Nova Care 	<ul style="list-style-type: none"> • Peirce College • Refrigeration, Plumbers & Pipefitters & Steamfitters Local Union 322 • Rowan College at G.C. • Rowan U. • Seton Hall U. • Sheet Metal Workers Local Union 19
<ul style="list-style-type: none"> • Universal Technical Institute • University of Medicine & Dentistry of NJ (UMDNJ) • Virtua Hospital • Weld-Done • West Chester U. • Widener U. • Workforce Investment Board (WIB) 			

<u>GCIT BUDGET SUMMARY</u>	
<p>OPERATIONAL COSTS</p> <p>Workers Compensation - +8%</p> <p>Health Ins. - +18%</p> <p>Prescription Ins. - +18%</p> <p>Dental Ins. - +18%</p> <p>Utilities - +2%</p> <p>Pension Increase - +1%</p>	<ul style="list-style-type: none"> • Labor Agreements - TBD <p>GCVTEA under Contract through June 30, 2015 GCVTPSA under Contract through June 30, 2015</p>
<p>GRAND TOTAL – 2015-2016 PROPOSED GLOUCESTER COUNTY VOCATIONAL-TECHNICAL SCHOOL DISTRICT BUDGET - TBD</p>	

Lowest Administrative Cost of all 21 Vocational School Districts

P1

Gloucester County

Board of Chosen Freeholders
Proclamation
~ In Honor Of ~

Deptford High School's "Spartan Marching Band"
TOB Group II Open NJ State Championship ~ First Place
TOB Group II Open Atlantic Coast Championship ~ First Place

WHEREAS, the Tournament of Bands (TOB) is one of the largest competitive band organizations in the United States founded in 1972 by the National Judges Association and currently has 439 member bands. The Tournament of Bands sanctions approximately 140 field band events as well as about 100 indoor events annually; and

WHEREAS, the Deptford High School Spartan Marching Band captured their Third State Title in a row at the Tournament of Bands New Jersey State Championship held at the Toms River High School North, Toms River, New Jersey on October 18, 2014; and

WHEREAS, the Deptford High School Spartan Marching Band also captured its first Tournament of Bands Group II Open Atlantic Coast Championship held at the Hershey Park Stadium, Hershey, Pennsylvania on October 26, 2014. The Spartans captured First Place at the Atlantic Coast Championships in competition with 26 other bands in the Group II Open with a score of 97.3 out of 100, the highest score in school history, and also won awards for Best Music, Best Visual and Best Woodwinds. As a founding member of the Tournament of Bands Circuit, this is one of the biggest accomplishments in the Spartan Marching Band's storied history; and

WHEREAS, the Deptford High School Spartan Marching Band consists of 70 members under the guidance of Mike Armstrong, Director, and Lou Randazzo, Assistant Director; and

NOW, THEREFORE, BE IT PROCLAIMED, that I, Robert M. Dammingier, 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 and congratulate the Deptford High School Spartan Marching Band on winning First Place at the Tournament of Bands Group II Open NJ State Championship and the Tournament of Bands Group II Open Atlantic Coast Championship.

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 15th day of April, 2015.

Robert M. Dammingier
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 of the Board

Board of Chosen Freeholders Proclamation

PROCLAIMING APRIL AS SEXUAL ASSAULT AWARENESS MONTH

WHEREAS, the Gloucester County Board of Chosen Freeholders would like to proclaim April as Sexual Assault Awareness Month in Gloucester County; and

WHEREAS, it is the intention of the County of Gloucester to focus attention on noteworthy occasions and individuals; and

WHEREAS, "Denim Day" is a campaign to end sexual violence through prevention and education, celebrated annually around the world, set to coincide with April's designation as Sexual Assault Awareness Month throughout April 2015; and

WHEREAS, Center For Family Services, SERV program is leading the Gloucester County community in its fourth Denim Day this April, and is observing Sexual Assault Awareness Month throughout April 2015; and

WHEREAS, nationally, the numbers are startling - 1 in 6 American women and 1 - 5 female college students will be sexually assaulted in their lifetimes, and in fact, its prevalence has led to the Center for Disease Control to classify sexual assault as one of the nation's fastest growing epidemics; and

WHEREAS, the County of Gloucester is extremely concerned about the health and welfare of the women in our community; and thus, we support and appreciate the organizations that devote their time to assisting those who have been personally affected by this heinous crime, and to working to prevent sexual violence through education and awareness.

NOW, THEREFORE, BE IT PROCLAIMED, that I, Robert M. Damming, 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 April as Sexual Assault Awareness Month in Gloucester County and urge all citizens to join in supporting those affected by sexual violence; supporting causes such as Stand, Speak, Empower Day and Denim Day, and organizations like the Center For Family Services; and in working together with each other to create a stronger, healthier, and more vibrant place to live.

IN WITNESS OF, the Board of Chosen Freeholders have caused these presents to be executed and the seal of the County of Gloucester be affixed this 7th day of April 2015.

[Signature]
Giuseppe (Joe) Chila
Freeholder Deputy Director

[Signature]
Lyman Barnes
Freeholder

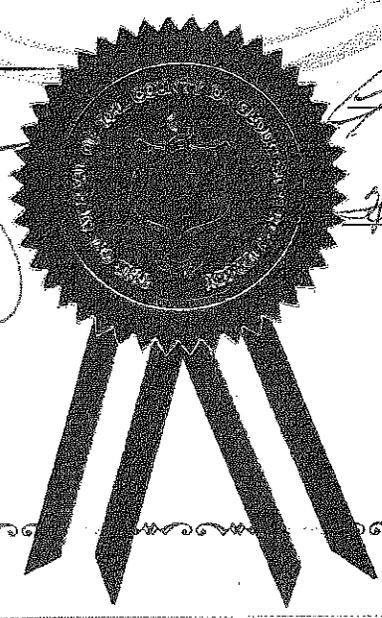
[Signature]
Daniel Christy
Freeholder

[Signature]
Frank J. DiMarco
Freeholder

[Signature]
James B. Jefferson
Freeholder

[Signature]
Heather Simmons
Freeholder

Attest:
[Signature]
Robert N. DiLella, Clerk of the Board



**RECOGNIZING THE WEEK OF APRIL 12 – 18, 2015
AS THE WEEK OF THE YOUNG CHILD**

WHEREAS, the Gloucester County Commission for Women, the Southern Regional Child Care Resource Center/EIRC, the Arc Gloucester, and other local organizations, in conjunction with the National Association for the Education of Young Children, are celebrating the Week of the Young Child, April 12-18; with this year's theme: Celebrating our Youngest Learners; and

WHEREAS, by calling attention to the need for high-quality early childhood services for all children and families within our community, these groups hope to improve the quality and availability of such services; and

WHEREAS, the future of our community depends on the quality of the early childhood experiences provided to young children today; and

WHEREAS, the Week of the Young Child provides an opportunity for learning centers, childcare centers, preschool, summer camps and elementary schools to hold activities to bring awareness to the needs of young children; and

WHEREAS, the Week of the Young Child provides an opportunity to celebrate the agencies, caregivers, and teachers that bring early childhood education and care to young children; and

WHEREAS, the intent of the Week of the Young Child is to focus attention on and provide support to the young children of Gloucester County and to increase awareness of their talents and capacities;

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 April 12-18 as the Week of the Young Child in Gloucester County and urge all residents and community organizations to recognize and support the needs of young children in our community.

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 April, 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 of the Board

Gloucester County

Board of Chosen Freeholders

A Proclamation

RECOGNIZING THE MONTH OF APRIL AS CHILD ABUSE PREVENTION MONTH IN GLOUCESTER COUNTY

WHEREAS, we all have a responsibility, as individuals, neighbors, community members and citizens of GLOUCESTER COUNTY to help create healthy, safe and nurturing experiences for children; and

WHEREAS, safe and healthy childhoods help produce confident and successful adults; and

WHEREAS, child abuse and neglect often occurs when people find themselves in stressful situations, without community resources, and don't know how to cope; and

WHEREAS, the majority of child abuse cases stem from situations and conditions that are preventable in an engaged and supportive community; and

WHEREAS, child abuse and neglect can be reduced by ensuring that every family has the support and resources they need to raise their children in a healthy environment; and

WHEREAS, it is recognized that no one person can do everything, but that everyone can do something, and together we can create change for the better; and

WHEREAS, effective prevention programs succeed because of partnerships among agencies, school, religious organizations, law enforcement agencies and the business community;

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 April as the Child Abuse Prevention Month in Gloucester County and urge all residents and community organizations to recognize and support the needs of young children in our community.

IN WITNESS WHEREOF, the Board of Chosen Freeholders have caused these presents to be executed and the seal of the County of Gloucester to be affixed this 23rd day of April, 2015.

Robert M. Damminger
Freeholder Director

Giuseppe (Joe) Chila
Freeholder Deputy Director

Lyman Barnes
Freeholder

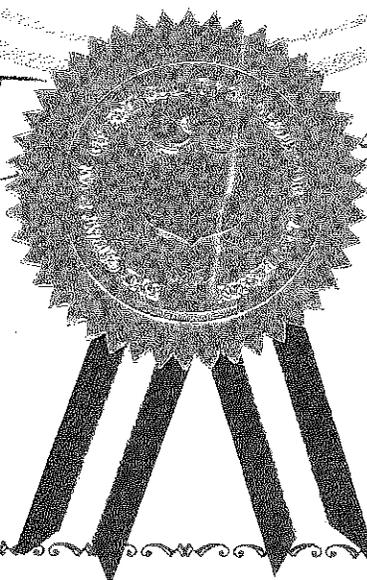
Daniel Christy
Freeholder

Frank J. DiMarco
Freeholder

James B. Jefferson
Freeholder

Heather Simmons
Freeholder

Attest:
Robert N. DiLella
Robert N. DiLella, Clerk of the Board



**RESOLUTION ELECTING N.J.S.A. 40A:4-45.4 (the "1977 CAP") TO
DETERMINE THE 2015 COUNTY TAX LEVY**

WHEREAS, N.J.S.A. 40A:4-45.45 limits the amount to be raised by county taxes to the lower of the amount required by N.J.S.A. 40A:4-45.4 (the "1977 CAP") or N.J.S.A. 40A:4-45.45 (the "2010 CAP"); and

WHEREAS, in the event the 1977 CAP and the 2010 CAP yield an equal limitation on the amount to be raised by county taxes, the Board of Chosen Freeholders must elect the Statute on which the amount to be raised by county taxes will be calculated; and

WHEREAS, the 2015 budget of the County of Gloucester, New Jersey, yields an equal amount to be raised by county taxes when calculated under the 1977 CAP and the 2010 CAP.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that it hereby elects N.J.S.A. 40A:4-45.4 (the "1977 CAP") to determine the amount to be raised by county taxes in its 2015 budget and to have the ability to carry forward any unused bank.

ADOPTED at a meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, April 15, 2015 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

public hearing

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 therefor 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

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
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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
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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.

A-1

**RESOLUTION AUTHORIZING A CLOSED SESSION TO DISCUSS THE STATUS OF
GLOUCESTER COUNTY V. WEST DEPTFORD TOWNSHIP, ET AL, DOCKET NO.
GLO-L-871-14**

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

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

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

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

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

1. The Board of Chosen Freeholders of the County of Gloucester shall hold a closed meeting, from which the public shall be excluded, on April 15, 2015.
2. The general nature of the subjects to be discussed at said closed meeting shall be the status of the litigation matter 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, April 15, 2015, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

A-2

RESOLUTION PROVIDING FOR THE INSERTION OF SPECIAL ITEMS OF REVENUE INTO THE 2015 BUDGET PURSUANT TO N.J.S.A. 40A:4-87

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

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

NOW, THEREFORE, BE IT RESOLVED that the County of Gloucester hereby requests the Director of the Division of Local Government Services approve the insertion of special items of revenue into the Gloucester County budget for the year 2015 as follows:

- (1) The sum of **\$7,470.00**, which item is now available as a revenue from the State of New Jersey, Department of Law and Public Safety Megan's Law Grant, to be appropriated under the caption of the State of New Jersey, Department of Law and Public Safety Megan's Law Grant - *Other Expenses*;
- (2) The sum of **\$71,775.00**, which item is now available as a revenue from the State of New Jersey, Department of Law and Public Safety Sexual Assault Nurse Examiner Project, to be appropriated under the caption of the State of New Jersey, Department of Law and Public Safety Sexual Assault Nurse Examiner Project- *Other Expenses*;
- (3) The sum of **\$1,000,000.00**, which item is now available as a revenue from the State of New Jersey, Department of Transportation FY15 Local Bridges Future Needs Program, to be appropriated under the caption of the State of New Jersey, Department of Transportation FY15 Local Bridges Future Needs Program - *Other Expenses*;
- (4) The sum of **\$65,000.00**, which item is now available as a revenue from the State of New Jersey, Department of Law and Public Safety FY14 Emergency Management Assistance Agency Grant, to be appropriated under the caption of the State of New Jersey, Department of Law and Public Safety FY14 Emergency Management Assistance Agency Grant - *Other Expenses*.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, April 15, 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 APRIL 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 April 10, 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 April 10, 2015.

NOW, THEREFORE, BE IT RESOLVED that the County's Bill List for the period ending April 10, 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 April 10, 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, April 15, 2015 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

A-4

**RESOLUTION APPOINTING A MEMBER OF THE GLOUCESTER COUNTY
WORKFORCE INVESTMENT BOARD**

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

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

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

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

WHEREAS, a vacancy exists on the Workforce Investment Board due to the resignation of Morris Reichman, which vacancy the Board of Chosen Freeholders desires to fill; and

WHEREAS, the Gloucester County Board of Chosen Freeholders has received a recommendation for the aforesaid appointment to fill said vacancy; and

WHEREAS, it has been further determined that the individual to be appointed is qualified, and desirous of serving in said Board.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that **Robert B. DeMarco** is hereby appointed to the Gloucester County Workforce Investment Board to fill the unexpired term of Morris Reichman, which term expires on December 31, 2015; and

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

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, April 15, 2015 in Woodbury, New Jersey.

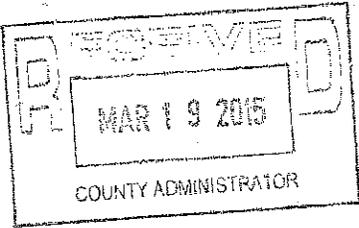


COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK



A4

GLOUCESTER COUNTY WORKFORCE INVESTMENT BOARD MEMBERSHIP/COMMITTEE APPLICATION

Please complete the following questionnaire to the best of your ability.
Information you provide is for informational use only.

A. APPLICANT

1. Name ROBERT B. DEMARCO
2. Home Address [REDACTED]
3. Home Phone [REDACTED]
- Work Phone [REDACTED]
- Cell Phone [REDACTED]
- Fax [REDACTED]
- Email rdemarco@dol.state.nj.us

B. PLEASE ATTACH A COPY OF YOUR RESUME.

C. EMPLOYMENT

1. Employer/Address NJ LWD
Gloucester County ONE-STOP
215 CROWN POINT RD, SUITE 200
THORCFACE NJ 08086-0159
2. Years with employer 23
3. Position/Title WORKFORCE MANAGER
4. Number of years in current position Started here 2/23/15
WORKFORCE MANAGER SINCE 1/30/2010

5. Do you have any hiring responsibilities? INTERVIEW NEW Staff AND MAKE HIRING RECOMMENDATIONS
6. Provide a brief description of your job duties.
MANAGE ONE-STOP CAREER CTR FOR NJ Dept. of LABOR/Workforce development.
Develop GOALS + objectives for office activities. serve
as liaison between the office, community groups, WIB, and local partners
Ensure customers receive excellent customer service
prepare reports.

D. ORGANIZATION/BUSINESS

1. Name of Organization _____

2. Business Telephone _____
 Business Fax _____

3. What service/product does the business provide? _____

4. Does business have clear & concise written job descriptions, expectations & qualifications? _____

5. Does business take an active role in the community other than providing the organizations' product/service? _____
 If so, in what capacity? _____

6. Size of organization/business _____

Owner, Chief Executive, Chief Operating Officer, other/
Please specify:

Name(s)	Title
_____	_____
_____	_____
_____	_____
_____	_____

7. Status of Organization/Business

- A. Public Agency _____
- B. Private for Profit _____
- C. Private, Non Profit _____
- D. Community Based Organization _____
- E. Educational Agency _____

E. OTHER

1. Have you served on committees in the past? Yes
If yes, please list those committees and what role you played on the committee.

CAMDEN COUNTY WIB BOARD
OPERATIONS COMMITTEE
WORKFIRST OPERATIONAL COMMITTEE

2. Please indicate previous community involvement.

3. Please list professional/civic associations to which you belong.

NONE AT THIS TIME

4. Please indicate the number of hours per month you estimate you could commit to a committee. _____
Material review/research at home _____
Regular meetings _____

5. Does having an active role in the development of Gloucester County's economic future appeal to you and your employer?
YES

6. Will your employer allow you to devote a reasonable amount of work time to this endeavor? YES

F. Please indicate in order of preference on which Committee/Sub-committee you would like to serve:

1. Apprenticeship/Workforce Development _____
 - a. GC Business First _____
2. Communications/Marketing _____
3. Community Needs Assessment _____

Sub-committees:

 - a. Literacy _____
 - b. Disability _____
4. Coordination _____
6. Resource Analysis/Performance Management _____
7. Youth Council _____

Robert B. DeMarco
Signature

3-17-2015
Date

AS

RESOLUTION APPOINTING A MEMBER TO THE DISABILITY ADVISORY COUNCIL

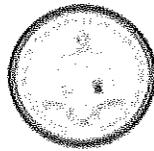
WHEREAS, the Disability Advisory Council (DAC) was established by the County to address the needs of the County's residents with disabilities through the Division of Disability Services; and

WHEREAS, the Board of Chosen Freeholders desires to appoint a person to fill a vacancy on the DAC; and

WHEREAS, Joan Clark is available and qualified to serve as a Council member from April 15, 2015 to December 31, 2015.

NOW THEREFORE BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that Joan Clark be and is hereby appointed to serve as a member of the Disability Advisory Council from April 15, 2015 to December 31, 2015.

ADOPTED at a regular meeting of the Gloucester County Board of Chosen Freeholders held on Wednesday, April 15, 2015 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

Joan Clark

AS

Employment Experience:

Avenues to Independent Living

2001 – Present

Ex-Director

- Oversees all functions of Avenues to Independent Living Business
- Acts as a mentor for Supervisors in need of improved or additional skills
- Supervises DSPs in provision of quality care for individuals with developmental disabilities
- Conducts employee trainings on a variety of topics, including customer service,
- Organizes group activities designed to promote consumers' inclusion in their communities
- Submits documentation gathered from data collection in accordance with state and local regulations and in line with agency policies
- Conducts new consumers intake interviews and matches them with DSP

Bancroft NeuroHealth, Haddonfield, NJ

1983–2002

Employment Specialist

- Networks with local businesses and employers for both paid and volunteer positions for persons served
- procure contract work for the workshop area
- Communicates with co-op teachers at all levels concerning community skill-building and placement opportunities bus training.

Train students at community placements near their homes.

Direct Care Provider

- Residential Programs: acted as direct support staff for group homes, on-campus apartments, community-based apartments, and on-campus dormitory living
- Educational Programs: provided teacher's aide/ classroom assistant services for individuals with acute behavioral needs within Industrial Arts (woodworking) and Green House (planting and care, composting, fresh and dry flower arranging) environments
- Vocational Programs: supervised sheltered workshop programs as well as paid in-house work on a contract basis.
- Collected data for transition students over a three year period after graduation.
- Disbursed petty cash as needed and requested monthly checks .
- Assigned van drivers routes

Joan Clark

Salem County Regional Day

1-1 teaching assistant deaf and blind class room

1981-1983

Teaching sign language and daily living skills/bus aide as well

Trainings and Education:

Certifications

Adult CPR, First Aid & AED

Behavior Management

Blood-Borne Pathogens/ Universal Precautions

Crisis Management

Employment Specialist

Grief Management

Job Coaching Level I

Job Coaching Level II

Medication Administration

Overview of Developmental Disabilities

Prevention of Abuse and Neglect

Van Safety

Education

Pittston PA

High School Diploma, 1975

Gloucester County College

Education AAS 1980

Glassboro State

Special Education teacher

References Available upon Request

February 1, 2015

Gloucester County Freeholder Board

Disability Advisory Council Members

Leona Mather, Director Division of Disability

This letter is to inform you that I am resigning as a Member of the Disability Advisory Council effective immediately.

This change is necessitated by an increase in my responsibilities with my employer, St. John of God.

Best wishes for continued success in DAC endeavors.

Sincerely,

Kyle McCormick

A-6

**RESOLUTION TO CONTRACT WITH STEVEN W. BARTELT, MAI FOR
APPRAISAL SERVICES FROM APRIL 2, 2015 TO APRIL 1, 2016 IN AN AMOUNT
NOT TO EXCEED \$25,000.00**

WHEREAS, the County of Gloucester is responsible for the defense of County and State Appeals in multiple municipalities under the Pilot Program, historically, there have been 700 to 3,200 County appeals and 200 to 600 State Appeals for the entire County; and

WHEREAS, there is a need by Gloucester County for a professional pool of appraisers in connection with the defense of assessments for the County of Gloucester; and

WHEREAS, the County requested proposals, via RFP# 15-014, from interested providers and evaluated those proposals consistent with the County's fair and open procurement process; and

WHEREAS, the evaluation, based on the established criteria, concluded that Steven W. Bartelt, MAI, with a mailing address of P.O. Box 8169, Turnersville, NJ 08080, made the only fully responsive proposal and most advantageous proposal, for an amount not to exceed \$25,000.00; and

WHEREAS, the contract shall be for estimated units of service, from April 2, 2015 to April 1, 2016, pursuant to the proposals submitted by the Vendor; therefore, the contract is 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 continuation of the contract beyond December 31, 2015 is conditioned upon the approval of the 2016 Gloucester County Budget; and

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

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

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the Director of the Board be and is hereby authorized to execute and the Clerk of the Board be and is hereby authorized to attest to the contract with Steven W. Bartelt, MAI for a pool of appraisers in connection with defense of assessments from April 2, 2015 to April 1, 2016 in an amount not to exceed \$25,000.00; and

BE IT FURTHER RESOLVED, that a brief notice stating the nature, duration, service and amount of the contract, if applicable, and a copy of this Resolution and the contract 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; 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, April 15, 2015, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

ALP

**CONTRACT BETWEEN
COUNTY OF GLOUCESTER
AND
STEVEN W. BARTELT, MAI**

THIS CONTRACT is made effective this 2nd 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 **STEVEN W. BARTELT, MAI**, (a New Jersey Corporation) with a mailing address of P.O. Box 8169, Turnersville, NJ 08080, hereinafter referred to as "**Vendor**".

RECITALS

WHEREAS, there exists a need by the County of Gloucester for a pool of appraisers in connection with the defense of assessments; and

WHEREAS, Gloucester County is responsible for the defense of County and State Appeals in multiple municipalities under the Pilot Program. Historically, there have been 700 to 3,200 County Appeals and 200 to 600 State Appeals for the entire County. From time to time it may become necessary to engage a pool of appraisers for defense of such appeals; 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, Vendor represents an appraisal firm that is qualified to perform said services and desires to so perform pursuant to the terms and provisions of this Contract.

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

TERMS OF AGREEMENT

1. **TERM**. The term of the contract shall be for the period of one year for the period commencing April 2, 2015 and terminating April 1, 2016.
2. **COMPENSATION**. Vendor shall be compensated pursuant to the unit prices set forth in, and subject to all terms and provisions of, the Vendor's proposal dated March 16, 2015 (hereinafter the "Proposal"), which was submitted in response to the County's Request for Proposal ("RFP") #15-014. The proposal is incorporated into, and made part of this Contract, by reference. Contractor shall be paid an amount not to exceed \$25,000.00.

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

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

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

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

3. **DUTIES OF VENDOR.** The specific duties of the Vendor shall be as set forth in the RFP # 15-014, and Vendor's responsive proposal dated March 16, 2015 which are incorporated by reference in their entirety and made a part of this Contract.

Vendor agrees that it has or will comply with, and where applicable shall continue throughout the period of this Contract to comply with, all of the requirements set out in RFP #15-014.

4. **FURTHER OBLIGATIONS OF THE PARTIES.** During the performance of this Contract, the parties agree as follows, where applicable:

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

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

The vendor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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 # 15-014 issued by the County of Gloucester and Vendor's responsive proposal dated March 16, 2015. Should there occur a conflict between this form of Contract and RFP #15-014, then this Contract shall prevail. Should there occur a conflict between this Contract or RFP #15-014 and the Vendor's responsive Proposal dated March 16, 2015, this Contract or the RFP, as the case may be, shall prevail.

THIS CONTRACT is effective as of this 2nd 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 the day and year first above written.

ATTEST:

COUNTY OF GLOUCESTER

ROBERT N. DILELLA, CLERK

ROBERT M. DAMMINGER, DIRECTOR

WITNESS:

STEVEN W. BARTELT, MAI, OWNER

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-015-014 - Pool of Appraisers- Taxation Steven W. Bartelt

EVALUATION FACTORS 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.	SCORE
A. Proposal contains all required checklist information <u> 5 </u> points All required documentation submitted.	5
B. <u>Relevance and Extent of Qualifications, Experience, and Training of Personnel to be assigned</u> <u> 25 </u> points Extensive qualifications and experience. Notably mostly very local to our area.	24
C. <u>Relevance and Extent of Similar Engagements performed</u> <u> 25 </u> points Limited similar engagements noted and applicable.	23
D. <u>Plan for performing engagement is realistic, thorough, and demonstrates knowledge of requirements and personnel availability</u> <u> 25 </u> points Plan was detailed as to a plan to execute.	24
E. Reasonableness of Cost Proposal <u> 20 </u> points Fee is listed at 195.00 / hr. This fee is the Industry Standard	17
TOTALS	93

A-7

RESOLUTION AUTHORIZING AND CONFIRMING SETTLEMENT OF STATE TAX COURT TAX APPEAL COMPLAINTS OF PLAINTIFF, BULWARK WASHINGTON TOWNSHIP, LLC, C/O WALGREENS V. WASHINGTON TWP.; WG WOODBURY LLC C/O WALGREENS V. WOODBURY; ROLLING HOMES MHC, LLC V. WEST DEPTFORD; KRANZCO REALTY TRUST V. GLASSBORO

WHEREAS, the Plaintiff, Bulwark Washington Township, LLC c/o Walgreens v. Washington Township, Docket Numbers 008944-2013, 003190-2014, represented by Bruce Stavitsky, Esquire, filed state tax appeals contesting the assessment on the subject property known as Block 117, Lot 12; the Plaintiff, WG Woodbury LLC c/o Walgreens v. Woodbury, Docket Numbers 005599-2012, 007070-2014, 003494-2015, represented by Bruce Stavitsky, Esquire, filed state tax appeals contesting the assessment on the subject property known as Block 68, Lot 12; and the Plaintiff, Rolling Homes MHC, LLC v. West Deptford, Docket Numbers 4945-2012, 003471-2014, 002701-2015, represented by Michael A. Vespasiano, Esquire, filed state tax appeals contesting the assessment on the subject properties known as Block 325, Lot 7; and the Plaintiff Kranzco Realty Trust v. Glassboro, Docket Numbers 003185-2014, 001894-2015, represented by Bruce Stavitsky, Esquire filed state tax appeals contesting the assessment on the subject property known as Block 402, Lot 14 and Lot 14.02; and

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

WHEREAS, the parties through legal counsel and assessors and/or certified real estate appraisers engaged by the taxpayer and County have reached a resolution of the complaints, settling outstanding claims by Stipulation of Settlement attached hereto and hereby incorporated; and

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

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

Block 117, Lot 12 Bulwark Washington Township, LLC c/o Walgreens v. Washington Twp:

Tax Year	Original Assessment	Requested Tax Court Judgment
2013	\$3,690,700	Withdraw
2014	\$3,690,700	\$3,350,000
2015	\$3,690,700	\$2,950,000

Block 68, Lot 12 Woodbury LLC c/o Walgreens v. Woodbury:

Tax Year	Original Assessment	Requested Tax Court Judgment
2012	\$5,283,300	Withdraw
2014	\$4,000,000	\$2,900,000
2015	\$4,000,000	\$2,600,000

Block 325, Lot 7 Rolling Homes v. West Deptford:

Tax Year	Original Assessment	Requested Tax Court Judgment
2012	\$4,760,700	Withdraw
2014	\$4,760,700	\$4,200,000
2015	\$4,760,700	\$3,600,000

Block 402, Lot 14 Kranzco Realty Trust v. Glassboro:

Tax Year	Original Assessment	Requested Tax Court Judgment
2014	\$17,500,000	\$17,000,000
2015	\$17,500,000	\$16,000,000

Block 402, Lot 14.02 Kranzco Realty Trust v. Glassboro:

Tax Year	Original Assessment	Requested Tax Court Judgment
2014	\$731,800	Withdraw
2015	\$731,800	Withdraw *county board appeal

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, April 15, 2015, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

A57

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

BULWARK WASHINGTON TOWNSHIP, LLC,
 C/O WALGREENS,

 Plaintiff,

 v.

 WASHINGTON TOWNSHIP,

 Defendant.

TAX COURT OF NEW JERSEY

COUNTY OF GLOUCESTER

Docket No.: 008944-2013
003190-2014

Civil Action

Honorable Patrick DeAlmeida, P.J.T.C.

STIPULATION OF SETTLEMENT
(Local Property Tax)

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

Block 117	Lot 12	Unit Qualifier
Street Address 500 Egg Harbor Road		Year 2013

	Original Assessment	County Tax Board Judgment	Requested Tax Court Judgment
Land	<u>\$1,454,000</u>	N/A	WITHDRAW
Improvements	<u>\$2,236,700</u>		
Total	<u>\$3,690,700</u>		

Block 117	Lot 12	Unit Qualifier
Street Address 500 Egg Harbor Road		Year 2014

	Original Assessment	County Tax Board Judgment	Requested Tax Court Judgment
Land	<u>\$1,454,000</u>	N/A	<u>\$1,454,000</u>
Improvements	<u>\$2,236,700</u>		<u>\$1,896,000</u>
Total	<u>\$3,690,700</u>		<u>\$3,350,000</u>

2. ■ The provisions of N.J.S.A. 54:51A-8 (Freeze Act) shall not apply.
3. The parties acknowledge that the Court may not have jurisdiction over the following provision of this Stipulation of Settlement. However, the parties agree that the assessment shall be as follows:

Block 117	Lot 12	Unit Qualifier
Street Address 500 Egg Harbor Road		Year 2015

	<u>ORIGINAL ASSESSMENT</u>	<u>2015 ASSESSMENT</u>
Land	<u>\$1,454,000</u>	<u>\$1,454,000</u>
Improvements	<u>\$2,236,700</u>	<u>\$1,496,000</u>
Total	<u>\$3,690,700</u>	<u>\$2,950,000</u>

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. Plaintiff shall file an appeal for the tax year 2015 for the subject property to enforce this settlement.
7. Any Counterclaims filed on behalf of Defendant are herein withdrawn.
8. 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.
9. 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.
10. All the terms of this Stipulation of Settlement not contained within the Judgment shall survive entry of Judgment.

TRIMBLE & ARMANO

Dated: _____

JOHN J. ARMANO, JR. ESQUIRE
Attorney for Plaintiff

COUNTY OF GLOUCESTER

Dated: _____

ERIC M. CAMPO, ESQUIRE
Attorney for Office of Assessment

Dated: _____

ROBYN GLOCKER-HAMMOND
County Tax Assessor

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

ROLLING HOMES MHC, LLC

 Plaintiff,

 v.

 TOWNSHIP OF WEST DEPTFORD,

 Defendant.

TAX COURT OF NEW JERSEY
 COUNTY OF GLOUCESTER

Docket No.: 004945-2012
 003471-2014
 002701-2015

Civil Action

Honorable Patrick DeAlmeida, P.J.T.C.

STIPULATION OF SETTLEMENT
(Local Property Tax)

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

Block 325	Lot 7	Unit Qualifier
Street Address 1762 Crown Point Road		Year 2012

	Original Assessment	County Tax Board Judgment	Requested Tax Court Judgment
Land	<u>\$1,087,500</u>		WITHDRAW
Improvements	<u>\$3,673,200</u>		
Total	<u>\$4,760,700</u>		

Block 325	Lot 7	Unit Qualifier
Street Address 1762 Crown Point Road		Year 2014

	Original Assessment	County Tax Board Judgment	Requested Tax Court Judgment
Land	<u>\$1,087,500</u>	N/A	<u>\$1,087,500</u>
Improvements	<u>\$3,673,200</u>		<u>\$3,112,500</u>
Total	<u>\$4,760,700</u>		<u>\$4,200,000</u>

Block 325	Lot 7	Unit Qualifier
Street Address 1762 Crown Point Road		Year 2015

	Original Assessment	County Tax Board Judgment	Requested Tax Court Judgment
Land	<u>\$1,087,500</u>	N/A	<u>\$1,087,500</u>
Improvements	<u>\$3,673,200</u>		<u>\$2,512,500</u>
Total	<u>\$4,760,700</u>		<u>\$3,600,000</u>

2. The parties agree that there has been no change in value or municipal wide revaluation or reassessment adopted for the tax year 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. **Plaintiff shall file an appeal for tax year 2015 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 the entry of Judgment.

Dated: _____

MICHAEL A. VESPASIANO, ESQUIRE
Attorney for Plaintiff

COUNTY OF GLOUCESTER

Dated: _____

ERIC M. CAMPO, ESQUIRE
Attorney for Office of Assessment

Dated: _____

ROBYN GLOCKER-HAMMOND
County Tax Assessor

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

WG WOODBURY LLC c/o WALGREENS,
 Plaintiff,
 v.
 CITY OF WOODBURY,
 Defendant.

TAX COURT OF NEW JERSEY
 COUNTY OF GLOUCESTER

Docket No.: 005599-2012
 007070-2014
 003494-2015

Civil Action
 Honorable Patrick DeAlmeida, P.J.T.C.

STIPULATION OF SETTLEMENT
(Local Property Tax)

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

Block 68	Lot 12	Unit Qualifier
Street Address 343 South Broad Street		Year 2012

	Original Assessment	County Tax Board Judgment	Requested Tax Court Judgment
Land	<u>\$ 356,700</u>	N/A	WITHDRAW
Improvements	<u>\$4,926,600</u>		
Total	<u>\$5,283,300</u>		

Block 68	Lot 12	Unit Qualifier
Street Address 343 South Broad Street		Year 2014

	Original Assessment	County Tax Board Judgment	Requested Tax Court Judgment
Land	\$ 356,700	N/A	\$ 356,700
Improvements	\$3,643,300		\$2,543,300
Total	\$4,000,000		\$2,900,000

2. 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.

Block 68	Lot 12	Unit Qualifier
Street Address 343 South Broad Street		Year 2015

	Original Assessment	County Tax Board Judgment	Requested Tax Court Judgment
Land	\$ 356,700	N/A	\$ 356,700
Improvements	\$3,643,300		\$2,243,300
Total	\$4,000,000		\$2,600,000

3. ■ 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).
4. This agreement shall apply to any assignee, tenant and successor in interest of the subject property.

5. Plaintiff shall file an appeal for tax year 2015 for the subject property to enforce this settlement.
6. Any Counterclaims filed on behalf of Defendant are herein withdrawn.
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 the entry of Judgment.

STAVITSKY & ASSOCIATES, LLC

Dated: _____

BRUCE J. STAVITSKY, ESQUIRE
Attorney for Plaintiff

COUNTY OF GLOUCESTER

Dated: _____

ERIC M. CAMPO, ESQUIRE
Attorney for Office of Assessment

Dated: _____

ROBYN GLOCKER-HAMMOND
County Tax Assessor

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

KRANZCO REALTY TRUST,	:	TAX COURT OF NEW JERSEY
	:	COUNTY OF GLOUCESTER
Plaintiff,	:	Docket No.: 003185-2014
	:	001894-2015
v.	:	<i>Civil Action</i>
BOROUGH OF GLASSBORO,	:	Honorable Patrick DeAlmeida, P.J.T.C.
Defendant.	:	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	Lot	Unit Qualifier
402	14	
Street Address		Year
701-789 North Delsea Drive		2014
	Original Assessment	County Tax Board Judgment
		Requested Tax Court Judgment
Land	\$ 7,011,000	N/A
Improvements	\$10,489,000	\$ 9,989,000
Total	\$17,500,000	\$17,000,000

Block	Lot	Unit Qualifier
402	14.02	
Street Address		Year
791 N. Delsea Drive		2014
	Original Assessment	County Tax Board Judgment
		Requested Tax Court Judgment
Land	\$223,100	N/A
Improvements	\$508,700	WITHDRAW
Total	\$731,800	

Block 402	Lot 14	Unit Qualifier	
Street Address 701-789 North Delsea Drive		Year 2015	
	Original Assessment	County Tax Board Judgment	Requested Tax Court Judgment
Land	\$ 7,011,000	N/A	\$ 7,011,000
Improvements	\$10,489,000		\$ 8,989,000
Total	\$17,500,000		\$16,000,000

2. It is also **STIPULATION AND AGREED** that as part of this settlement, Plaintiff shall withdraw County Appeal No. 06-1500018L filed with the Gloucester County Board of Taxation for Block 402, Lot 14.02.
3. ■ 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).
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. It is further **STIPULATION AND AGREED** that there will be no added assessment on Block 402, Lot 14 for all improvements permitted up and through the date of this agreement.
7. Any Counterclaims filed on behalf of Defendant are herein withdrawn.
8. 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.
9. 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.

10. All the terms of this Stipulation of Settlement not contained within the Judgment shall survive entry of Judgment.

STAVITSKY & ASSOCIATES, LLC

Dated: _____

BRUCE J. STAVITSKY, 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-8

**RESOLUTION AUTHORIZING THE USE OF GOVDEALS ONLINE AUCTIONS
TO SELL GOVERNMENT SURPLUS THROUGH STATE CONTRACT #A83453,
INDEX #T2581**

WHEREAS, N.J.S.A. 40A:11-36 permits the governing body to sell property no longer needed for public use; and

WHEREAS, the County of Gloucester has a need to sell surplus government property; that is no longer needed for public use; and

WHEREAS, The sale of surplus property is being conducted pursuant to Local Finance Notice 2008-9 through GovDeals Online Auctions pursuant to State Contract #A83453/T2581 in accordance with the terms and conditions of the State Contract, and the address of the auction site is govdeals.com; and

WHEREAS, A list of the surplus property to be sold is as follows:

Vehicles:

1991 Ford F800 Dump Truck	VIN# 1FDXK84AXMVA08217
1991 Ford F800 Dump Truck	VIN# 1FDXK84A2MVA08597
1994 Ford F450 Dump Truck	VIN# 1FDLF47M7REA49753
1998 Ford E150 Van	VIN# 1FTRE1466WHA70206
1998 Ford Taurus	VIN# 1FAFP52U8WA229179
2000 Ford Explorer	VIN# 1FMCU70E4YUA55797
2009 Ford Escape	VIN# 1FMCU493X9KC19423
1995 Honda Accord EX	VIN# 1HGCD5653RA146998
1996 Ford Taurus	VIN# 1FALP52UXTA263364
1999 Chevy Lumina	VIN# 2G1WL52K5X9227223
2001 Chevy Impala	VIN# 2G1WF52K419224120
2004 Ford Crown Victoria	VIN# 2FALP71W94X175300
2003 Dodge Intrepid	VIN# 2B3HD46R43H562330
2000 Chevy Impala	VIN# 2G1WF55K1Y9333334
1997 Ford F150	VIN# 1FTDF172SVNB59958
1997 Mercury Sable Station Wagon	VIN# 1MELM 55U4VA648645
1990 Chevy 1500 Pick-up	VIN# 1GBGC24KOLE135844
1995 Chevy Astrovan	VIN# 1GNDM19W55B193263
2000 Ford Expedition	VIN# 1FMRU1665YLA35085
2001 Ford Focus 2x3	VIN# 3FAFP31361R154610
2000 Chevy Cavalier	VIN# 1G1JC5242Y7436594
2000 Ford Escort	VIN# 3FAKP1132YR179498
1995 Ford Crown Victoria	VIN# 2FALP71W25X191127
2002 Dodge Stratus	VIN# 1B3EL36R22N221630
2005 Ford Excursion	VIN# 1FMNU41L05EB36743
1998 Ford F250	VIN# 1FTPF28W1WNA34896
2003 Ford F250	VIN# 1FDNX20L73EA32440
1988 GMC Single Axle Tractor	VIN# 4GTP8C1Y1KV801666
1996 Ford Taurus	VIN# 1FALP5290TA297037
1997 Ford F150	VIN# 1FTDF1727VNB59959
1998 GMC 2500	VIN# 1GTGK24R5WZ502178
1990 Plymouth Acclaim	VIN# 1P3XA46K2MF575375

Ambulances

2001 Ford E450	VIN# 1FDXE45F71HB70620
1999 Ford E450	VIN# 1FDXE40F5XHB76934
1999 Ford E350	VIN# 1FDXE40F1XHA87541
1999 Ford E450	VIN# 1FDXE40F2XHC14944
2004 Ford E450	VIN# 1FDXE45P94HA88398
1994 Ford E350	VIN# 1FDKE30M8RHB63973
1997 Ford E350	VIN# 1FDLE40F7VHB65736
1994 Ford E350	VIN# 1FDKE30M7RHB63995

Buses

2008 Ford E350	VIN# 1FD3E35P48DA42872
2004 Freightliner	VIN# 44ZAACBW84CN81476

2004 Freightliner
2006 Ford E450
2009 Ford E450
2009 Ford E450
2006 Ford E350

VIN# 44ZAAC5WX4CN81472
VIN# 1FDWE35P46HA69167
VIN# 1FDEE35P99DA15676
VIN# 1FDEE35P09DA15677
VIN# 1FDXE45536HA32934

Miscellaneous

1995 Jacobsen Tri-King 1672 Triplex Mower
650LBS Used Golf Balls (Various Brands)

WHEREAS, the surplus property being indentified above is being sold in an “as-is” condition without express or implied warranties.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the County Purchasing Agent be authorized to sell the above government surplus property through GovDeals Online Auctions pursuant to State Contract Number #A83453.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, April 15, 2015 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

A-9

RESOLUTION TO CONTRACT WITH TYCO INTEGRATED SECURITY, LLC FOR THE MAINTENANCE OF THE DOOR LOCK ENTRY SYSTEMS FROM MARCH 27, 2015 TO MARCH 26, 2016 IN AN AMOUNT NOT TO EXCEED \$40,000.00

WHEREAS, the County of Gloucester needs to continue a maintenance program for all existing Casi-Rusco/Lenel access control equipment installed in 2006 by ADT Security Systems, Inc., (N/K/A Tyco Integrated Security, LLC) 3601 Eisenhower Avenue, Alexander, VA 22304, in an amount not to exceed \$40,000.00 from March 27, 2015 to March 26, 2016; and

WHEREAS, the age of the equipment now places it in legacy status and service has become limited to the installer. N.J.S.A. 40A:11-5(dd) permits the performance of services for the support and maintenance of proprietary computer hardware and software without public advertising for bids; and

WHEREAS, this maintenance agreement provides coverage for the door lock entry systems for the following sixteen specified County facilities: (1) Shady Lane Complex, (2) Administration Building (Hand Readers Only), (3) Prosecution/Corrections (portion of Justice Complex), (4) Vehicle Car Wash, (5) IT Building, (6) 911 Building, (7) Animal Shelter, (8) Govt. Services/Engineering/Planning, (9) Budd Building, (10) Division of Social Services, (11) Board of Elections, (12) Five Point Building, (13) Holly Building/Health Department, (14) Mantua Highway Building, (15) Pitman Golf Course, and (16) 141 Glen Echo Rd, Swedesboro; and

WHEREAS, the contract has been awarded consistent with the fair and open provisions of the Gloucester County Administrative Code and pursuant to N.J.S.A. 19:44A-20.4 et seq., this 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 contract shall be for an estimated units of service, in an amount not to exceed \$40,000.00. The contract is therefore open-ended, which does not obligate the County of Gloucester to make any purchase; and, therefore, no Certificate of Availability of Funds is required at this time.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the Director of the Board be and is hereby authorized to execute and the Clerk of the Board be and hereby is authorized to attest to the contract with Tyco Integrated Security, LLC, for routine maintenance/replacement on all currently installed Casi-Rusco/Lenel access control equipment in an amount not to exceed \$40,000.00 from March 27, 2015 to March 26, 2016; 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, April 15, 2015, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ATTEST:

ROBERT M. DAMMINGER, DIRECTOR

ROBERT N. DILELLA, CLERK



COMMERCIAL SALES AGREEMENT

TOWN NO. 0021-SOUTHERN NJ
 CUSTOMER NO. 102128415
 JOB NO. PO NO. ESTIMATE NO. 1-1EUCOYX

DATE: 3/29/2015

Tyco Integrated Security LLC ("Tyco")

Gregory White
 7852 Browning Rd,
 Pennsauken, NJ 08109-4642
 Tele. No. (856) 438-2045

Gloucester County-Admin Bldg
 d/b/a: Gloucester County
 ("Customer")
Customer Billing Information
 2 S Broad St, Admin Bldg-Server
 Woodbury, NJ 08095
 Attn:
 Tele. No.

Customer Premises Served
 2 S Broad St, Admin Bldg-Server
 Woodbury, NJ 08095
 Attn: David Brice
 Tele. No. (856) 251-6750

This Commercial Sales Agreement is between Customer and Tyco effective as of the date signed by Customer. By entering into this Agreement, Tyco and Customer agree to the Terms and Conditions contained in this Agreement. The Equipment and/or Services, collectively the System(s) covered under this Agreement is/are listed in the attached Schedule(s) of Protection / Scope of Work ("SOW").

I. THE FOLLOWING DOCUMENTS ARE ATTACHED TO THIS AGREEMENT AND ARE INCORPORATED BY REFERENCE:

- (a) Hazardous Substance Checklist and Customer Letter
- (b) Scope of Work / Schedule(s) of Protection
- (c) Terms and Conditions
- (d) Additional Terms and Conditions
- (e) State Specific Forms, if applicable (e.g., local permit applications)
- (f) Customer Installation Acceptance Form (specific to Equipment/Services purchased)
- (g) If multiple locations, see attached schedule

II. CHARGES AND FEES: Customer agrees to pay the Sum of **\$0.00** ("Installation Charge") with **\$0.00** payable upon acceptance of this Agreement ("Installation Charge Deposit") plus any applicable "Fees" and sales taxes. Tyco may invoice Customer for progress billings based upon Equipment and/or System components delivered or stored, and/or Services performed before completion of the System/Equipment installation, activation of the System, connection to the CMC, or any other Service(s). All outstanding Installation Charges and/or Fees shall be due and payable upon completion of the installation of the Equipment/System and as a precondition to activation of System and, if applicable, connection to Tyco's Central Monitoring Center ("CMC") or any other Service(s). Any changes in the STATEMENT OF WORK / SCHEDULE OF PROTECTION made by the Customer after execution of this Agreement must be agreed to by Tyco and the Customer in writing and may be subject to additional charges and/or fees. Any equipment ordered by Customer by e-mail or telephone order shall be subject to terms and conditions of the Agreement and may be subject to shipping, handling, and/or restocking fees. For the Service(s) provided as indicated in this Agreement, Customer agrees to pay Service Charges in the amount of **\$ 38,893.47** per annum (the "Annual Service Charge"), payable in advance **Quarterly** plus applicable state and/or local tax(es) for 5 year(s) (the "Initial Term") effective from the date such Service is operative under this Agreement. Until Customer has paid Tyco the Installation Charge and Fees in full, Customer grants to Tyco a security interest in the Equipment and all proceeds thereof to secure such payment. After the Initial Term this Agreement shall automatically renew on a/an **Annual** basis unless terminated by either party upon written notice at least thirty (30) days prior to the anniversary date. Tyco shall have the right to increase Annual Service Charge(s) after one (1) year. For termination prior to the end of the Initial Term, Customer agrees to pay, in addition to any outstanding Fees and charges for Service(s) rendered prior to termination, **90%** of the Annual Service Charge(s) remaining to be paid for the unexpired term of the Agreement as liquidated damages but not as a penalty. Additionally, Customer agrees to pay any assessments, taxes, fees or charges imposed by any governmental body, telephone, communication, or signal transmission company such as false alarm, permitting or connection fees, or administration fees or service charges assessed by Tyco related to AHJ requirements and/or changes to applicable laws, the need to reprogram alarm controls/devices to comply with area code, signal transmission, numbering or other changes relating to the installed Equipment and/or Service(s) provided under this Agreement ("Fees").

III. ENTIRE AGREEMENT; CUSTOMER ACCEPTANCE: This Agreement, together with all of its written Amendments, Riders, Scope of Work and/or Exhibits, constitutes the entire agreement between the Customer and Tyco relating to the subject matter hereof and supersedes any prior or contemporaneous oral or written agreements and understandings. The terms and conditions of this Agreement will prevail over any conflicting, inconsistent or additional terms and/or conditions contained in any purchase order, agreement, or other document issued by Customer. In signing this Agreement, Customer is not relying on any advice, advertisements, or oral representations of Tyco and agrees to be bound to the terms and conditions contained in all the pages of the Agreement. Customer agrees that any representation, promise, condition, inducement or warranty, express or implied, not included in this Agreement will not be binding upon Tyco, and that the terms and conditions in this Agreement apply as printed without alteration or qualification, except as specifically modified by a written agreement signed by Tyco and Customer. Any changes in the Statement of Work or scope of the work requested by the Customer after the execution of this Agreement may result in additional cost to the Customer and any such changes/additions must be authorized in a writing signed by both the Customer and Tyco. Customer's failure to accept and sign this Agreement within ninety (90) days of the date shown above may result in price increases. Customer acknowledges that: (a) Tyco has explained the full range of protection, equipment, and services available to Customer; (b) additional protection over and above that provided herein is available and may be obtained from Tyco at an additional cost to the Customer; (c) Customer desires and has contracted for only the Equipment and/or Service(s) itemized in this Agreement; (d) the Equipment/Service(s) specified in this Agreement are for Customer's own use and not for the benefit of any third party; (e) Customer owns the premises in which the Equipment is being installed or has the authority to engage Tyco to carry out the installation in the premises; and (f) Customer will comply with all laws, codes and regulations pertaining to the use of the Equipment/Service(s).

ATTENTION IS DIRECTED TO THE WARRANTY, LIMIT OF LIABILITY AND OTHER CONDITIONS CONTAINED IN THE SECTIONS ENTITLED "TERMS AND CONDITIONS" AND "ADDITIONAL TERMS AND CONDITIONS". THIS AGREEMENT REQUIRES FINAL APPROVAL OF A TYCO AUTHORIZED MANAGER BEFORE ANY EQUIPMENT/SERVICES MAY BE PROVIDED. IF APPROVAL IS DENIED, THIS AGREEMENT WILL BE TERMINATED AND TYCO'S ONLY OBLIGATION TO CUSTOMER WILL BE TO NOTIFY CUSTOMER OF SUCH TERMINATION AND REFUND ANY AMOUNTS PAID IN ADVANCE.

IF MAINTENANCE SERVICE IS DECLINED, CUSTOMER MUST INITIAL HERE _____

IF A 5-DAY FAMILIARIZATION PERIOD IS REQUESTED, CUSTOMER MUST INITIAL HERE _____
 CUSTOMER: COUNTY OF GLOUCESTER

TYCO INTEGRATED SECURITY LLC

Presented by: _____
 (Signature of Tyco Sales Representative)

Accepted By: _____
 (Signature of Customer's Authorized Representative)

Sales Agent: Gregory White
 Sales Representative Registration Number (if applicable): _____

Robert M. Damminger, Freeholder Director
 Title: _____

Date Signed: _____



COMMERCIAL SALES AGREEMENT

TOWN NO.
0021-SOUTHERN NJ

CUSTOMER NO.
102126415

JOB NO.

PO NO.

ESTIMATE NO.
1-1EUCOYX

SCOPE OF WORK / SCHEDULE OF PROTECTION

IV. **SCOPE OF WORK / SCHEDULE OF PROTECTION ("SOW"):** Tyco agrees to install or cause to be installed the Equipment and furnish the Service(s), collectively, the System, on the terms and conditions set out in this Agreement.

A. **Ownership of System and/or Equipment:** Direct Sale (equipment to become property of the Customer upon payment of Installation Charges and Fees in full).

B. **Services to be Provided ("Services")**

Alarm monitoring and Notification Services:	No Service Selected
Video Surveillance Services:	No Service Selected
Managed Access Control Services:	No Service Selected
Video Equipment:	No Service Selected
Quality Service Plan(QSP)Maintenance; Preventive Maintenance/Inspection:	No Service Selected
Additional Services:	Access Control

C. **Equipment to be Installed ("Equipment"):** Tyco will install, or cause to be installed, the Equipment (or equivalent), as set forth in this SOW in Customer's designated facility(ies). As used herein, "installation" means: (i) affixing all Equipment and materials provided by Tyco at such locations within the facility(ies) as are designated by Customer; (ii) providing and pulling cables/wires required to connect the Equipment to Customer's Communications Facilities and making such connections; (iii), in the case of a Digital Communicator installation, mount Equipment and plug into RJ31X phone jack previously installed by Customer; (iv) in the case of radio installation, mount radio Equipment and program Equipment with number furnished by Customer; (v) providing and installing software/firmware required by the Equipment; (vi) performing testing as required to establish that the Tyco Equipment is connected, is functioning according to its specifications, and is communicating over Customer's Communications Facilities; and (vii) providing user-level training to Customer's designated representative in the use of such Equipment.

Qty	Product Name	Location
1	CASI RUSSO ACCESS CONTROL FY2016 MASTER SERVICE AGREEMENT TYCOIS LOCATIONS	
1	TYCOIS NOT RESPONSIBLE FOR ELECTRIC LOCKS & DOOR HARDWARE (LOCKS REPAIRED UNDER T&M ONLY)	
1	Acct.#021-28360: Shady Lane Complex 256 County House Road Clarksboro NJ 08020 \$1,576.43	
1	Acct.#021-26415: Admin Bldg 2 S. Broad St/1 S. Broad St 08696 \$1,889.55	
1	Acct.#021-28265: Prosecutors/Corrections Bldg 24 Hunter St. Woodbury NJ 08696 \$5,223.58	
1	Acct.#021-28978: Vehicle Car Wash 1200 North Delsea Drive Clayton, NJ 08312 \$934.05	
1	Acct.#021-28750: IT Bldg 1200 North Delsea Drive Clayton, NJ 08312 \$1,494.25	
1	Acct.#021-26413: 911 Bldg 1200 North Delsea Drive Clayton, NJ 08312 \$2,206.60	
1	(New) : Animal Shelter 1200 North Delsea Drive Clayton, NJ 08312 \$821.60	
1	Acct.#021-28929: Gov. Service/Eng/Plan Bldg 1200 North Delsea Drive Clayton, NJ 08312 \$2,865.13	
1	Acct.#021-26810: Bud Bldg 115 Budd Blvd Woodbury, NJ 08096 \$3,395.12	
1	Acct.#021-26808: Board of Social Service Bldg 400 Holydell Dr. Sewell NJ 08080 \$1,630.03	
1	Acct.#021-26964: Board of Elections 550 Grove Road West Deptford NJ 08086 \$5,051.34	
1	Acct.#021-26411: 5-Points/VVA Bldg 211 County House Road Sewell NJ 08080 \$1,987.90	
1	Acct.#021-26412: Holly Bldg/Health Dept 204 East Holly Ave Sewell, NJ 08080 \$5,325.97	
1	Acct.#021-28984: Mantua Hwy 45 Lenape Ave Mantua NJ 08051 \$1,680.92	
1	Acct.#021-28209: Pitman Golf Course 501 Pitman Road Sewell NJ 08080 \$1,642.29	
1	Acct.#021-28264: Swedesboro 141 Glen Echo Road Swedesboro NJ 08085 \$1,168.71	

D. **Scope of Work:** This Section is intended for installation use only. Any language contained in this Section that attempts to modify the Terms and Conditions of this Agreement shall be void and of no effect.

Contact Information: DAVID BRICE

System Operation: MASTER SERVICE MAINTENANCE AGREEMENT FY2016 ACCESS CONTROL LOCATIONS FOR TYCOIS GENERAL WEAR & TEAR SERVICE PLAN (LOCKS ARE NOT INCLUDED)

Programming Info: UTC FACILITY COMMANDER SECURE PERFECT FROM 2 S BROAD ST WOODBURY NJ

Site Conditions: COUNTY OFFICES DROP CEILING AND HWY MAINTENANCE SHOPS
Existing Equipment: UTC/GE CASI RUSO MICRO 5 ACCESS & HK-2 HANDREADERS THROUGHOUT 16 LOCATIONS
Customer Expectations: M-F 08:00AM 4:30PM TYCO SERVICE RESPONSE
Training Expectations: NO TRAINING REQUIRED
General Comments: NONE
Customer Responsibilities / Tyco Exclusions: 110VAC AND ALL NETWORK ASSIGNMENTS; SERVICE ACCESS TO ALL INSTALLATION AREAS.
Documentation Needs: ADMIN BOOK & CLOSE 1-YEAR ANSC AGREEMENT FOR COUNTY

Contract Notes -

TERMS AND CONDITIONS

TERMS AND CONDITIONS
V. Customer and Tyco agree as follows:
A. Services.
A.1. Central Station Signal Receiving and Notification (Alarm Monitoring) Services. Intentionally left blank - Services have not been purchased.
A.2. Communication Facilities. Intentionally left blank - Alarm Monitoring Services have not been purchased.
A.3. Quality Service Plan ("QSP"/Maintenance; Testing/Inspections Service. Intentionally left blank - Services have not been purchased.
A.4. Investigator Response Service. Intentionally left blank - Services have not been purchased.
A.5. Select View Managed Video Services/Interactive Video Monitoring Services. Intentionally left blank - Services have not been purchased.
A.5.1. Video/Audio Alarm Verification Service/Video Verification. Intentionally left blank - Services have not been purchased.
A.5.2. Video Guard Tour. Intentionally left blank - Services have not been purchased.
A.5.3. Video Escort. Intentionally left blank - Services have not been purchased.
A.5.4. Video Assist. Intentionally left blank - Services have not been purchased.
A.5.5. Video Audit. Intentionally left blank - Services have not been purchased.
A.5.6. Outdoor Interactive Video Monitoring Services. Intentionally left blank - Services have not been purchased.
A.5.7. Managed Video Portal. Intentionally left blank - Services have not been purchased.
A.5.8. Unattended Delivery - Alarm Based Video Monitoring. Intentionally left blank - Services have not been purchased.
A.5.9. Unattended Delivery - Live Video Monitoring of Process - Intentionally left blank - Services have not been purchased.
A.6. Managed Access Control Services. Intentionally left blank - Services have not been purchased.
A.7. DataSource Service. Intentionally left blank - Services have not been purchased.
A.8. Vision/Vision with Auditing. Intentionally left blank - Service is no longer offered.
A.9. Hosted Access. Intentionally left blank - Services have not been purchased.
A.10. Data Hosting/Storage Services. Intentionally left blank - Services have not been purchased.
A.11. Mobile Security Management ("MSM") Services. Intentionally left blank - Services have not been purchased.
A.12. Software Support Services. If Software Support Services ("SSS") are purchased they will be provided on licensed software titles expressly identified in this agreement, (the "Covered Software"), Support Conditions. SSS for Covered Software are subject to the following conditions ("Support Conditions"): (a) Tyco's receipt of the Software Support Fee; (b) the Covered Software is not modified from its standard form originally licensed by the software owner/licensor ("Licensor"); (c) Customer's use of Covered Software is in accordance with the end user license agreement ("EULA") between Customer and Licensor, if applicable; (d) Customer provides Tyco (and/or its authorized representatives) with and when necessary (1) any information and/or documentation required to recreate the problem, defect, or non-conformity (individually/collectively, a "Problem"), (2) log in privileges for remote trouble shooting, (3) TCP/IP Ethernet network addresses, and (4) access to Customer's network, servers and/or hardware; and (e) the processor, operating system and associated system software, and other interdependent or reliant software are operating properly. Exclusions. Tyco will not provide SSS when a Problem is caused by (a) relocation, movement, improper operation, neglect or misuse of the Covered Software or associated Equipment/System; (b) Customer's failure to maintain proper site or environmental conditions; (c) any attempts at configuration, repairs, support, or modifications to the Covered Software not performed by a Tyco authorized representative; (d) discontinued systems or software; (e) casualty, act of God, the unauthorized acts of third parties; (f) failure or interruption of electrical power, telephone or communication line or like cause, or (g) any other cause external to the Covered Software. Problem Resolution. Tyco will provide Customer with email and telephone support on the Covered Software. Tyco then will use reasonable commercial efforts to resolve and correct the Problem within forty-eight (48) hours. Problem resolution and correction may be provided at Tyco's discretion as a software fix or workaround. Tyco will periodically advise Customer on Tyco's progress in diagnosing and/or correcting the reported Problem. Customer acknowledges that Tyco may be unable to resolve Problem due to (a) Tyco's inability to recreate, locate or identify the Problem; (b) issues related to Customer's system hardware, network or Internet connectivity issues; or (3) issues for which the Original Equipment Manufacturer ("OEM") and/or Licensor (collectively, also referred to as an "Tyco Supplier") has not provided a resolution or workaround. If Tyco is unable to resolve or correct a Problem, Tyco will notify Customer and provide underlying information as available. Notwithstanding anything to the contrary herein, Tyco makes no warranties that its efforts will be successful in diagnosing, resolving, or correcting any Problem. Software Updates. Customer understands that the SSS provides access to updates and upgrades but do not include the provision of software update or upgrade services unless purchased. If software upgrades are required to correct a Problem, such software upgrades will be provided, at Customer's request, on a time and materials basis at Tyco's then-current hourly rates as such upgrades become available from the Tyco Supplier. On Site Engineer Support Services. If Tyco determines that on-site engineer support services ("ESS") are necessary to correct a Problem, Tyco will provide ESS on a time and materials basis at Tyco's then current ESS rates plus any related travel or other expenses. Such ESS may include on-site software installation assistance, training, or Problem diagnosis, resolution, and/or correction. Return of Defective Media. Customer may return any defective media directly to Tyco using a Tyco furnished return authorization number. Fee for Reinstatement. Customer may incur reinstatement charges ("Reinstatement Fee") at Tyco's then current rates, if it allows SSS to lapse and later requests reinstatement within one year from the time the SSS lapses. Limitation of Liability. Notwithstanding anything in the Agreement to the contrary, Customer acknowledges and agrees that neither Tyco nor its Supplier will be responsible for Problems caused by changes in the operating characteristics of the Equipment/System upon which the Covered Software is operating, or for problems in the interaction of the Covered Software with Customer's Network or existing software/firmware/hardware. In no event will Tyco and/or Tyco Supplier be liable for any (a) third party claims; (b) loss or damage to any systems, records or data, or liabilities related to a violation of an individual's privacy rights; or (c) indirect, incidental, special, consequential, punitive, reliance, or cover damages (including lost profits and lost savings). Customer further agrees that, in no event will Tyco's and/or Tyco Supplier's aggregate liability regardless of cause (including, but not limited to, liability for negligence, strict liability, breach of contract, misrepresentation and other contract or tort claims) arising from the provision of or failure to provide SSS and/or Customer's use of or inability to use any Covered Software or related System, exceed the lesser of USD\$1,000 or the total SSS Fees paid by Customer.
A.13. Lynx Network Duress and Emergency Notification System ("Lynx System"). Intentionally left blank - Lynx System/Services have not been purchased.
A.14. RFID Tracking System ("System"). Intentionally left blank - RFID Systems have not been purchased.
A.15. Additional Services. If any other services, including but not limited to the following, are being furnished under this Agreement, Customer and Tyco will enter into a separate Rider that will be attached to and incorporated as part of this Agreement: (a) Select Link - Immediate Response Information System (IRIS) (b) Managed Access Control (c) Electronic Article Surveillance ("EAS") (d) Guard Response Service (e) Radio Frequency Identification ("RFID") (f) Training Services (g) Watchman's Reporting Service.
B. Warranty (90-Day). 1. For a "Direct Sale," any original part of the Equipment (as distinguished from the Software) installed under this Agreement, including the wiring, which proves to be defective in material or workmanship within ninety (90) days of the date of completion of the installation ("Warranty Period"), will be repaired or replaced, in Tyco's sole discretion, with a new or functionally operative part. Labor and materials required to repair or replace such defective components will be furnished at no charge during the Warranty Period. Warranty Services will be furnished between 8:00 A.M. and 4:30 P.M. Monday through Friday, except holidays. If Customer has purchased QSP as described in this Agreement, the foregoing Warranty Period will be extended for the time period purchased and at the additional cost shown for QSP in this Agreement.
2. The following "Conditions" are not covered by Warranty: (a) Damage or extra service time needed resulting from accidents, acts of God, lightning, strikes, riots, floods, terrorism, acts of War, alteration, misuse, tampering or abuse, adjustments, repairs or maintenance not done by Tyco or from parts, accessories, attachments or other devices not furnished by Tyco; (b)

Customer's failure to properly follow operating instructions provided by Tyco; (c) Adjustments necessitated by misalignment of video cameras, improper adjustment of monitor brightness and contrast tuning dials or insufficient light on the area viewed by the camera(s); (d) Trouble due to interruption of Telecom Service; (e) Battery failure; (f) Devices designed to fail in protecting the System, such as, but not limited to, fuses and circuit breakers; or (g) System changes requested by Customer. If Customer calls Tyco for service under the Warranty and Tyco's representative finds that one of the "Conditions" has led to the inoperability or apparent inoperability of the System or any component, Tyco may bill Customer for the service call whether or not Tyco actually works on the System. If repairs are required due to one of the above "Conditions," Tyco will charge Customer for such work on a time and materials basis at Tyco's then applicable rates for labor and materials.

3. THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE CUSTOMER'S EXCLUSIVE REMEDY WITH RESPECT TO ANY AND ALL LOSSES OR DAMAGES RESULTING FROM ANY CAUSE WHATSOEVER, INCLUDING TYCO'S NEGLIGENCE, IS REPAIR OR REPLACEMENT AS SPECIFIED ABOVE. TYCO WILL IN NO EVENT BE LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY NATURE, INCLUDING WITHOUT LIMITATION, DAMAGES FOR PERSONAL INJURY OR DAMAGES TO PROPERTY, HOWEVER OCCASIONED, WHETHER ALLEGED AS RESULTING FROM BREACH OF WARRANTY OR CONTRACT BY TYCO OR NEGLIGENCE OF TYCO OR OTHERWISE.

C. System Requirements, Miscellaneous: The following provisions apply to all Systems, Equipment, or Services installed or furnished by Tyco under this Agreement. 1. Vaults. Customer must ensure that any Customer vault protected by sound or vibration detector systems has the minimum construction characteristics prescribed by the Underwriters' Laboratories, Inc. 2. System Testing. Customer must test all detection devices or other electronic equipment according to procedures prescribed by Tyco prior to setting the alarm system for closed periods and must notify Tyco promptly if such equipment fails to respond to any such test. 3. Familiarization Period. UNLESS CUSTOMER HAS REJECTED THE FAMILIARIZATION PERIOD BY INITIATING THE APPROPRIATE LINE ON THE FIRST PAGE OF THIS AGREEMENT (EXCEPT WHERE FAMILIARIZATION IS REQUIRED BY LAW), CUSTOMER AGREES THAT: (a) DURING A FIVE (5) DAY FAMILIARIZATION PERIOD, OR SUCH PERIOD AS IS REQUIRED BY LAW; AND (b) FOLLOWING COMPLETION OF THE INSTALLATION AND THE COMMUNICATIONS CONNECTION TO TYCO'S CMC (AND DURING ANY APPLICABLE EXTENSIONS); TYCO HAS NO OBLIGATION TO, AND WILL NOT, RESPOND TO ANY ALARM SIGNAL RECEIVED AT THE TYCO CMC FROM CUSTOMER'S PREMISES DURING SUCH FAMILIARIZATION PERIOD. CUSTOMER ALSO AGREES THAT DURING SUCH PERIOD TYCO HAS NO OBLIGATION TO, AND WILL NOT, NOTIFY ANY AUTHORITIES, CUSTOMER, OR A PERSON ON CUSTOMER'S EMERGENCY CONTACT LIST, OR TAKE ANY OTHER ACTION WITH REGARD TO ANY ALARM SIGNAL TYCO RECEIVES, EVEN IF DUE TO AN ACTUAL EMERGENCY EVENT. 4. Special Equipment Requirements. If Customer requires installation or service of Equipment in areas inaccessible without the use of lifts or cranes, or if non-standard conditions at the Customer site require special equipment for installation or service, Customer will provide such equipment, or will reimburse Tyco for any applicable charges or fees. 5. Training Services. Tyco provides initial training to Customer on use of the Equipment installed at the time of installation. Thereafter, Customer may purchase additional training in one-hour increments at Tyco's then current rate. 6. Site Preparation, Intrusion and Restoration. Customer shall be responsible for providing 110VAC power, telephone connections, network drops and any required conduit, wiremold, or other raceway unless otherwise noted herein. Customer shall also be responsible for any required IP address assignments and additional network software licensing. The installation of Equipment may necessarily require cutting, bolting or fastening into Customer's floors, walls and/or ceilings. Tyco shall not be responsible for any expenses related to patching, floor or wall finishing, or paint, tile, carpet or wallpaper matching, restoration or replacement resulting from installation or service of the Equipment.

7. Closed Circuit Television ("CCTV")/Video Equipment. Intentionally left blank - no CCTV/Video Equipment has been purchased.

8. New York City Fire System. Intentionally left blank - covered system is not installed in NYC

D. Electronic Media; Personal Information; Consent to Call, Text or Email. 1. Electronic Media. Either party may scan, fax, email, image, or otherwise convert this Agreement into an electronic format of any type or form, now known or developed in the future. Any unaltered or unadulterated copy of this Agreement produced from such an electronic format will be legally binding upon the parties and equivalent to the original for all purposes, including litigation. Tyco may rely upon Customer's assent to the terms and conditions of this Agreement, if Customer has signed this Agreement or has demonstrated its intent to be bound whether by electronic signature or otherwise. 2. Personal Information. Customer represents and warrants that Customer has obtained all consents and has the right to (a) disclose to Tyco all personal information disclosed hereunder concerning individuals/employees/other third parties including all information contained in Customer's Emergency Call List ("ECL"); (b) permit Tyco to collect (including consent to record telephone conversations with Tyco), use, disclose and transfer such personal information; and (c) expressly authorizes Tyco to use such personal information to administer the relationship and the agreement between Customer and Tyco, including, but not limited to, contacting Customer personnel at the telephone numbers and/or email addresses provided: (i) using SMS, text, prerecorded messages, or automated calling devices to deliver messages to set/confirm a service/installation appointment; and/or (ii) to provide information or offers about products and services of interest to Customer. Customer acknowledges and agrees that Tyco may share all such information with its parents, subsidiaries, affiliates and its/their successor corporations or any subcontractor or assignee, within and outside the country in which the Customer is located and thereby subject such information to the laws of such countries.

E. Limitation of Liability, Indemnification (Sale of Access/Video Equipment and Installation Only). Notwithstanding anything to the contrary in this Agreement or any purchasing document presented by Customer, only Video and/or Access Equipment and Services shall be provided by Tyco under the terms and conditions of this Agreement. The Equipment and Services provided by Tyco under this Agreement will not include: (a) burglar and/or fire detection or alarm equipment or monitoring, maintenance, inspection or other services; (b) security guard services; or (c) architectural, engineering, or design professional services. If any other equipment or services are requested by or provided to Customer, then such equipment and/or services shall be provided under a separate written agreement executed by Customer and Tyco which shall contain the alarm industry specific terms and conditions found on www.tycois.com/standardlandc.

1. Indemnity. (a) Tyco shall defend, indemnify and hold Customer, its corporate affiliates, and their respective officers, directors, agents and employees harmless from damage, liability and expense resulting from the negligent acts or willful misconduct of Tyco's agents and employees committed while performing Services on Customer's premises, to the extent that they are the direct cause of the loss, damage or injury to third parties or Customer's property (e.g., equipment dislodging and striking a third party due to improper installation), as opposed to being caused by an occurrence or the consequences therefrom that the Equipment or Services were intended to deter, detect or avert. (b) Customer shall defend, indemnify and hold Tyco, its affiliates, and their respective officers, directors, agents and employees, harmless from damage, liability and expense to the extent that any such loss is not directly caused by the negligent acts or willful misconduct of Tyco's agents and/or employees, or arises out of any claim related to invasion of privacy, infliction of emotional distress, harassment, violation of eavesdropping/wiretapping laws or similar claims arising out of Customer's use of the Equipment and/or Services.

2. Limitations on Liability. If Customer uses the Equipment and/or Services to aid in monitoring or controlling the location or activities of persons on or about its property and premises, Customer acknowledges that the Equipment and/or Services are not intended to be the sole means for doing so. Tyco's Equipment and Services do not cause and cannot eliminate occurrences of the events they are intended to deter, detect, avert or record. Tyco is not an insurer of the safety or security of any person, entity or property, or against the risks attendant to a person's presence in, or ingress to or egress from any building, property or area that may be monitored by the Equipment and/or Services. The amounts Tyco charges Customer are not insurance premiums. Such charges are based upon the value of the Equipment and Services provided and are unrelated to any such risk of loss. Tyco does not undertake and assumes no liability for such risk by providing the Equipment and/or Services. If Tyco is nevertheless found liable under any legal theory for loss, damage or injury caused directly or indirectly by occurrences or the consequences therefrom which the Equipment and/or Services are intended to deter, detect, avert or record, Tyco's liability shall be limited to the sums paid by Customer for the Equipment or Services at issue as Customer's sole remedy. Tyco is not responsible for the preservation of any computer programs or data and Customer is responsible for maintaining adequate back-ups.

F. Other Charges; Remedies; Termination. 1. There may be a service charge to Customer for cancelled installation/service appointments if Customer cancels less than 24-hours prior to dispatch, or if Tyco's representative is sent to the Customer's premises in response to a service call for false alarm or System malfunction caused by Customer's operation contrary to instructions, failure to close or properly secure a window, door or other protected point, or improper adjustment of monitors or accessory components. 2. Failure to pay amounts when due shall give Tyco, in addition to any other available remedies, the right to terminate this Agreement and to charge interest at the highest legal rate on delinquent amounts. Customer agrees to pay all costs, expenses and fees of Tyco's enforcement of this Agreement, including collection expenses, court costs, and attorneys' fees. Installation Charge(s) are based on Tyco performing the installation with its own personnel. If for any reason installation must be performed by outside contractors, Installation Charge(s) may be subject to revision. 3. In addition to any other remedies available to Tyco, Tyco may terminate this Agreement and discontinue any Service(s) if (a) Tyco's CMC is substantially damaged by fire or catastrophe or if Tyco is unable to obtain any connections or privileges required to transmit signals between the Customer's premises, Tyco's CMC or the Municipal Fire or Police Department or other first responder; (b) Customer fails to follow Tyco's recommendations for the repair or replacement of defective parts of the System not covered under the Warranty or QSP Service; (c) Customer's failure to follow the operating instructions provided by Tyco results in an undue number of false alarms or System malfunction; (d) in Tyco's sole opinion, the premises in which the System is installed are unsafe, unsuitable, or so modified or altered after installation as to render continuation of Service(s) impractical or impossible; (e) Tyco is unable to obtain or continue to support technologies, TeleCom Services, Communication Facilities, Equipment or component parts thereof that are discontinued, become obsolete or are otherwise not commercially available; or (f) Customer fails to make payments when due or otherwise breaches this Agreement. Tyco will not be liable for any damages or subject to any penalty as a result of any such termination.

G. Hazardous Materials. For all projects except those involving new construction, Customer represents and warrants that to the best of Customer's knowledge the work site is free of any hazardous materials. The term "hazardous materials" includes but is not limited to asbestos, asbestos-containing material, polychlorinated biphenyl ("PCB"), formaldehyde or other potentially toxic or otherwise hazardous material. If any such substance is discovered on the work site, Tyco will not be required to install or service the Equipment at such site unless and until Customer certifies the removal or safe containment of such hazardous materials. Customer shall indemnify, defend, and hold Tyco, its officers, directors, agents, and vendors harmless from any damages, claims, injuries, liabilities resulting from the exposure of Tyco's employees, contractors, or subcontractors to hazardous materials at the work site; provided, however, that the foregoing provision will not apply when it has been determined that such hazardous materials were brought to the work site by Tyco.

H. Waivers. 1. Waiver of Jury Trial. CUSTOMER AND TYCO BOTH AGREE TO WAIVE THEIR RIGHT TO A JURY TRIAL IN ANY LEGAL PROCEEDING ARISING OUT OF OR IN ANY MANNER CONNECTED WITH OR RELATED TO THIS AGREEMENT. 2. Mutual SAFETY Act Waiver. Certain of Tyco's systems and services have received Certification and/or Designation as Qualified Anti-Terrorism Technologies ("QATT") under the Support Anti-terrorism by Fostering Effective Technologies Act of 2002, 6 U.S.C. §§ 441-444 (the "SAFETY Act"). As required under 6 C.F.R. 25.5 (e), to the maximum extent permitted by law, Tyco and Customer hereby agree to waive their right to make any claims against the other for any losses, including business interruption losses, sustained by either party or their respective employees, resulting from an activity resulting from an "Act of Terrorism" as defined in 6 C.F.R. 25.2, when QATT have been deployed in defense against, response to, or recovery from such Act of Terrorism.

I. Miscellaneous. 1. Enforceability. If any of the provisions of this Agreement shall be determined to be invalid or unenforceable, the remaining provisions shall remain in full force and effect. 2. Paragraph and Section Headings; Captions; Counterparts. The headings and captions contained in this Agreement are inserted for convenience or reference only, and are not to be deemed part of or to be used in construing this Agreement. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same agreement. 3. FARs. Tyco supplies "commercial items" within the meaning of the Federal Acquisition Regulation (FAR), 48 CFR Parts 1-53. As to any customer order for a U.S. government contract or funded directly or indirectly with Federal funds, Tyco will comply only with the following mandatory flow-downs for commercial item subcontracts pertaining to Utilization of Small Business Concerns, Equal Opportunity, Affirmative Action, and Veterans Employment: 52.219-8; 52.222-26; 52.222-35; 52.222-36; and 52.222-37. 4. Export Control. Customer shall not export or re-export, directly or indirectly, any: (i) product or service provided under this Agreement; (ii) technical data; (iii) software; (iv) information; or (v) items acquired under this Agreement to any country for which the United States Government (or any agency thereof) requires an export license or other approval without first obtaining any licenses, consents or permits that may be required under the applicable laws of the U.S. or other foreign jurisdictions, including the Export Administration Act and Regulations and shall incorporate in all export shipping documents the applicable destination control statements. Customer shall, at its own expense, defend, indemnify and save Tyco harmless from and against all third party claims, liability, loss or damage (including attorneys' fees and other defense costs), assessed against or suffered by Tyco as a result of an allegation or claim of noncompliance by Customer with this Section. The obligations contained in this Section shall survive the termination or expiration of this Agreement. 5. Insurance. Tyco maintains comprehensive General Liability and Automobile Liability Insurance in amounts that meet or exceed: \$1,000,000 per incident - \$2,000,000 in the aggregate and Worker's Compensation coverage as required by law. Tyco will not be required to provide a waiver of subrogation in favor of any party, nor will Tyco be required to designate any party as a statutory employer for any purposes. 6. Tyco Brand. Without exception, Tyco-branded Signage, including yard signs, window stickers and warning signs will remain the property of Tyco and may be removed by Tyco at any time. Customer's right to display Tyco-branded Signage is not transferable and ceases upon termination or expiration of this Agreement. 7. Resale. If Tyco is connecting to a previously installed existing system, to the extent the previously installed existing system is Customer's property, it shall remain Customer's property.

J. System Software, Network Connections. 1. Any software provided with the System or in connection with the Services is proprietary to Tyco and/or Tyco's supplier(s) and is licensed or sublicensed to Customer on a non-exclusive basis. Customer may not (a) disclose the Software or source code to any third parties, (b) duplicate, reproduce, or copy all or any part of the Software, or (c) use the Software on equipment other than with the designated System with which it was furnished. A separate Software License Agreement or End User License Agreement between Tyco and Customer and/or the software publisher may be required to use the software and/or obtain updates/upgrades. If the installed Equipment is to be connected to Customer's computer network ("Network"), Tyco will furnish and install the software needed to run the Equipment and will connect the Equipment to the Network according to the Network settings supplied by Customer. Installation shall not include modifications to the Network, security, or firewall settings. Customer will supply a TCP/IP Ethernet network address and central processing unit per Tyco specifications for access control system operation. Tyco shall not be responsible for the setup, operation, or maintenance of the Network or Network performance or compatibility issues. Tyco may assess additional charges, if Tyco is unable to connect to the Network or if any additional Equipment is required to facilitate connectivity between the Network and the Equipment. 2. Open Source Software. Tyco represents and warrants to the end user of the System that, to the extent the System includes any Open Source Software, the internal use and operation of the System by the end user will not create any obligation on the part of the end user under the terms of any Open Source License (i) to make any source code or object code available to third parties, or (ii) to license, disclose or otherwise make available to third parties any proprietary software, data or other information, or any associated intellectual property. As used herein, the term "Open Source Software" means any software, program, module, code, library, database, driver or similar component (or portion thereof) that is royalty free, proprietary software, the use of which requires any contractual obligations by the user such as, without limitation, that software that is subject to, distributed, transmitted, licensed or otherwise made available under any of the following licenses: GNU General Public License, GNU Library or "Lesser" Public License, Berkeley Software Distribution (BSD) license (including Free BSD and BSD-style licenses), MIT license, Mozilla Public License, IBM Public License, Apache Software License, Artistic license (e.g., PERL), Sun Industry Standards Source License, Sun Community Source License (SCSL), Intel Open Source License, Apple Public Source License, or any substantially similar license, or any license that has been approved by the Open Source Initiative, Free Software Foundation or similar group (collectively, "Open Source Licenses").

K. Force Majeure. TYCO ASSUMES NO LIABILITY FOR DELAYS IN INSTALLATION OF THE SYSTEM OR ANY EQUIPMENT OR FOR THE CONSEQUENCES THEREFROM, HOWEVER CAUSED, OR FOR INTERRUPTIONS OF SERVICE OR FOR THE CONSEQUENCES THEREFROM DUE TO STRIKES, RIOTS, FLOODS, TERRORISM, ACTS OF GOD, ACTS OF WAR, OR ANY CAUSES BEYOND THE CONTROL OF TYCO. TYCO WILL NOT BE REQUIRED TO SUPPLY SERVICE TO CUSTOMER WHILE INTERRUPTION OF SERVICE DUE TO ANY SUCH CAUSE CONTINUES. IN NO EVENT WILL TYCO BE LIABLE FOR LOSS OF SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES.

L. Assignment. This Agreement is not assignable by the Customer except upon written consent of Tyco first being obtained. Tyco shall have the right to assign this Agreement or to subcontract any of its obligations under this Agreement without notice to Customer.

M. License Information: AL 2014/15-1498, 1499, 1500, 1501, 1502, 1542, 594, 595 The Security Industry is governed by the rules and regulations of the Alabama Electronic Security Board of Licensure. If you would like information on these rules and regulations or would like to register a complaint you can contact the Board at: AESBL 7956 Vaughn Rd., Montgomery 36116, (334) 264-9388 Fax: 334-264-9332 AK 38391, 5430 Fairbanks Street, Suite 8 Anchorage, AK 99507 AR 0030740116, 003687, Regulated by Arkansas Bd. of Private Investigators & Private Security Agencies, #1 State Police Plaza Dr., Little Rock 72203, (501) 618-6600 AZ ROC281489 CA ACO7207, 977249; alarm company operators are licensed and regulated by the Bureau of Security & Investigative Services, Dept. of Consumer Affairs, Sacramento, CA 95814 DC ECS1327 FL EF20000413, EF20000890, EF20000341, EF0000478 GA LVA002833, LVA205386, LVA204776, LVA205528, LVU001160, LVU004635 HI CT-32427 IL 127001526 MA 45-C MI 3601206481, 5103373, 6060 Torrey Rd, Suite F Flint, MI 48504; MN TS651063 MS 16024088 NC 846-CSA, 4901 Glenwood Ave., Suite 200, Raleigh, NC 27612, (919) 788-5320 NM 375283 NV 0077642 NY 12000305846, Licensed by NYS Dept. of State OH E16782, 50-18-1052, 50-25-1050, 50-29-0003, 50-48-1032, 50-67-1119, 53-31-1582 OK 67 OR CLE322, 197010; PA Pennsylvania Home Improvement Contractor Registration Number; PAD10083 RI 18004, TSC2728, AF-09170 TN C-1704, -1705, -1706, -1707, -1708, -1709, -1710, -1711 TX B00536, 4200 Buckingham Road Ste 150, Ft. Worth, TX 76115 - Dept of Public Safety, Private Security 5805 N. Lamar Blvd, Austin 78752 UT 8390567-6501 VA 11-7587, 11-7580, 11-7575, 11-7591, 11-7578, 2705147765A WA TYCOIS88600, 11824 N Creek Pkwy, #105, Bothell, WA 98011 WV 050291. Additional information is available at www.tycois.com or by calling 1-800-2TYCOIS. FL: EF20000890. ©2012 TYCO. All rights reserved.



COMMERCIAL SALES AGREEMENT

TOWN NO.
0021-SOUTHERN NJ

CUSTOMER NO.
102126415

JOB NO.

PO NO.

ESTIMATE NO.
1-1EUCOYX

ADDITIONAL TERMS AND CONDITIONS

DATE: 3/29/2015

Tyco Integrated Security LLC ("Tyco")

Gregory White
7852 Browning Rd,
Pennsauken, NJ 08109-4642
Tele. No. (856) 438-2045

Gloucester County-Admin Bldg
d/b/a: Gloucester County
("Customer")
Customer Billing Information
2 S Broad St, Admin Bldg-Server
Woodbury, NJ 08096
Attn:
Tele. No.

Customer Premises Serviced
2 S Broad St, Admin Bldg-Server
Woodbury, NJ 08096
Attn: David Brice
Tele. No. (856) 251-6750

Notwithstanding anything in the Agreement to the contrary, Tyco and Customer agree as follows:

Terms and Conditions
Multi-Location Agreement. This Agreement shall operate as a "Multi-Location Agreement" and shall govern all present and future transactions entered into by Customer and Tyco (individually, a "Party" and collectively, the "Parties") but only for the particular Equipment and Services specified in this Agreement. The Parties may attach one or more Schedules to be incorporated into and made part of the Agreement setting forth the Customer Facilities where such Equipment or Services will be provided. Individual Customer Facilities may be added to this Agreement by the issuance of an Tyco installation order, a Customer purchase order, or such other initiating document or procedure as the Parties may mutually agree to indicate Customer's acceptance of an Tyco proposal (collectively, an "Order") and such transactions shall become effective when the Order is accepted by Tyco. The terms and conditions of this Agreement shall govern all such Orders and shall prevail over and supersede any terms and conditions on any Customer Order or document issued by Customer. If any equipment or services not specified herein are requested by or provided to Customer, then such equipment and services shall be provided pursuant to Tyco's Standard Terms and Condition posted at www.tycois.com/standardandc or a separate written Tyco Commercial Sales Agreement executed by Customer and Tyco.
Modification to Term of Agreement. Customer may cancel this Agreement at any time after one year, after giving Tyco thirty days written notice. Term = 1 Year
A/C Power. Customer will supply the necessary 110VAC power as required by Tyco.
Telephony. Customer is responsible for providing telephone company connectivity at control panel location.
Hardware for Access Controlled Doors. Customer understands that the cost of the Access Control System does not include access door hardware and such hardware is not included in the prices set forth in this Agreement. Customer agrees to obtain and make available to Tyco at the time of installation, the required egress and lock door hardware for all access controlled doors.
TCP/IP. Customer will supply a TCP/IP ethernet network address per Tyco specifications for access control system operation.
Customer understands that the list of equipment herein reflects the information available from the existing records; there may have been additions or deletions over time. Customer acknowledges that all of the equipment that has been installed on the local premises by Tyco or its predecessors is, to the best knowledge of the Customer in good working order and properly installed. Any work done on the local premises in order to put the system in proper working order will be done at an additional cost to the customer.

All other terms and conditions of the Agreement, except those expressly modified herein, shall remain in full force and effect.

TYCO INTEGRATED SECURITY LLC

CUSTOMER: COUNTY OF GLOUCESTER

Presented by: _____
(Signature of Tyco Sales Representative)

Accepted By: _____
(Signature of Customer's Authorized Representative)

Sales Agent: Gregory White
Sales Representative Registration Number (if applicable): _____

Robert M. Damminger, Freeholder Director

Title: _____

Date Signed: _____

A-10

RESOLUTION AUTHORIZING THE AUCTION OF LAND OWNED BY THE COUNTY WHICH IS NO LONGER NEEDED FOR ANY PUBLIC PURPOSE DESIGNATED AS 55 DELAWARE STREET, BLOCK 78, LOT 5.01 IN THE CITY OF WOODBURY

WHEREAS, the County of Gloucester (hereinafter the "County") is authorized to sell real property under and pursuant to the Local Lands and Building Law, N.J.S.A. 40A:12-1, et seq; and

WHEREAS, the County is the owner of the property known as 55 Delaware Street, Block 78, Lot 5.01 in the City of Woodbury (hereinafter referred to as the "Property"); and

WHEREAS, the Property is not needed by the County for any public purpose or use; and

WHEREAS, the County desires to sell the Property not needed for any public purpose or use consistent with the terms and provisions of the Local Lands and Building Law, N.J.S.A. 40A:12-1, et seq.; and

WHEREAS, it is appropriate for the County to expose the Property to public sale by auction consistent with the terms and provisions of the Local Lands and Building Law in order to sell the Property; and

WHEREAS, the County has determined that given current economic conditions it is in the best interest of the County to conduct the public auction of and for the Property with no minimum bid threshold, while reserving the County's right to reject all bids received; and

WHEREAS, it is in the best interest of the County that a public auction be held for the Property.

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

1. Pursuant to N.J.S.A. 40A:12-13(a) of the Local Lands and Building Law, the Property, which is no longer needed by the County for any public purpose or use, be, and the same hereby are, authorized to be sold to the highest bidder at an open public auction with no minimum bid being required.
2. The public auction of the Property shall be held by the County's Purchasing Agent at the Offices of the County's Purchasing Agent located at 2 South Board Street, Woodbury, New Jersey 08096 in the County Main Conference Room (2nd floor), on a date to be determined by the County's Purchasing Agent, and publicly advertised by the Board Clerk. Once all written bids for the Property are received and opened, all bidding shall begin and close with the highest bid received. All bids shall be in writing at the time set for receiving bids. Bids may be accepted prior to the date, time and place established for the receipt of same, however, no bids shall be accepted after the date and time bidding is closed per this Resolution. All bids will be reported by the County's Purchasing Agent to the Board no later than the second regular meeting of the Board after the auction, whereupon the Board may reject the highest bids if determined to be inadequate.
3. The County is offering the Property for sale in its present condition. The Property is being sold "as is", and without any representation or warranty, either expressed or implied, as to its present condition. The County shall not be required to expend any funds in connection with any potential environmental investigation, assessment and/or remediation that may be required.
4. The sale of the Property shall be made subject to: (a) such state of facts which an accurate survey may disclose; (b) easements and restrictions of record, if any; (c) tenants, leaseholds, and rights of persons in possession; and, (d) all federal, state, county, and municipal laws, statutes, codes, ordinances, rules and regulations effecting the Property, including but not limited to its use and occupation.

5. The County reserves the following rights with regard to the sale of the Property: (a) to adjourn the sale at the time of sale for not more than two (2) weeks without re-advertising the sale; (b) to reject any and all bids received; and, (c) that any sale is subject to authorization by the Board, by resolution, which authorization may be granted or denied within thirty (30) days of the auction.
6. Prospective bidders should examine the Property prior to bidding. Prospective bidders will be given an opportunity to inspect the Property prior to the auction to ascertain the condition of the Property. The County believes title to the Property is insurable by a reputable title insurance company at regular rates subject to easements and restrictions of record in effect on the date of the public auction, such as federal, state, county, and municipal laws or regulations that may be in effect and apply on the date of the public auction; and to such state of facts as an accurate survey and a visual inspection of the Property as of the date of the auction may disclose. In the event the County cannot convey insurable title to the Property, the sole liability to the County shall be the return, without interest, of all monies paid by the purchaser to the County. Objections to insurability of title must be made by the purchaser to County Counsel within ten (10) days after authorization of the sale by the Board. If the Purchaser fails to notify the County in accordance with this paragraph, purchaser shall be deemed to have waived all objections to title.
7. Prospective bidders are put on notice to consult either the Water and Sewage departments or the Municipal Utilities Authorities in the municipalities where the Property is located regarding existing water and sewer facilities.
8. The highest bidder shall be required to deposit with the County after the conclusion of the bidding ten percent (10%) of the bid price by cash, certified or cashier check, which deposit shall be held in escrow by the County. If the Board rejects the bid, and denies authorization for the sale of a specific property, then the County shall refund the bidder his entire deposit without interest within fifteen (15) days of the Board's rejection of the bid; and bidder shall have no further obligation to, or claim against, the County regarding the bid and sale. If the Board accepts the bid, and authorizes the sale, then the bidder's deposit shall be credited against the purchase price in the Contract of Sale.
9. The balance of the purchase price shall be paid by certified or cashier's check to the County after closing upon delivery of the deed. This closing shall take place within forty five (45) days after acceptance of a bid, and the authorization for the sale, by the Board. All usual adjustments shall be made as of the date of the transfer of title.
10. The County makes no representations or warranties as it relates to the zoning or permitted uses of the Property.
11. Title shall be transferred by a Bargain and Sale Deed, and the Property shall be conveyed subject to all conditions of this Resolution, and subject to all the terms and provisions of the Local Lands and Building Law, N.J.S.A. 40A:12-1, et seq.
12. Pursuant to N.J.S.A. 40A:12-13(a) of the Local Lands and Building Law, the Board Clerk shall publish a notice to bidders and copy of this Resolution authorizing sale of the Property to the highest bidder in the *South Jersey Times* by two (2) insertions at least once a week over a period of two (2) consecutive weeks, the last publication to be made no earlier than seven (7) days prior to the sale.
13. The County Administrator, County Counsel, County Purchasing Agent, and all other necessary and appropriate County staff are hereby authorized to take all necessary steps to advertise and offer the Property for sale, and to conduct an auction to accomplish the sale, all in accordance with the Local Lands and Building Law, N.J.S.A. 40A:12-1, et seq.
14. No employee, agent, officer, body or subordinate body has any authority to waive, modify or amend any of the conditions of sale without the express approval by Resolution of the Board.
15. The Board's Director and Clerk shall execute a Contract of Sale for and on behalf of the County with any successful bidder within twenty (20) days after acceptance of the bid.

and authorization of the sale by the Board upon terms and conditions consistent herewith, and upon any additional terms and conditions which are necessary to effectuate the purposes herein, and to secure the best interest of the County; provided that any additional terms and conditions shall not be inconsistent with the terms and conditions of this Resolution.

16. The Purchaser shall not assign or transfer the Contract of Sale, or any interest therein, without the prior written approval of the County. Any assignment or transfer without such approval shall be void, and shall constitute a default and breach.
17. Any resolutions, ordinances, or portions thereof, which are inconsistent with this Resolution shall hereby be repealed to the extent of any such inconsistency.

ADOPTED a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held at Woodbury, New Jersey on April 15, 2015.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

A-11

RESOLUTION ESTABLISHING GLOUCESTER COUNTY EMPLOYEE SALARY RANGES AND FIXING COMPENSATION FOR NON-UNION EMPLOYEES; AND, FOR TITLES ASSOCIATED WITH THE ASSISTANT PROSECUTOR'S ASSOCIATION; FOP #199; PBA#122; FOP #165; AND, FOP #97 FOR THE YEAR 2015

WHEREAS, applicable New Jersey Law (N.J.S. 40A:9-10) provides that the Board of Chosen Freeholders shall fix the compensation to be paid to County employees; and

WHEREAS, the Board of Chosen Freeholders and its administrative staff have carefully considered and researched the issue of appropriate salary ranges and specific compensation; and

WHEREAS, the results of the consideration and research as to compensation for non-union personnel for the year 2015, are set forth in the schedule(s) attached to this resolution; and

WHEREAS, the compensation scales for the titles associated with: (1) Assistant Prosecutor's Association (2) Corrections Officers (FOP #97) (3) Corrections Sergeants Association (FOP #199); (4) GC Prosecutor-Superior Officers (PBA #122); (5) GC Sheriff Officer's Association-Sheriff Officers and Sheriff Officers Sergeants (PBA#122); (6) GC Superior Officers Association-Correction Lieutenants (FOP #165); and (7) GC Superior Officers Association-Sheriff Lieutenants and Captains (FOP #165); are set forth within additional schedules attached and incorporated herein by reference; and

WHEREAS, the Board of Chosen Freeholders finds the salary ranges, compensation and scales in regard to the above to be fair and reasonable.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that the salary ranges and compensation for Gloucester County non-union personnel; and, the compensation scales for titles associated with:

- (1) Assistant Prosecutor's Association;
- (2) Corrections Officers (FOP #97);
- (3) Corrections Sergeants Association (FOP #199);
- (4) GC Prosecutor-Superior Officers (PBA #122);
- (5) GC Sheriff Officer's Association - Sheriff Officers and Sheriff Officer Sergeants (PBA #122);
- (6) GC Superior Officers Association-Correction Lieutenants (FOP #165);
- (7) GC Superior Officers Association-Sheriff Lieutenants and Captains (FOP #165);

as set forth on schedules attached hereto and incorporated herein, be and are hereby approved; and, that the designated County employees shall be compensated accordingly for the year 2015; and

BE IT FURTHER RESOLVED that if during the course of the year 2015 any personnel are promoted or such salaries or compensation shall be modified, then all such promotions and/or modifications shall be accomplished consistent with this Resolution, all applicable laws, rules and regulations, including applicable statutes, civil service regulations and the County Administrative Code, and shall be accomplished by the appointing authority consistent with the applicable County procedures.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, April 15, 2015 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

A 11

DEPARTMENT HEADS

Level I	\$ 68,432 - \$107,740
Level II	\$ 77,370 - \$143,324
Level III	\$ 85,851 - \$140,333
Level IV	\$114,620 - \$240,757
Administration	\$115,000 - \$206,064

DEPARTMENT HEADS

County Administrator	Administration
County Counsel	Administration
County Engineer	Level III
County Medical Examiner	Level IV
County Treasurer	Administration
Deputy County Administrator	Administration
Director, Office of Taxation	Level II
Director, Animal Shelter	Level I
Director, Buildings and Grounds	Level III
Director, Consumer Protection	Level I
Director, Department of Health & Senior Services	Level IV
Director, Economic Development	Level II
Director, Golf Course	Level I
Director, Human Services	Level II
Director, Information Technology	Level III
Director, Land Preservation	Level I
Director, Parks and Recreation	Level I
Director, Planning Department	Level II
Director, Public Works	Level III
Director, Purchasing Department	Level II
Director, Social Services	Level III

Director, Veteran's Affairs

Level I

Emergency Management Coordinator

Level IV

Emergency Response Coordinator

Level IV

Warden, Correctional Services

Level IV

DEPUTY DEPARTMENT HEADS

\$72,906 - \$131,068

MANAGEMENT STAFF

Level I	\$38,934 - \$ 91,260
Level II	\$66,529 - \$ 85,851
Level III	\$69,919 - \$107,555
Level IV	\$85,509 - \$119,348

DEPUTY DEPARTMENT HEADS

Assistant County Counsel

Assistant Director, Buildings and Grounds

Assistant Director, Emergency Response

Assistant Road Supervisor

County Tax Assessor

Deputy Director of Welfare Services

MANAGEMENT STAFF

Administrative Clerk	Level I
Administrative Secretary	Level I
Assistant County Adjuster	Level II
Assistant County Counsel	Level IV
Assistant Manager, Golf Facilities	Level I
Chief Clerk	Level III
Chief Emergency Medical Technician	Level IV
Clerk of the Board	Level II
Confidential Assistant	Level I
Deputy Chief Emergency Medical Technician	Level II
Deputy Fire Marshall/Instructor	Level I
Director, Public Health Nursing	Level IV
Division Head, Education & Disability Services	Level II
Division Head, Human Resources	Level III
Division Head, WIB	Level II
Executive Assistant	Level III
Executive Director, Senior Services	Level III
Fire Marshall	Level II
Fiscal Officer, Social Services	Level III
Health Officer	Level III
Principal Accountant	Level II
Senior Program Development Specialist, Community Service	Level III

Supervisor, Garage Services	Level II
Supervisor, Veteran's Interment	Level II
Systems Analyst	Level III
Telephone System Installer	Level II

NON-UNION PERSONNEL

Alternate, Construction Board of Appeals	\$ 3,867
Chairman, Construction Board of Appeals	\$ 3,867
Confidential Assistant	\$28,870 - \$ 85,455
County Agricultural Agent	\$ 8,699 - \$ 67,916
Deputy Emergency Management Coordinator	\$ 3,000
Four H Agent – Program Coordinator	\$22,950
Freeholder Aide	\$38,870 - \$ 72,952
Home Economist	\$22,670
Judge	\$10,000 - \$ 70,000
Keyboarding Clerk 2	\$42,812 - \$ 68,104
Keyboarding Clerk 3	\$58,944 - \$ 78,944
Member, Construction Board of Appeals	\$ 3,867
Medical Director	\$39,999 - \$ 49,999
Principal Account Clerk	\$50,326 - \$ 70,326
Seasonal Employee	\$8.38 per hour – \$35.00 per hour
Secretary, Construction Board of Appeals	\$ 3,973 - \$ 5,973
Secretary, Planning Board	\$ 5,850 - \$ 7,850
Student Assistant, PT (hourly)	\$8.38 - \$12.25

ROW OFFICERS

County Clerk	\$128,547 \$ 2,550
Deputy County Clerk	\$ 98,322*
*The annual compensation of the deputy county clerk shall not exceed $\frac{3}{4}$ of the annual compensation of the county clerk	
Chief of Staff	\$ 72,554 - \$ 92,554*
*The annual compensation of any chief clerk in the office of county clerk shall not exceed $\frac{3}{5}$ of the annual compensation of the county clerk	
Sheriff	\$128,547
Undersheriff	\$ 99,813 - \$101,289
Chief of Sheriff's Officers	\$108,438 - \$128,438
Chief Warrant Officer	\$ 67,189 - \$ 87,189
Investigator, Sheriff	\$ 48,000 - \$ 91,111
Chief of Staff	\$ 74,476 - \$ 94,476
Surrogate	\$128,547
Deputy Surrogate	\$ 90,305 - \$110,305

BOARD OF ELECTIONS

Chairperson, Board of Elections	\$15,000
Secretary/Board of Elections	\$15,000
Commissioner, Board of Elections	\$10,000
Principal Clerk/Deputy Registrar	\$30,000 - \$ 64,142

SUPERINTENDENT OF ELECTIONS

Computer Specialist	\$90,051 - \$110,051
Investigator, Board of Elections	\$28,041 - \$ 83,589
Clerk 1	\$28,802 - \$ 48,802
Keyboarding Clerk 1	\$28,125 - \$ 48,125
Keyboarding Clerk 2	\$35,090 - \$ 55,090
Systems Analyst	\$76,698 - \$ 96,698
Receptionist/Clerk	\$27,390- \$ 39,390
Superintendent of Elections	\$86,986 - \$106,986

PROSECUTOR'S OFFICE

County Prosecutor	\$165,000
1 st Assistant Prosecutor	\$108,326 - \$140,370
Chief of County Detectives	\$112,623 - \$143,023
Confidential Aide	\$ 26,720 - \$ 52,654
Confidential Secretary	\$ 53,577 - \$ 85,148
Office Manager	\$ 59,015 - \$ 90,695

ASSISTANT PROSECUTOR'S ASSOCIATION

FRATERNAL ORDER OF POLICE

**NEW JERSEY
STATE POLICEMEN'S BENEVOLENT
ASSOCIATION**

Assistant Prosecutor's Association	\$ 56,264 - \$114,521
FOP #97 Corrections Officers	\$ 35,347 - \$ 82,492
FOP #199 Corrections Sergeants Association	\$ 97,407- \$103,368
PBA #122 Superior Officers – Prosecutor	\$109,309 - \$127,785
PBA #122 Sheriff's Officer	\$ 40,700 - \$ 93,648
PBA #122 Sheriff's Officer Sergeant	\$ 94,987- \$102,586
FOP #165 Superior Officers – Corrections	\$114,132
Superior Officers – Sheriff	\$114,132 - \$116,938

B-1

RESOLUTION AUTHORIZING AMENDED AND RESTATED CONSTRUCTION AND RIGHT OF ENTRY LICENSE AGREEMENT WITH WHEELABRATOR GLOUCESTER COMPANY, L.P. TO PERMIT THE COUNTY TO CONSTRUCT, INSTALL AND MAINTAIN A TOWER AND RELATED NECESSARY EQUIPMENT AT 600 US ROUTE 130, WESTVILLE, NEW JERSEY 08093

WHEREAS, the County of Gloucester has a need to construct, install and maintain a tower and related necessary equipment to enhance emergency dispatch services at Wheelabrator Gloucester Company, L.P. located at 600 US Route. 130, Westville, New Jersey 08093; and

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

WHEREAS, in order to formalize the above installation and services the County of Gloucester and Wheelabrator Gloucester Company, L.P. shall enter into an Amended and Restated Construction and Right of Entry License 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 Amended and Restated Construction and Right of Entry License Agreement to construct, install and maintain a tower and related necessary equipment to enhance emergency dispatch services at Wheelabrator Gloucester Company, L.P. located at 600 US Route 130, Westville, New Jersey 08093; and

BE IT FURTHER RESOLVED, approval is conditioned on the County of Gloucester's approval of schematics of the leased property and licensed area.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, April 15, 2015, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

B-1

**AMENDED AND RESTATED CONSTRUCTION AND RIGHT OF ENTRY LICENSE
AGREEMENT**

THIS AMENDED AND RESTATED CONSTRUCTION AND RIGHT OF ENTRY LICENSE AGREEMENT (this "Agreement") is made this ____ day of _____, 2015, by and between Wheelabrator Gloucester Company, L.P., a New Jersey limited partnership, having an office at 600 US Route 130, Westville, New Jersey 08093 (the "Licensor"), and the County of Gloucester, a body politic of the State of New Jersey, and its subordinate departments and agencies, having an address at 1200 N. Delsea Drive, Clayton, New Jersey 08312 (the "Licensee").

WITNESSETH:

WHEREAS, Licensor is the owner of that certain tract of land located at 600 US Route 130, Township of Westville, County of Gloucester, State of New Jersey, which land is more particularly described in Schedule A attached hereto and made a part hereof (the "Property");

WHEREAS, the Licensee, through its Office of Emergency Response, desires to make alterations and additions to the existing emergency services antenna system site on the Property; and

WHEREAS, the parties desire to amend and restate the Original Agreement dated April 6, 2000 to describe such alterations and additions and to continue and expand the license granted in the Original Agreement to account for these alterations and additions on the terms and conditions set forth herein.

NOW THEREFORE, for and in consideration of the covenants herein and the sum of

\$1.00, the receipt and sufficiency of which are hereby acknowledged, it is agreed as follows:

DEFINITIONS

- A. "Antennas" shall mean three twenty (20) foot long radio antennas and two six (6) foot diameter microwave dish antennas, associated mounting brackets and cables, to be mounted on the side of the Stack at levels and locations shown on attached drawings in Schedule B.
- B. "Confidential Information" is defined in Section 10 hereof.
- C. "Damages" shall mean any and all obligations, liabilities, damages, fines, liens, penalties, suits, claims, deficiencies, losses, judgments, settlements, costs and expenses (including attorneys', accountants', engineers', health, safety, environmental and other consultants' and investigators' fees and disbursements).
- D. "Equipment Shelter" shall mean a prefabricated concrete equipment building [no larger than 12 by 16 feet] located adjacent to the Stack that will house radio transmitters, receivers, transmitter combiners, multicouplers, microwave equipment, Network equipment, and fiber optic feeds leading from the street adjacent to the Property, and other equipment necessary for the operation of the Radio Communications System, as further described and at the location shown in Schedule B.
- E. "Governmental Requirements" shall mean all applicable rules, regulations, ordinances, codes, standards, orders, statutes, laws, decisions, interpretations, and requirements of all governmental, municipal, and public utility authorities having jurisdiction, including without limitation the Township of Westville, the County of Gloucester, the State of New Jersey, the United States of America, the FCC and the FAA, together with all requirements imposed under any applicable agreements with any of the foregoing authorities.

F. "Hazardous Materials" means substances defined as "hazardous substances," "toxic substances," "hazardous wastes," or similar classifications in any and all applicable federal, state and local laws or ordinances governing such matter and any regulations adopted or promulgated pursuant thereto.

G. "Indemnified Parties" is defined in Section 13 hereof.

H. "License Area" is defined in Section 2 hereof.

I. "License" or "Agreement" shall mean this Amended and Restated Construction and Right of Entry License Agreement.

J. "Licensee" is defined in the Preamble to this Agreement.

K. "Licensor" is defined in the Preamble to this Agreement.

L. "Parties" shall mean both Licensor and Licensee.

M. "Radio Communications System" shall mean the Antennas, the Equipment Shelter, standby generator and associated fuel tank, and all necessary surface and subsurface appurtenances and connections, including but not limited to wires, cables, batteries and grounding devices, which together shall serve as a radio communications system to provide emergency services communication.

N. "Stack" shall mean the stack tower located on the Property.

O. "Work" is defined in Section 1 hereof.

1. Licensor hereby grants to the Licensee a right of entry license upon the Property for the limited purpose of constructing the Radio Communications System, and thereafter, to operate, use, maintain, repair, inspect, protect and reconstruct the Radio Communications System (hereinafter the "Work").

2. The Radio Communications System shall be primarily located upon and

immediately adjacent to the Stack, as more particularly shown on Schedule B attached hereto and made part hereof (the "License Area").

3. Licensee shall provide to Licensor complete written detailed plans, drawings and specifications (the "Plans") for all Work. All Plans shall be approved in writing by the Licensor and Licensor may accept or reject the Plans in its sole and absolute discretion. To the extent reasonably feasible, Licensee shall draw the Plans so that any wiring, cables, piping or other improvements which are part of the Radio Communications System will be located underground or dressed so that it is out of visible sight until the wiring and other improvements reach the Equipment Shelter or the Stack, as the case may be.

4. The Work shall be performed by Licensee in a safe and efficient manner and in strict compliance with Governmental Requirements. Licensee shall keep the Property neat at all times and no Hazardous Materials shall be brought upon the Property without the written consent of Licensor. All Work shall be performed in strict accordance with the access requirements of Section 7 hereof.

5. All Work performed hereunder and all costs associated therewith, directly or indirectly, including but not limited to all utility costs incurred and all taxes and assessments, which may be made, assessed or charged by any governmental entity on the Radio Communications System, shall be at the sole cost and expense of and be borne solely by Licensee. Licensee shall discharge such obligations fully and promptly.

6. In connection with the use and operation of the Radio Communications System, Licensee shall comply with Governmental Requirements, including the procurement and renewal of licenses or permits, if they are required.

7. The Licensee shall have the right of ingress and egress across, to, over, through,

and from the License Area for the exercise of the rights herein granted. The right of access shall be exercised at reasonable times, with minimal or no interruption to Licensor's business and operations, and, except in the case of emergency, upon reasonable notice to and approval of the Licensor's plant manager or designee. Further, the access and Work shall be performed in a manner consistent with Licensor's use of the Property and Licensor's applicable policies and procedures, including without limitation those respecting health, safety, security, conduct and operations. Any access granted hereunder shall be only for the purposes of performing the Work.

8. The initial term of this Agreement shall commence on the date hereof and expire on December 31, 2019. There will be four (4) renewal terms of ten (10) years each. Either party can cancel this Agreement at the end of the term or any renewal term on six (6) months' notice. If neither party terminates this Agreement at the end of a term or renewal term, the next renewal term (if any) shall automatically take effect. In addition, Licensor may terminate this Agreement on thirty (30) days written notice in the event: (a) Licensee violates any of the terms and conditions of this Agreement; (b) a governmental entity having jurisdiction over the Property or the Parties requires the removal or material expansion/relocation of the Radio Communications System; (c) the License, in Licensor's sole judgment, unreasonably interferes with Licensor's current operations on the Property and/or the future development thereof; (d) Licensee ceases to use, operate and maintain the Radio Communications System or shall abandon the same, other than by reason arising from force majeure, and does not commence the use, operation or maintenance of the Radio Communications System within thirty (30) days after written notice; or (d) Licensor ceases operation of the facility located on the Property.

9. Before any termination of this Agreement, Licensee shall remove at its sole cost

and expense the Radio Communications System, including all materials, installations, equipment and debris of any nature brought onto the Property, all in a manner that shall not encumber the Property and shall be in full compliance, satisfaction and accordance with all Governmental Requirements. Licensee shall restore the Property to the condition it was in prior to the commencement of the construction of the Radio Communications System to the reasonable satisfaction of Licensor. In the event Licensee shall fail to remove the materials from the Property by the termination of this Agreement, all or portions of the materials remaining on or at the Property shall be deemed abandoned by Licensee and title thereto shall automatically pass to Licensor whether or not the materials are thereafter utilized by Licensor and without any payment therefor to Licensee by Licensor. Licensor shall have the right in such event, to either utilize the materials (or portions thereof) as Licensor's property or to remove the materials from the Property, at Licensee's sole cost and expense, the cost of which removal shall be billed to Licensee and shall be paid by Licensee. This Section shall survive the termination of this License.

10. In performance of this Agreement, Licensee may come into contact with or become aware of information, data, or communications of a proprietary nature to Licensor (hereinafter "Confidential Information"). Information which Licensor considers confidential shall be clearly identified when disclosed and Confidential Information disclosed in written form shall be appropriately marked. Licensee agrees to hold secret and protect the Confidential Information, to use that degree of care that Licensee uses or would use with respect to its own proprietary and confidential information, to not make copies of the written versions thereof, and to not discuss with, or disclose to, any third party the Confidential Information without the prior written consent of Licensor. Licensee further agrees to make its employees, contractors and

subcontractors aware of Licensee's obligations hereunder and to cause said employees to execute agreements consistent with the terms of this Section. Upon termination of this Agreement, Licensee shall return to Licensor all Confidential Information within Licensee's possession. This Section shall survive termination of this Agreement.

11. Licensee shall suffer no liens to be created on the Property, but if any lien should become fixed thereon as a result of Licensee's (or its subcontractors' or employees') actions or operations, Licensee agrees to fully discharge the same within ten (10) days from receipt of notice thereof. All of Licensee's agreements with agents, contractors, subcontractors or any third party shall include a provision prohibiting all such agents, contractors, subcontractors and third parties from filing mechanic's or material man liens against the Property. Licensee shall provide evidence of such provisions in its contracts upon request by Licensor.

12. The Licensor herein reserves the right of fully use and enjoy the License Area in any way not unreasonably interfering with the privilege herein granted.

13. Licensee hereby assumes all risk of and/or damage to property or injury to or death of persons arising out of or in connection with its entry upon the Property or its performance of the Work, unless such loss and/or damage to property or injury to or death of persons is the result of the gross negligence or intentional acts of Licensor, its employees or agents. Licensee hereby agrees to indemnify, defend and hold harmless Licensor, its affiliates, subsidiaries, related entities and agents, and their respective successors and assigns (the "Indemnified Parties") from and against any and all Damages arising out of, related to or in connection with Licensee's entry onto the Property or Licensee's performance of the Work. This Section shall survive the termination of the License.

14. Insurance

During the term of this Agreement, the Licensee and the Licensor hereinafter referred to as the contract parties and its agents, employees, contractors and subcontractors shall keep in force the following minimum insurance coverages on an occurrence basis with insurance companies rated "B+" or better by A.M. Best rating service:

<u>Coverages</u>	<u>Limits of Liability</u>
Comprehensive General Liability Insurance, including contractual and products/completed operations	Per Occurrence \$1,000,000 General Aggregate \$2,000,000
Comprehensive Automobile Liability Insurance, including non-owned and hired vehicle coverage	For bodily injury and property damage Per Occurrence \$1,000,000
Comprehensive Excess Umbrella	Per Occurrence \$4,000,000
Workers' Compensation Insurance	Statutory
Employers' Liability Insurance	Per Occurrence \$1,000,000

The comprehensive general liability insurance shall be specifically endorsed to provide coverage for the contractual liability accepted by each contract party in this Agreement.

Prior to commencing performance of the Services, the contract parties shall furnish each other certificates of insurance on standard ACORD forms or other evidence satisfactory to Licensor to the effect that such insurance has been procured and is in force. At least thirty (30) days prior to the expiration of any of the insurance policies required herein, each party shall furnish certificates of insurance on standard ACORD forms, in accordance with the terms hereof, evidencing the renewal of such insurance for a period equal to at least the earlier of (a) the expiration of the term of this Agreement and (b) one year from the date of expiration of the then current insurance policies.

The contract parties shall furnish Certificates of Insurance in the same standard that is

set forth in Paragraph 2.

The insurance policies required herein shall be endorsed with, and the certificates of insurance shall contain, the following language:

"Wheelabrator Environmental Systems Inc. and its affiliates are named as an additional insured with respect to the comprehensive general, excess umbrella, and automobile liability policies set forth herein. A waiver of the underwriter's rights of subrogation applies in favor of Wheelabrator Environmental Systems Inc. and its affiliates as their interest may appear with respect to all policies described herein."

The County of Gloucester shall be named as an additional insured with respect to Comprehensive, General Access, Umbrella, and Automobile policies and General Liability policies in the same manner as stated above.

15. This License shall be binding upon and inure to the benefit of the respective successors and assigns of the Parties; provided, however, Licensee shall not assign any of the rights and privileges granted hereunder without prior express written approval of Licensor, which approval may be withheld in its sole and absolute discretion.

16. Licensee, its employees, contractors and subcontractors, shall act as an independent contractor under this Agreement, and shall not be regarded as partners or joint venturers with, or employees, agents or representatives of, Licensor. Licensee shall be responsible to its employees, contractors, subcontractors and agents for all direct and indirect remuneration, travel allowances and all other employee benefits due or payable by reason of work or services rendered and shall be solely responsible to pay such employees Workers Compensation and unemployment benefits.

17. Notices, demands, requests and approvals hereunder shall be in writing and shall

be by (i) personal delivery, (ii) forwarded by reputable overnight carrier, (iii) or by depositing the same in the United States mail, by certified mail, return receipt requested, by addressing the same to:

If to Licensor:

Wheelabrator Gloucester Company
600 US Route 130
Westville, New Jersey 08093
Attention: Plant Manager

-COPY TO-

Wheelabrator Technologies Inc.
4 Liberty Lane West
Hampton, NH 03842
Attention: General Counsel

If to Licensee:

County of Gloucester
Communications Center
Office of Emergency Response
1200 N. Delsea Drive
Clayton, New Jersey 08312
Attention: Thomas Butts

-COPY TO-

All notices, demands, requests and approvals shall be deemed to have been received: (i) in the case of personal delivery, upon actual receipt or refusal, (ii) by overnight courier, the following business day after delivery to such overnight courier; or (iii) in the case of delivery by certified mail, upon the earlier of actual receipt or refusal thereof or the third (3rd) calendar day after such mailing.

Either party may designate, from time to time, another address for purposes of

providing notices, demands, requests and approvals under this Agreement. In addition, notice may be sent by fax, provided the receipt of such fax is confirmed and the notice is also sent by another means permitted hereunder. In such event, the notice shall be deemed delivered at the time of actual receipt or the time the alternative means of delivery is considered delivered hereunder, whichever is earlier.

18. This Agreement contains all the agreements and understandings of the Parties concerning the subject matter contained herein, and supersedes all prior written or oral agreements or understandings. The Agreement may not be altered, modified, amended, renewed, extended or terminated except by a document in writing duly executed by each of the Parties.

19. In the event of any dispute or controversy between the Parties arising under this Agreement, the prevailing party shall be entitled to legal fees and costs incurred in connection therewith.

20. This Agreement may be executed in several counterparts, which shall constitute one and the same instrument.

21. This Agreement shall not be binding upon either Licensee or Licensor unless and until it is executed and delivered by both Licensee and Licensor. Upon full execution of this Agreement, the Original Agreement shall terminate in all respects and is hereby replaced with the terms of this Agreement.

22. This Agreement shall be construed reasonably to carry out its intent without presumption against or in favor of either party. If any provision hereof shall be declared invalid by a court or in any administrative proceedings, then the provisions of this Agreement shall be construed in such manner as to preserve the validity hereof and the substance of the

transaction herein contemplated to the extent possible. The article, paragraph, and/or section headings and the arrangement of this Agreement is for the convenience of the parties hereto and do not in any way affect, limit, amplify or modify the terms and provisions hereof.

Whenever herein the singular is used, the same shall include plural and the masculine gender shall include the feminine and neuter genders and vice versa, as the content shall require.

23. This Agreement shall be governed by and construed in accordance with the internal laws of the State of New Jersey, without giving effect to the principles of conflicts of laws.

24. The effective date of this Agreement is April 6, 2015

IN WITNESS WHEREOF, the Licensor and Licensee by and through their authorized representatives have hereto set their hand this ___ day of _____, 2015.

WITNESS:

WHEELABRATOR GLOUCESTER
COMPANY, L.P., a New Jersey Limited
Partnership

BY: Wheelabrator New Jersey Inc., a Delaware
Corporation, its managing partner

By: _____
Name:
Title:

WITNESS :

THE COUNTY OF GLOUCESTER

By: _____
Robert M. Damminger, Freeholder Director

SCHEDULE "A"

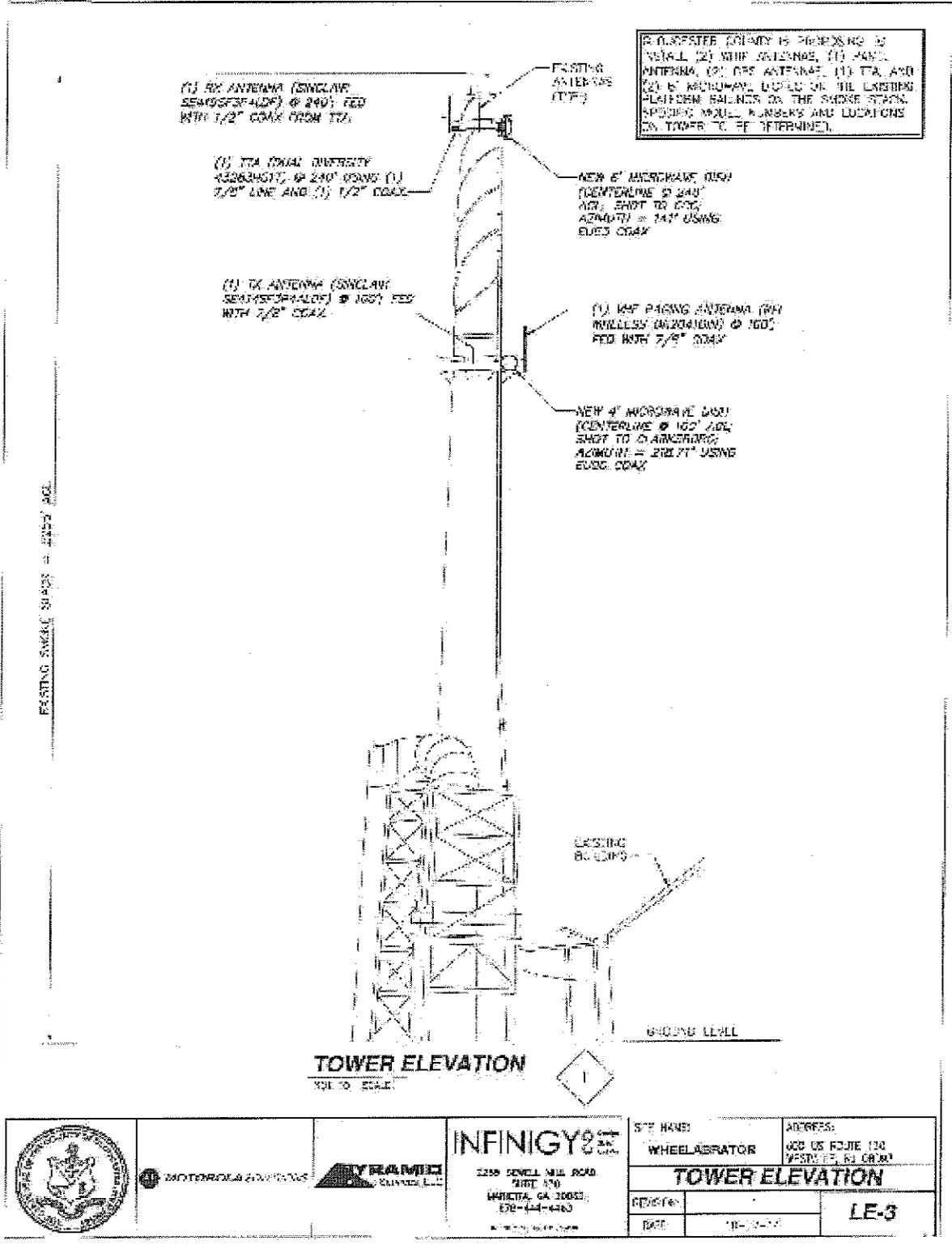
PROPERTY

[FINAL LEASE EXHIBITS/CONSTRUCTION DOCUMENTS TO BE INSERTED]

SCHEDULE "B"

LICENSE AREA

[FINAL LEASE EXHIBITS/CONSTRUCTION DOCUMENTS TO BE INSERTED]



			INFINIGY <small>COMMUNICATIONS CORP.</small> 2220 DEVELL AVE ROAD SUITE 470 LAWRENCE, GA 30043 478-444-4463 <small>www.infinigy.com</small>	SITE NAME: WHEELABRATOR	ADDRESS: 400 US ROUTE 130 WHEELABRATOR, GA 30093
				TOWER ELEVATION	
				DATE: 11-14-11	

C-1

RESOLUTION AMENDING THE CONTRACT WITH TRIAD ASSOCIATES, INC. TO INCREASE THE CONTRACT IN AN AMOUNT NOT TO EXCEED \$9,600.00

WHEREAS, the Board of Chosen Freeholders of the County of Gloucester adopted a Resolution on July 23, 2014 authorizing the execution of a contract with Triad Associates, Inc. to provide project management for the County's CDBG and HOME Investment Partnership Programs in an amount not to exceed \$103,600.00; and

WHEREAS, due to additional required services an increase in an amount of \$9,600.00 is required; and

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

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

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 hereby is authorized to attest to the Amendment to increase the contract with Triad Associates, Inc. in the amount of \$9,600.00 to provide additional project management services for the County's CDBG and HOME Investment Partnership Program; and

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

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, April 15, 2015 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

C-1

**AMENDMENT TO CONTRACT
BETWEEN
TRIAD ASSOCIATES, INC.
AND THE
COUNTY OF GLOUCESTER**

THIS is an amendment to a contract originally entered into on the 23rd day of July, 2014, by and between Triad Associates, Inc., 1301 West Forest Grove Road, Building 3, Vineland, NJ 08360, hereinafter referred to as "**Contractor**", and the **County of Gloucester**, hereinafter referred to as "**County**".

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

This Contract is increased in an amount not to exceed \$9,600.00 resulting in a revised amount not to exceed \$113,200.00 to provide project management for the County's CDBG and HOME Investment Partnership Program.

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

THIS AMENDMENT is effective as of the 15th day of April, 2015.

ATTEST:

COUNTY OF GLOUCESTER

ROBERT N. DILELLA, CLERK

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

TRIAD ASSOCIATES, INC.

MICHAEL ZUMPINO, CHAIRMAN

C 2

**RESOLUTION EXTENDING THE CONTRACTS WITH SOUTH STATE, INC. AND
R.E. PIERSON MATERIAL CORPORATION FOR THE SUPPLY OF HOT MIX
ASPHALT FOR ONE YEAR THROUGH MAY 4, 2016 IN AN AMOUNT NOT TO
EXCEED \$1,400,000.00 PER VENDOR**

WHEREAS, the County of Gloucester (hereinafter the "County") originally entered into contracts on April 10, 2013 with South State Inc. and R.E. Pierson Material Corporation for the supply of hot mix asphalt, as per Bid PD#013-014. The contracts provided the County with the option to extend for one (1) two year period or two (2) one year periods; and

WHEREAS, the option for the first extensions were exercised and passed by Resolution on April 16, 2014; and

WHEREAS, the County's Public Works Department has recommended exercising the final option to extend the contracts for one year through May 4, 2016 in an amount not to exceed \$1,400,000.00 for each Vendor; and

WHEREAS, all other terms and provisions of the previously executed contracts, with the exception of the extension of the term, will continue in full force and effect; and

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

WHEREAS, continuation of the said contracts beyond December 31, 2015 is conditioned upon the approval of the 2016 County Budget.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the County does hereby exercise its option to extend its aforesaid contracts with South State Inc. and R.E. Pierson Material Corporation for the supply of hot mix asphalt in accordance with Bid PD#013-014 for an additional one (1) year period from May 5, 2015 to May 4, 2016 in an amount not to exceed \$1,400,000.00 for each Vendor and that the County's Purchasing Agent is hereby directed to inform South State Inc. and R. E. Pierson Material Corporation of the extension; and

BE IT FURTHER RESOLVED that before any purchase be made pursuant to the said contracts, that a certification shall be obtained from the Purchasing Agent of the County 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 and State of New Jersey held on Wednesday, April 15, 2015 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

ITEM	DESCRIPTION	VENDOR:	Unit Price	VENDOR:	Unit Price	VENDOR:	Unit Price	VENDOR:	Unit Price	
<p>PD 013-014 Bid Opening 3/15/2013 10:00am SPECIFICATIONS AND PROPOSAL FORM FOR THE SUPPLYING OF BITUMINOUS MATERIALS</p>										
		VENDOR: Arawak Paving Co. 7603 Weymouth Rd. Hammonton, NJ 08037 John Barrett 609 561-4100 609 567-4750 Fax		VENDOR: R.E. Pierson Materials Corp. 426 Swedesboro Rd Pilesgrove, NJ 08098 Cherri M. Coles 856 769-8244 856 769-5630 Fax		VENDOR: South State Inc. PO Box 68 Bridgeton, NJ 08302 Chester J. Ottinger Jr. 856 451-5300 856 455-3461 FAX		VENDOR: American Asphalt Co. Inc. 116 Main St. West Collingswood Hts. 08059 Joseph R. Ford 856 456-2899 856 456-6749 FAX		VENDOR: Winslow Hot Mix LLC 1435 Doughty Road Egg Harbor, NJ 08234 Steven Kurtz 609 641-2781 609 641-0374 Fax
1	(HMA) 12.5 H64 Surface course loaded in trucks at contractors plant Estimated Quantity 20,000 Tons	\$43.60	\$45.00	\$47.00	\$49.44	\$51.00				
2	(HMA) 9.5 M64 Leveling course loaded in trucks at contractors plant Estimated Quantity 500 Tons	\$45.60	\$45.00	\$49.50	\$48.72	\$53.25				
3	(HMA) 19 M64 Base course loaded in trucks at contractors plant Estimated Quantity 500 Tons	\$42.60	\$41.00	\$43.50	\$43.26	\$46.75				
	Distance in miles between pickup location and the county's stocking location as follows:									
	Clayton Yard	Hammononton	Bridgeport	Williamstown	West Collingswood Hgts.	Winslow Twp.				
	Mantua Yard	22.4 Miles	15 Miles	5.2 Miles	16 Miles	15.5 Miles				
	Swedesboro Yard	28.4 Miles	10.1 Miles	10.6 Miles	10 Miles	23.2 Miles				
		34.5 Miles	3.2 Miles	15 Miles	16.5 Miles	46.75 Miles				
	DELIVERY ARO	1 day	1 day	1 day	1 day	1 day				
	Variations: (if any)									
	Will you extend your prices to local government entities within the County	NO	NO	YES	NO	YES				
	Bid specifications sent to:	Construction Journal	Trap Rock	Prime Vendor						
	The ordering period for the proposed contract will be for one (1) year with one two (2) year extension or two (2) one year extensions.									
	Based upon the bids received, I recommend the using department review all bids and award the contract to the lowest responsive, responsible bidder.									
	Sincerely,									
	Robert J. McErlane									
	Purchasing									

C-2

C-3

RESOLUTION TO SUBMIT A GRANT APPLICATION AND EXECUTE A GRANT CONTRACT WITH THE NEW JERSEY DEPARTMENT OF TRANSPORTATION FOR THE GLOUCESTER COUNTY BRIDGE REHABILITATION PROJECT

WHEREAS, the County of Gloucester authorizes the Gloucester County Office of the County Engineer to submit an electronic grant application to the State of New Jersey for Local Bridge Fund Needs grant in the amount up to \$1,130,000.00 from the New Jersey Department of Transportation for the Fiscal Year 2015, for Engineering Project #15-06SA.

NOW, THEREFORE, BE IT RESOLVED that the Board of Chosen Freeholders of the County of Gloucester formally approves the grant application identified as LBFN-2015-Gloucester County Bridge Rehabilit-00002 to the New Jersey Department of Transportation on behalf of the County; and

BE IT FURTHER RESOLVED that the Freeholder Director and Clerk of the Board of Chosen Freeholders are hereby authorized to sign the grant agreement on behalf of the County and that their signature constitutes acceptance of the terms and conditions of the grant agreement and approves the execution of the grant agreement.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on April 15, 2015, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

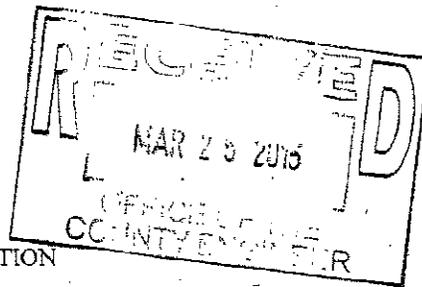
ROBERT N. DILELLA, CLERK

GEORGE
HAYES



State of New Jersey

DEPARTMENT OF TRANSPORTATION
P.O. Box 600
Trenton, New Jersey 08625-0600



CHRIS CHRISTIE
Governor

JAMIE FOX
Commissioner

KIM GUADAGNO
Lt. Governor

March 20, 2015

The Honorable Robert Damminger
Freeholder Director, Gloucester County
P.O. Box 337
2 South Broad Street
Woodbury, NJ 08096

Re: 2015 Local Bridges, Future Needs Program

Dear Freeholder Director Damminger:

On behalf of Governor Chris Christie, I am pleased to announce that applications will now be accepted for the New Jersey Department of Transportation (NJDOT) FY 2015 Local Bridges, Future Needs Program. The Governor and I are committed to maintaining and improving New Jersey's local transportation infrastructure by providing financial assistance to the state's 21 counties for the improvement of county jurisdiction bridges. The NJDOT has programmed \$25.0 million for this program in the FY 2015 Transportation Capital Program.

Each county will receive a \$1.0 million grant to address its local bridge needs. The remaining funds (\$4.0 million in Local Bridge grants) also may be available for local bridge improvements and each county is encouraged to submit a second request for eligible bridges. The second priority projects will be selected based on the proposed bridge condition, sufficiency rating, inventory rating and status of posting of the bridges. Also, considered is the cost per square foot of bridge deck to be improved.

All counties are required to submit their application on or before July 8, 2015 on-line using NJDOT SAGE at <http://www.state.nj.us/transportation/business/localaid/sage.shtm>. A separate application and supporting documents must be submitted for each proposed project.

The Local Bridges, Future Needs Program is jointly managed by the Division of Local Aid and the Division of Bridge Engineering and Infrastructure Management. The Division of Local Aid will administer the projects once the projects are selected. As in the past year, we recommended that you consult with the appropriate Local Aid District Office Manager to assist you in determining project eligibility for funding.

"IMPROVING LIVES BY IMPROVING TRANSPORTATION"
New Jersey Is An Equal Opportunity Employer • Printed on Recycled and Recyclable Paper

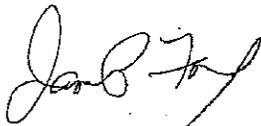
The priority of this program is to improve county owned bridges of more than 20 feet in length that are structurally deficient, scour critical, and functionally obsolete. However, the Department will consider funding structurally deficient minor bridges (structures of 20 feet or less). Minor bridges will be considered as an exception on a case by case basis as the commissioner shall so determine and will require full bridge credentials: (1) inspection report, (2) SI&A data, and (3) Structural Ratings.

Enclosed for your consideration is a list of county-owned structurally deficient, functionally obsolete, and/or scour critical bridges. If you choose to apply, please consider the following provisions:

- NJDOT requires projects to be delivered to construction award within twenty-four months of grant agreement execution. Please provide information in the application to support your project's construction readiness. This information will be considered carefully in our evaluation of applications.
- The following categories of bridges are eligible for the FY 2015 Local Bridges funds and are listed in priority order:
 - Structurally Deficient
 - Scour Critical
 - Functionally Obsolete
 - Minor structurally deficient bridges
- Work may be completed by county force account or by a low bid contract.
- Funding is for Construction only. No funding is provided for design or obtaining permits.
 - Counties may invoice up to 75 percent of the awarded amount, or 75 percent of the allotment, whichever is less. The remainder of the eligible costs will be reimbursed upon receipt of the final Payment Voucher and supporting documentation.
 - Reimbursement will be made for county force account work after work is complete.

We recommend that you consult with your Local Aid District Office to assist in preparing applications for funding. Contact information is attached. Thank you for your continued interest and support of NJDOT, and best wishes for success with your project applications.

Sincerely,



Jamie Fox
Commissioner

c: Vincent Voltaggio

2015
LBFN

15-06

Grant Application for State Aid to

Counties and Municipalities

Local Bridges Future Needs 2015

LBFN-2015-Gloucester County Bridge Rehabilit-00002

Bridge_Preservation

TYPE OF IMPROVEMENT

Infrastructure

Purpose

- Bridge Preservation Primary project purpose is for improving the condition of bridge infrastructure (e.g. new deck, rehabilitation, replacement).

Draft

Grant Application for State Aid to
Counties and Municipalities
Local Bridges Future Needs 2015
LBFN-2015-Gloucester County Bridge Rehabilit-00002
Bridge_Preservation

PROJECT NAME

Note: If you have multiple locations for the same type of improvement and scope of work, you may enter "various" for the project limits, download the excel spreadsheet here, fill it out and attach it below.

Project Title: Gloucester County Bridge Rehabilitation Project

From: Various

To: Various

Structure Number (7 digits): 0804F04

3/30/2015

Grant Application for State Aid to
Counties and Municipalities
Local Bridges Future Needs 2015
LBFN-2015-Gloucester County Bridge Rehabilit-00002
Bridge_Preservation

PROJECT LOCATION

County to filter by:

Gloucester County

Municipalities:

Clayton Borough
Deptford Township
East Greenwich Township
Franklin Township
Franklin Township
Franklin Township
Franklin Township
Greenwich Township
Greenwich Township
Greenwich Township
Mantua Township
Monroe Township
Monroe Township
Wenonah Borough

3/30/2015

**Grant Application for State Aid to
Counties and Municipalities
Local Bridges Future Needs 2015**

LBFN-2015-Gloucester County Bridge Rehabilit-00002

Bridge_Preservation

SCOPE OF WORK

Provide detailed Scope of Work:

The project will consist of the rehabilitation of ten (10) bridge structures: (1) Bridge 3-E-2, Swedesboro-Paulsboro Road (CR653) over Nehonsey Branch in Greenwich Township, (2) Bridge 7-O-3, Malaga New-Brooklyn Road (CR659) over Squankum Branch in Monroe Township, (3) Bridge 7-M-3, Janvier Road over Hospitality Branch in Monroe Township, (4) Bridge 8-N-2, Blue Bell Road (CR633) over Hospitality Branch in Monroe Township, (5) Bridge 5-I-2, Tylers Mill Road over Chestnut Branch in Mantua Township, (6) Bridge 4-F-4 Union Road over Still Run in East Greenwich Township, (7) 3-K-4 Cooper Street (CR534) over Big Timber Creek in Deptford Township and Gloucester Township (Camden County), (8) 4-I-2, Mantua Avenue (CR632) over Mantua Creek in Wenonah Borough, (9) 10-K-2 Williamstown Road (CR612) over Little Ease Run in Franklin Township and (10) Washington Avenue over Little Ease Run in Clayton Borough. Deteriorated concrete parapets for the first five (5) listed locations will have the existing parapets removed replaced and upgraded to truck parapets, concrete repairs performed on the structure, guardrail constructed, embankment and stream stabilization, concrete pavement constructed for decking along with proposed bridge approaches and the entire exposed parapets and concrete bridge structure (excluding the concrete riding surface) coated with an epoxy graffiti proof sealant/paint. Location six (6) will involve the replacement of existing deteriorated timber piles as well as the stabilization of the stream banks and channel. Location seven (7) involves the stabilization of the existing stream channel adjacent to the abutments. Locations 8-10 all involve grout stabilization of undermined footings. Quantities are shown are approximate and shall be directed by the County for each location on the Estimate-Distribution of Quantities sheet. The County reserves the right to direct additional quantities at any of the locations within the project. Items such as construction layout, clearing site and fuel price adjustment are lump sum and are applied to the entire project as a whole and are not distributed to any particular location. Concrete for parapets, bridge approach slabs and surface course shall contain HYCRETE W1000. The Contractor must have the manufacturer's representative for HYCRETE on site during the construction.

An underwater inspection took place at the bridge which revealed the extent of the undermining of the foundations; copies of the findings are included in the project sketches. This contract will require the placement of grout bags and or grout below the footings at locations 8-10. The size of the bags to fit between existing timber piles and to best fill the voided area shall be responsibility of the contractor. The bags shall be placed to minimize spaces between the bags with these spaces filled with pressure grouting (Concrete Type S, tremie concrete). Construction materials and method of placement shall be submitted with the bid. No item for cofferdam is provided. If dewatering operations are required by the method proposed by the contractor, then the cost such shall be included in the unit price of various bids items in the contract. The Contractor will be required to document the installation of the grout bags and pressure grouting under the footing. An underwater video will be taken during diving operation for the construction operations with a pay item for each site. The County will be presented with a DVD of the underwater construction.

All restoration, soil erosion measures and protection of existing conditions shall be included in the contract and paid for under the item clearing site.

3/30/2015

Grant Application for State Aid to

Counties and Municipalities

Local Bridges Future Needs 2015

LBFN-2015-Gloucester County Bridge Rehabilit-00002

Bridge Preservation

Scope of Work cont'd

Location Map - 8.5 x 11 only - showing project limits

1068691-575349-201303251018.pdf

Note: All information must be clear and legible with street names labeled.

Does this project include a traffic signal? Yes No
If Yes, please attach authorization to design or install if available.

Will the project meet AASHTO standards? Yes No
If No, list Design Exceptions below:

Draft

Grant Application for State Aid to
Counties and Municipalities
Local Bridges Future Needs 2015

LBFN-2015-Gloucester County Bridge Rehabilit-00002
Bridge_Preservation

TOTAL ESTIMATED COST OF IMPROVEMENT

Construction Cost: \$2,077,107.00

Please attach a Detailed Construction Cost Estimate 1068692-13-10SASummaryofBids-scannedd
(Word, Excel, or PDF format please)
Cost estimate must be itemized

Construction Inspection and Material Testing if requesting: \$130,000.00
(15% of the final allowable construction cost maximum)

Total Estimated Cost: \$2,207,107.00

Total Requested Amount: \$1,130,000.00

You will be able to submit a maximum of 3 applications.
If you have submitted or plan to submit other applications,
please prioritize your applications by assigning them a
priority rating. Use number 1 for the highest priority.
If you only plan to submit this application, please enter
1 as the priority rating: 1

Grant Application for State Aid to
Counties and Municipalities
Local Bridges Future Needs 2015

LBFN-2015-Gloucester County Bridge Rehabilit-00002
Bridge_Preservation

LOCAL BRIDGES FUTURE NEEDS DATA SHEET

Major Bridges 20 feet or more in length

Structure Name: Swedesboro Paulsboro Rd over Nehonsey Branch
Structure Number: 0803E02
Structurally Deficient? Yes No N/A
Scour Critical? Yes No N/A
Functionally Obsolete? Yes No N/A

List item(s) Causing Structural Deficiency or Functional Obsolescence

Minor Bridges 20 feet or less length

Structure Name: Janvier Road Over Hospitality Branch
Structure Number: 0807M03
Structurally Deficient? Yes No N/A

List item(s) Causing Structural Deficiency

Please attach latest SI&A (Structural Inventory and Appraisal) sheet
Note: All information in the attachment must be clear and legible
1068693-SIASheets2015.pdf

Grant Application for State Aid to

Counties and Municipalities

Local Bridges Future Needs 2015

LBFN-2015-Gloucester County Bridge Rehabilit-00002

Bridge_Preservation

SIGNATURE PAGE

Title of presiding officer who will be signing this application/agreement:

Freeholder Director

Draft

Voltaggio, Vincent M.

From: no-reply-njsage@state.nj.us
Sent: Monday, March 30, 2015 10:38 AM
To: Pandolfo, Michelle; Voltaggio, Vincent M.; Schwarz, Gary; Christina, Karen; Brice, David S.; Everly, Michelle; Speakman, Donna; Fisher, Eric; MacMullin, Kimberly; npoihamus@gcls.org; awodnick@gcls.org; Szolack, Carolyn; Ruiz, Annmarie; Janofsky, Jennifer; Comuso, Maryanne; Giampola, Paula; Cooper, Dawn; Liberto, Amanda; Giuliani, Michelle; Ispinozzi@co.gloucester.nj.us; Docimo, Anna; Hilliker, Tracy A.; Brown, Janeen N.; Burke, Michael; Coryell, Michelle; Schock, Nicholas; Dittmar, Dennis; Mc Farland Jr., Calvin D.; Vefazquez, Christina; Mather, Leona; Spissell, Tamela (Tami); lchapman@co.gloucester.nj.us; DiLaurentis, Diann
Subject: Acknowledging Submission of LBFN-2015-Gloucester County Bridge Rehabilit-00002 Application.

Your application LBFN-2015-Gloucester County Bridge Rehabilit-00002 for Gloucester County has been received by NJDOT as submitted on Mar 30, 2015.

GRANT REQUEST FORM

INCLUDE THE GRANT APPLICATION AND COMPLETED PROPOSAL. IF THE GRANT PROVIDES FOR OUTSIDE CONTRACTING, INCLUDE AND EXPLANATION OF YOUR SELECTION PROCEDURES FOR SUB-GRANTEES. ALSO INCLUDE BUDGET WITH COUNTY ACCOUNT NUMBERS.

DATE:

1. TYPE OF GRANT

 NEW GRANT

 X RENEWAL/CONTINUATION-PREVIOUS YR. BUDGET NUMBER 14-070

2. GRANT TITLE: FY15 Local Bridges, Future Needs Program

3. GRANT TERM: FROM: 4/1/15 TO: Complete

4. COUNTY DEPARTMENT: Engineering

5. DEPT. CONTRACT PERSON & PHONE NO. Vince Voltaggio

6. NAME OF FUNDING AGENCY: New Jersey Dept. of Transportation

7. BRIEF DESCRIPTION OF GRANT PROGRAM (TO BE USED FOR CLERK OF BOARD): This funding from the New Jersey Department of Transportation will be used for repairs of 7 bridges in locations throughout Gloucester County.

8. PERSONNEL-EMPLOYEE NAME & AMOUNT OF SALARY FUNDED THROUGH PROPOSED GRANT PROGRAM (INDICATE A NEW HIRE WITH AN ASTERISK “*”):

<u>NAME</u>	<u>AMOUNT</u>
_____	_____
_____	_____
_____	_____

9. TOTAL SALARY CHARGED TO GRANT \$ _____

10. INDIRECT COST (IC) RATE %

11. IC CHARGED TO GRANT : \$

BUDGET AMENDMENT FORM

INCLUDE GRANT AGREEMENT AND/OR COMMITMENT LETTER, ATTACH (AMENDED) BUDGET PAGE WITH COUNTY BUDGET EXPENEDITURE EXPLANATIONS (C-2 FORM) AND CODE NUMBER (PER BUDGET MANUAL).

DATE: 4/2/15

1. GRANT TITLE: FY15 Local Bridges, Future Needs Program
2. DEPARTMENT: Public Works - Engineering
3. GRANT ID NUMBER: STATE: _____
FEDERAL: _____
4. FUNDING AGENCY CONTACT PERSON: Chris Bergeman
5. FUNDING AGENCY PHONE NUMBER: 856-468-6714
6. GRANT AMOUNT \$1,000,000
7. A. CASH MATCH AMOUNT: \$0
(Attach mandated documentation)
- B. IN-KIND MATCH: \$0
- C. MODIFICATION AMOUNT: _____
- D. NEW TOTAL: \$1,000,000
8. CONTRACT PERIOD: FROM: 4/1/15 TO: Complete
9. HOW DOES COUNTY RECEIVE PAYMENT: ADVANCE: 75%
REIMBURSEMENT: MONTHLY: _____
QUARTERLY: _____
END OF CONTRACT: 25%
OTHER (EXPLAIN) _____
10. ARE EXPENDITURE REPORTS DUE TO GRANTOR? YES X NO _____
ARE THEY MONTHLY _____ QUARTERLY _____ END OF CONTRACT X
LIST DATES REPORTS ARE DUE: _____ Day Following calendar quarter

11. WILL THIS GRANT HAVE ANY SUB-GRANTEES? YES _____ NO X
(IF SO PLEASE INCLUDE A COPY OF THE PROPOSAL THAT IS BEING SENT OUT FOR RFP'S)

12. IS THIS GRANT EXPECTED IN FUTURE YEARS? YES X NO _____
EXPLAIN: The Local Bridge Program is typically funded each year.

13. PLEASE PROVIDE A BRIEF DESCRIPTION WHICH WILL BE USED FOR THE BUDGET RESOLUTION: This funding from the New Jersey Department of Transportation will be used for repairs of 7 bridges in locations throughout Gloucester County.

14. ARE BUDGET TRANSFERS PERMITTED WITHOUT GRANTOR APPROVAL? YES X NO _____

DEPARTMENT HEAD: _____

Signature

DATE: 4-6-15

.....
Departmental Use Only

DATE RECEIVED BY GRANTS DIVISION: _____

DATE RECEIVED BY BUDGET OFFICE: _____

REVIEWED:

DEPARTMENT OF HUMAN SERVICES, GRANTS DIVISION:

1. _____
Signature

2. _____
Signature

Revised: 9/22/05

**Gloucester County Bridge Rehabilitation Project
C-2 Line Item/Budget Narrative**

Grant Award \$ 1,000,000

Various accts.- Road Construction \$1,000,000

Funds will be placed in this line item to pay for contractor expenses in relation to the repairs of 7 county bridges.

Total: \$1,000,000

Form C-2

C-4

RESOLUTION TO CONTRACT WITH REMINGTON & VERNICK ENGINEERS AND AFFILIATES FOR CONSTRUCTION MANAGEMENT & INSPECTION SERVICES FOR THE IMPROVEMENT PROJECT ON A PORTION OF COUNTY ROUTE 654 IN THE TOWNSHIP OF WASHINGTON FOR \$79,000.00

WHEREAS, the County of Gloucester (hereinafter the "County") has need for construction management and inspection services for a specific road project; and

WHEREAS, this need for such professional services is relative to the County's road improvement project known as 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, the County requested proposals for such professional services, via RFP-015-012 from interested providers; and evaluated those proposals consistent with the County's fair and open procurement process, and consistent with applicable law and regulations; and

WHEREAS, based upon the evaluation of the proposals that were submitted in accordance with the established criteria, it was concluded that Remington & Vernick Engineers and Affiliates (hereinafter "R&V"), with an office address of 232 Kings Highway East, Haddonfield, NJ 08033, made the most advantageous proposal to provide said services to the County for a total contract amount of \$79,000.00; and

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

WHEREAS, the Purchasing Agent for the County has certified the availability of funds for this contract in the amount of \$79,000.00, pursuant to C.A.F. #15-02556, which amount shall be charged against budget line item C-04-14-013-165-12232.

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 a contract with R&V for construction management and inspection services for the Project, as set forth in RFP-015-012 and subject to all conditions and requirements of the specifications for the Project, for a total contract amount of SEVENTY-NINE THOUSAND DOLLARS AND ZERO CENTS (\$79,000.00), per the prices submitted in R&V's proposal dated March 4, 2015, and contingent upon approval by the New Jersey Department of Transportation; and

BE IT FURTHER RESOLVED, that a brief notice stating the nature, duration, service and amount of the contract, if applicable, and a copy of this Resolution and the contract 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.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, April 15, 2015, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ATTEST:

ROBERT M. DAMMINGER, DIRECTOR

ROBERT N. DILELLA, CLERK

C-4

**CONTRACT BETWEEN
COUNTY OF GLOUCESTER
AND
REMINGTON & VERNICK ENGINEERS AND AFFILIATES**

THIS CONTRACT is made effective this 15th day of **April, 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 **Remington & Vernick Engineers and Affiliates**, with offices at, with an office address of 232 Kings Highway East, Haddonfield, NJ 08033, hereinafter referred to as "**Contractor**".

RECITALS

WHEREAS, there exists a need for the County to contract for professional engineering services in the nature of construction management and inspections required for the County's 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, the County issued RFP-015-012 for the said construction management and inspection services, to which the Contractor responded; and

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

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

TERMS OF AGREEMENT

1. **COMMENCEMENT OF SERVICES.** This Contract shall be effective for the length of time necessary for the actual completion of the Project.

2. **COMPENSATION.** Contractor shall be compensated the total amount of \$79,000.00 for Construction Managements and Inspection Services required by the County for the construction of the Project, as per the specifications issued by the County for the Project (hereinafter the "Specifications"). The Contractor shall bill, and be paid, for its services, based upon the prices set forth in the Contractor's proposal dated March 4, 2015 (hereinafter the "Proposal").

Contractor shall be paid in accordance with this Contract document upon receipt of an invoice and a properly executed voucher. After approval by 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 County's RFP 015-012 (hereinafter the "RFP"), and the Proposal for the Project, both of which are incorporated herein and made a part hereof by reference. Should a conflict occur between this form of contract and the proposal documents, the proposal documents shall prevail.

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

4. **FURTHER OBLIGATIONS OF THE PARTIES.** During the performance of this Contract, the parties agree as follows, where applicable:

Contractor acknowledges that the County must be bound by and comply with, and itself agrees to abide and to be bound by, the requirements of 49 CFR 18.36 (i)(1) to (13); including:

1. Specifically reserving the right to exercise administrative, contractual, or legal remedies in the event Contractor or subcontractor(s) violates or breaches agreed upon contract terms.
2. Termination of this contract for cause or convenience including the manner by which it will be effected and the basis for settlement.
3. Compliance with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR 60).
4. Compliance with the Copeland "Anti-Kickback Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR 3).
5. Compliance with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented in Department of Labor regulations (29 CFR 5).
6. Compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act 40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR 5).
7. Notice of awarding agency requirements and regulations pertaining to reporting.
8. Notice of awarding agency requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under this contract.
9. Awarding agency requirements and regulations pertaining to copyrights and rights in data.
10. Access by the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that

specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

11. Retention of all required records for three (3) years after final payments and all other pending matters are closed.
12. Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations.
13. Act in accordance with standards and policies relating to energy efficiency contained in the New Jersey State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act.

In the event that any provisions in the remainder of this Contract are inconsistent with the foregoing section, the foregoing section controls, with the understanding that this does not mean that the procedure, notification provisions, etc., set forth in the corresponding provisions in the remainder of the contract are not in full force and effect (i.e. termination provision of subparagraph (3) above shall read in the context of, and in pari materia with, the termination provision and procedure set forth in the Contract at paragraph 6.

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 RFP, 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 RFP, and the Contractor's Proposal, all of which are referred to and incorporated herein by reference. Should there occur a conflict between this form of Contract and the RFP, then this Contract shall prevail. If there should occur a conflict between either this form of Contract or the RFP and the Contractor's Proposal, then this Contract and the RFP shall prevail.

THIS CONTRACT is effective as of this 15th 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 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

**REMINGTON & VERNICK ENGINEERS
AND AFFILIATES**

By: _____

(Please Print Name)

COUNTY OF GLOUCESTER

CERTIFICATE OF AVAILABILITY OF FUNDS

PURCHASE ORDER # 15-02556 DATE March 31, 2015

BUDGET NUMBER C-04-14-013-165-12232 (\$79,000.00)

AMOUNT OF CERTIFICATION \$ 79,000.00

DEPARTMENT Engineering

COUNTY COUNSEL Emmett E. Primas, Esq.

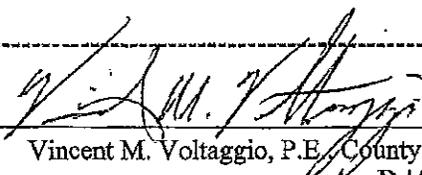
DESCRIPTION OF PRODUCT OR SERVICE

Professional Services Contract for Construction Management & Inspection Services per RFP-
015-012 for the 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

VENDOR NAME Remington & Vernick Engineers an Affiliates

ADDRESS 232 Kings Highway East

CITY/STATE/ZIP Haddonfield, NJ 08033

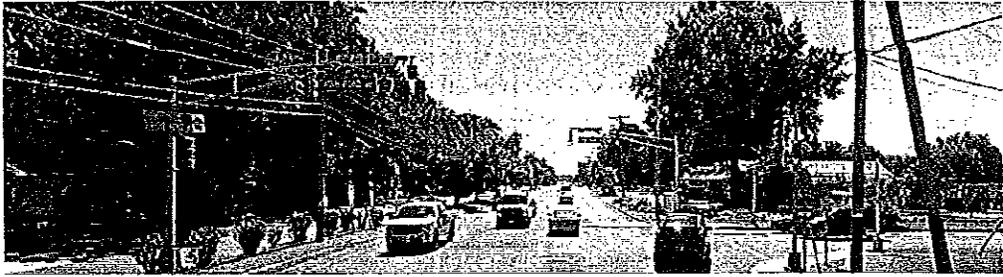
DEPARTMENT HEAD APPROVAL  4/6/15

PURCHASING AGENT _____ DATE _____

FREEHOLDER MEETING DATE April 15, 2015

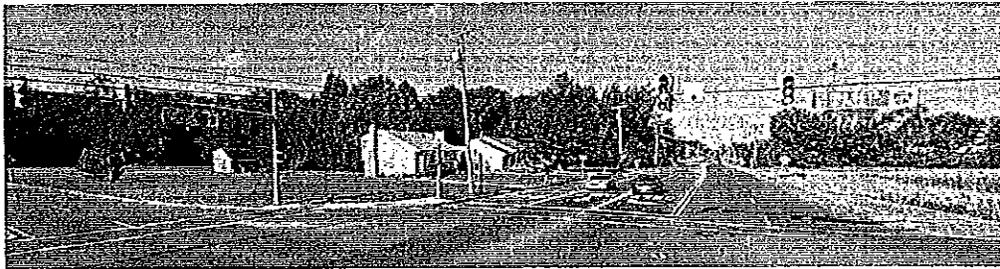
WHITE: CLERK OF THE BOARD
YELLOW: USING DEPARTMENT

PINK: PURCHASING DEPARTMENT
GOLD: COUNTY COUNSEL



Gloucester County
NEW JERSEY

Construction Management & Inspection Services
Widening of the Hurffville-Cross Keys Road (CR 654)
from Fries Mill Road (CR 655) to the Cross Keys By-Pass (CR 689)
TOWNSHIP OF WASHINGTON, NJ
RFP #015-012 – Original



Earning Our Reputation Every Day Since 1901
232 Kings Highway East, Haddonfield, NJ 08033
(856) 795-9595 ♦ www.RVE.com

**REMINGTON
& VERNICK
ENGINEERS
AND AFFILIATES**

REMINGTON & VERNICK ENGINEERS AND AFFILIATES

EDWARD VERNICK, PE, CME, President
CRAIG F. REMINGTON, PLS, PP, Vice President

EXECUTIVE VICE PRESIDENTS
Michael D. Vena, PE, PP, CME (deceased 2006)
Edward J. Walberg, PE, PP, CME
Thomas F. Beach, PE, CME
Richard G. Arango, PE, CME

DIRECTOR OF OPERATIONS
CORPORATE SECRETARY
Bradley A. Blubaugh, BA, MPA

SENIOR ASSOCIATES
John J. Cantwell, PE, PP, CME
Alan Dittenhofer, PE, PP, CME
Frank J. Seney, Jr., PE, PP, CME
Terence Vogt, PE, PP, CME
Dennis K. Yoder, PE, PP, CME, LEED
Charles E. Adamson, PLS, AET
Kim Wendell Bibbs, PE, CME
Marc DeBlasio, PE, PP, CME
Leonard A. Falola, PE, CME
Christopher J. Fazio, PE, CME
Kenneth C. Ressefer, PE, CME
Gregory J. Sullivan, PE, PP, CME
Richard B. Czekanski, PE, CME, BCEE

Remington & Vernick Engineers
232 Kings Highway East
Haddonfield, NJ 08033
(856) 795-9595
(856) 795-1882 (fax)

Remington, Vernick
& Vena Engineers
9 Allen Street
Toms River, NJ 08753
(732) 286-9220
(732) 505-8416 (fax)

3 Jicama Boulevard, Suite 300-400
Old Bridge, NJ 08857
(732) 955-8000
(732) 591-2815 (fax)

Remington, Vernick
& Walberg Engineers
845 North Main Street
Pleasantville, NJ 08232
(609) 645-7110
(609) 645-7076 (fax)

4907 New Jersey Avenue
Wildwood City, NJ 08260
(609) 522-5150
(609) 522-5313 (fax)

Remington, Vernick
& Beach Engineers
922 Fayette Street
Conshohocken, PA 19428
(610) 940-1050
(610) 940-1161 (fax)

1000 Church Hill Road, Suite 220
Pittsburgh, PA 15205
(412) 263-2200
(412) 263-2210 (fax)

Univ. Office Plaza, Bellevue Building
262 Chapman Road, Suite 105
Newark, DE 19702
(302) 266-0212
(302) 266-6208 (fax)

Remington, Vernick
& Arango Engineers
The Presidential Center
Lincoln Building, Suite 600
101 Route 130
Cinnaminson, NJ 08077
(856) 303-1245
(856) 303-1249 (fax)

300 Penhorn Avenue, 3rd Floor
Secaucus, NJ 07094
(201) 624-2137
(201) 624-2136 (fax)

March 4, 2015

County of Gloucester
Two South Broad Street
Woodbury, NJ 08096

Attn: Peter Mercanti, Purchasing Director

Subj: Request for Proposals #015-012
Construction Management & Inspection Services for the Widening of Hurffville-Cross
Keys Road (CR 654) from Fries Mill Road (CR 655) to the Cross Keys By-Pass (CR 689) in
the Township of Washington, New Jersey

Dear Mr. Mercanti:

REMINGTON & VERNICK ENGINEERS is pleased to submit this proposal to provide construction management and inspection services for the above-referenced project to Gloucester County, NJ. This proposal has been prepared in accordance with the specifications set forth in the County's Request for Proposals (RFP).

Our firm is one of the oldest, established consulting engineering firms in the State of New Jersey, founded in 1901 by J.C. Remington. Our professional staff represents a diverse group of public agencies. *We have served some of these clients for over 100 years!* The entire organization is dedicated to providing professional consulting services to each and every client we serve.

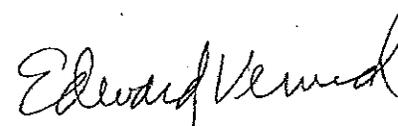
The Construction Management/Inspection Division specializes in providing a wide-range of inspection services for publicly funded construction projects and site development. This group prides itself in its ability to maintain first-hand knowledge of ever-changing construction practices. All inspectors are graduate engineers or NICET-certified.

In 2009 to 2010, we were retained by Gloucester County to provide construction inspection services for resurfacing and safety improvements to Fries Mill Road (CR 655), Catawba Avenue (CR 661) and Mantua Boulevard (CR 676). A listing of our overall work experience in Gloucester County is included in this proposal as evidence of our firm's long-standing knowledge and familiarity of this region.

Services will be provided from our corporate headquarters in downtown Haddonfield, just a short drive to the project site and County offices. We trust the information provided deems us qualified to support Gloucester County on this important project. Should you have any questions or require additional information, please do not hesitate to contact Anthony Donofrio, Associate and Construction Management and Inspection Department Head, in our Haddonfield office at (856) 795-9595 ext. 1112.

Sincerely,
REMINGTON & VERNICK ENGINEERS

By



Edward Vernick, PE, CME
President

Earning Our Reputation Every Day Since 1901

Cost Proposal

As previously referenced in the previous section, the contracted time limit for this project is 120 calendar days. We do not anticipate the aerial utility relocation will be included in this timeframe. Due to the nature of the utility relocation necessary and the need to carefully coordinate the work with Virtua, we anticipate there will be times when only utility work can be performed to allow the contracted traffic maintenance.

Following the pre-construction conference, we anticipate the Notice-to-Proceed (NTP) will be issued to layout the project and the time clock will be temporarily suspended. Depending on the attendance at the pre-construction meeting, there may need to be a follow-up utility meeting to kick off the relocation. The utility companies will rely on the Contractor's curb stakeout to properly locate the poles.

Remington & Vernick Engineers will provide part-time inspections during the relocation period, including at least one more utility coordination meeting. When the last utility is removed from the poles, the Resident Inspector will provide services full-time for the duration of the project.

The 86 working days of the construction contract should be sufficient to cover both the utility relocation (part-time) and the actual construction (full-time). We have included Joseph D. Iannacone's resume as an additional Inspector. Mr. Iannacone performs detailed field inspections for a variety of municipal, County and State capital improvement projects. He is a NICET IV and will be the proposed backup Inspector should Mr. Guerin be unavailable for a couple of days. He will also be available to assist in marking-up the base repair areas. The Project Manager will perform shop drawing reviews necessary to advance the work.



The cost proposal and manpower utilization chart are included in this section for the County's review.

Planned Proposal Detail

Remington & Vernick Engineers

	Planned Hours	Billing Rate	TOTAL
Project Manager			
McNulty, Dennis	124	\$ 131.60	\$ 16,318.40
Resident Inspector			
Guerin, Eric	680	\$ 77.50	\$ 52,700.00
Contract Administrator			
Valentine, Ronald	64	\$ 122.60	\$ 7,846.40
Administrative Assistant			
Ott, Elisa	28	\$ 71.25	\$ 1,995.00
Reimbursable Expenses			
Milage as per contract			\$ 140.20
TOTAL	896		\$ 79,000.00

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-15-012 Constr. Management - Hurffville-Cross Keys Road – Remington &
 Vernick**

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. <u>Technical Proposal contains all required information</u> All required documentation submitted. _____ 5 _____ points</p>	5
<p>B. <u>Relevance and Extent of Qualifications, Experience, and Training of Personnel to be assigned.</u> R&V has submitted Dennis McNulty PE as the Project Manager and Joe Iannacone as the resident inspector. Dennis has good experience with this type of construction projects and Joe Iannacone has performed very well on other Gloucester County Projects similar to this project. Joe is very familiar with County procedures. _____ 25 _____ points.</p>	24
<p>C. <u>Relevance and Extent of Similar Engagements performed</u> R&V has provided a listing of many similar project which they have performed well on including several Gloucester County project. _____ 25 _____ points.</p>	24
<p>D. <u>Plan for performing engagement is realistic, thorough, and demonstrates knowledge of requirements and personnel availability</u> R&V has provided a good detailed plan for completing the project including identifying tasks that key personnel and their tasks. _____ 25 _____ points.</p>	24
<p>E. <u>Reasonableness of Cost Proposal</u> R&V has provided a very reasonable cost for this project. _____ 20 _____ points.</p>	20
TOTALS	97

2-1

**RESOLUTION TO CONTRACT WITH PRESIDENTIAL TITLE AGENCY, WEST JERSEY
TITLE AGENCY, AND FOUNDATION TITLE, LLC TO PROVIDE TITLE WORK AND
RELATED SERVICES AS NEEDED FOR LAND AND/OR DEVELOPMENT RIGHT
ACQUISITIONS FROM APRIL 15, 2015 TO APRIL 14, 2016 IN AN AMOUNT NOT TO
EXCEED \$40,000.00 FOR EACH CONTRACT**

WHEREAS, from time to time the County of Gloucester (hereinafter the "County") has a need for title work and related services in land and/or development right acquisitions for farmland preservation, open space preservation, and other specified project acquisitions deemed necessary and appropriate by the Board of Chosen Freeholders; and

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

WHEREAS, the County requested proposals from interested providers and evaluated and award those proposals consistent with the County's fair and open procurement process and the terms and provisions of N.J.S.A. 19:44A-20.4 et seq; and

WHEREAS, the evaluation, based on the established criteria, concluded that the following firms have submitted proposals evidencing that they are ready, willing and able to perform the services if requested:

- Presidential Title Agency, 1546 Blackwood-Clementon Rd., PO Box 1367, Blackwood, NJ, 08012
- West Jersey Title Agency, 15 South Main Street, Woodstown, NJ, 08098
- Foundation Title, LLC, with offices at 13000 Lincoln Drive West, Suite 201, Marlton, NJ, 08053

WHEREAS, each said contract for title work and related services would be for estimated services in an amount not to exceed \$40,000.00, as per RFP #015-015; and

WHEREAS, the contracts are open ended, which does not obligate the County to make any purchase, so that no Certificate of Availability of Funds are required at this time.

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

1. That contracts for title work and related services for land and/or development right acquisitions by the County be awarded to: **PRESIDENTIAL TITLE AGENCY; WEST JERSEY TITLE AGENCY; AND FOUNDATION TITLE, LLC**, as needed from April 15, 2015 to April 14, 2016, and each for an amount not to exceed \$40,000.00; and,
2. That the Director of the Board is hereby authorized the execute and the Clerk of the Board is hereby authorized to attest to the contracts for the aforementioned purpose on behalf of the County; and

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

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, April 15, 2015, Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

3-1

**CONTRACT FOR PROFESSIONAL SERVICES
BETWEEN THE COUNTY OF GLOUCESTER
AND PRESIDENTIAL TITLE AGENCY**

THIS CONTRACT is made this 15th day of **April, 2015**, by and between the **County of Gloucester**, a body politic and corporate of the State of New Jersey, with administrative offices at 2 South Broad Street, Woodbury, New Jersey, 08096, hereinafter referred to as "**County**", and **Presidential Title Agency**, with offices at 1546 Blackwood-Clementon Rd., PO Box 1367, Blackwood, NJ, 08012 hereinafter referred to as "**Contractor**".

RECITALS

WHEREAS, there exists a need by the County for the provision of **title work and related services for land and/or development right acquisitions** being considered by the County, as needed, for farmland preservation, open space preservation, and other specified project acquisitions deemed necessary and appropriate by the Board of Chosen Freeholders; and

WHEREAS, this Contract is awarded pursuant to, and consistent with, the County's Fair and Open Procurement Process, and the terms and provisions of N.J.S.A. 19:44A-20.4; and

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

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

TERMS OF AGREEMENT

1. COMMENCEMENT OF SERVICES. Contractor shall commence services from **April 15, 2015** to **April 14, 2016**, as needed, upon being advised to proceed as to a specific project by the County's Department of Land Preservation, Department of Public Works, or Legal Department.

2. COMPENSATION. Contractor shall be compensated pursuant to the unit prices set forth in, and subject to all terms and provisions of, the Contractor's proposal dated March 13, 2015 (hereinafter the "Proposal"), which was submitted in response to the County's Request for Proposal ("RFP") 15-015. The Proposal is incorporated into, and made part of this Contract, by reference. Contractor shall be paid an amount not to exceed **\$40,000.00**.

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

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 RFP 15-015, and Contractor's Proposal, which are incorporated by reference in their entirety, and made a part of this Contract.

Contractor agrees that it has or will comply with, and where applicable shall continue throughout the period of the Contract to comply with, all of the requirements set out in RFP 15-015.

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

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

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

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

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

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

5. LICENSING. If the Contractor, or any of its subcontractors, is required to maintain a license 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 the County a copy of all current licenses to operate in the State of New Jersey, which license 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 the 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 and/or subcontractors.

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

A. Pursuant to the termination provisions set forth in the Bid Specification, or in the Request for Proposals, if any, as the case may be, 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.

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 such subcontractor or assignee shall arise, unless the County shall elect to accept, and 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 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

disability, 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, whether or not due to negligence, fault, or default of the Contractor. The Contractor's liability under this Contract shall continue after the termination of this Contract with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

9. INSURANCE. Contractor shall, if applicable to the services to be provided, maintain general liability, automobile liability, business operations, builders and Workers' Compensation insurance in amounts and with companies deemed satisfactory by the County. Said policies shall be in compliance with any applicable requirements of the State of New Jersey and of the United States. 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 which is subject to suit for professional malpractice, then Contractor shall maintain and continue in full force and effect, an insurance policy for professional liability/malpractice with limits of liability acceptable to the County. Contractor shall, simultaneously with the execution of this Contract, and as a condition precedent to its taking effect, provide to County a copy of a certificate of insurance, verifying that said insurance is and will be in effect during the term of this Contract.

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

10. SET-OFF. Should Contractor either refuse or neglect to perform the services which Contractor is required to perform in accordance with the terms of this Contract, and if expense is incurred by County by reason of Contractor's failure to perform, then and in that event, such expenses 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. 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

13. PARTIAL INVALIDITY. In the event that any provisions 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 provisions of this Contract.

14. 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.

15. 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 the United States, and of any other entity having jurisdiction pertaining to the performance of Contractor's services.

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

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

18. CONTRACT PARTS. This Contract consists of this Contract document, RFP 15-015 issued by the County, and the Contractor's Proposal. Should there occur a conflict between this form of Contract, and RFP 15-015, this Contract shall prevail. Should there occur a conflict between this Contract or RFP 15-015, and Contractor's Proposal, then this Contract, or the RFP, as the case may be, shall prevail.

THIS CONTRACT is dated this **15th** 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 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.

COUNTY OF GLOUCESTER

ATTEST:

ROBERT N. DILELLA, CLERK

BY: _____
ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

PRESIDENTIAL TITLE AGENCY

BY: _____
**CYNTHIA M. CARLAMERE, EXECUTIVE
VICE-PRESIDENT**

**PROPOSAL FOR TITLE WORK,
TITLE INSURANCE AND SETTLEMENT
SERVICES FOR LAND AND/OR
DEVELOPMENT RIGHT ACQUISITIONS
FOR GLOUCESTER COUNTY OFFICE OF
LAND PRESERVATION, DEPARTMENT OF
PUBLIC WORKS AND/OR OTHER
UNSPECIFIED PROJECTS**

RFP # 15-015

Presented By:
Presidential Title Agency, Inc.
P.O.Box 1367
Blackwood, New Jersey 08012
Phone: 856-232-1900
Fax: 856-232-8234
E-mail: Info@presidentialta.com

COST PROPOSAL

Total fee for title search(s), insurance, recording fees, and settlement fees for 1 (one) farmland and open space projects, at 50 acres at a price of \$550,000.00 for the property: **\$2,124.50** and broken down as follows

\$2,629.50

- a. \$2,124.50 - Estimated fee for title insurance including county search and examination (one chain), premium, upper court searches (2 name estimate), tax searches (base lot and Q farm as necessary), tidelands, copies, survey endorsement, etc. (See attached estimate sample)
- b. \$ 325.00 - Settlement Closing fees ~ County of Gloucester covers the cost of closing on behalf of the Grantee
(See attached estimate sample)
- c. \$180.00 - Estimate of Deed recording fees, based on the number of pages; paid to the County Clerk (See attached estimate sample) This figure is based on 1 (one) Deed recordings containing 15 pages and calculated as follows:

- *\$ 40.00 for the first page ~ County Recording Rate
- *\$ 10.00 for each additional page ~ County Recording Rate
- *\$180.00 for one 15 page Deed (estimated page count)

Annual fee for title searches for 10 engineering projects with 3 special projects not related to land preservation and or public works activities. Insurance and settlement services not required.

- a. \$175.00 to \$250.00 - Fee, per individual request, for title searches with copies of recorded easements, restrictions, deeds, etc.
- b. Additional fees will be invoiced as charged if corporate searches are required. Example: Corporate Status / Franchise; Good Standing Certificate; Certificate of Formation.

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-15-015 - Title Work – Presidential Title

EVALUATION FACTORS	SCORE
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.	
A. Proposal contains all required checklist information <u>5</u> points All required Paperwork submitted	5
B. <u>Relevance and Extent of Qualifications, Experience, and Training of Personnel to be assigned</u> <u>25</u> points Documents proper experience and training.	24
C. <u>Relevance and Extent of Similar Engagements performed</u> <u>25</u> points Current vendor for this service. Has worked in the past on County Preservation, engineering, and special projects.	25
D. <u>Plan for performing engagement is realistic, thorough, and demonstrates knowledge of requirements and personnel availability</u> Meets all category requirements. Very thorough on cost proposal. <u>25</u> points	25
E. <u>Reasonableness of Cost Proposal</u> 2nd highest proposal; however all fees included <u>20</u> points	15
<u>Totals</u>	94



**CONTRACT FOR PROFESSIONAL SERVICES
BETWEEN THE COUNTY OF GLOUCESTER
AND WEST JERSEY TITLE AGENCY**

THIS CONTRACT is made this 15th day of **April, 2015**, by and between the **County of Gloucester**, a body politic and corporate of the State of New Jersey, with administrative offices at 2 South Broad Street, Woodbury, New Jersey, 08096, hereinafter referred to as "**County**", and **West Jersey Title Agency**, with offices at 15 South Main Street, Woodstown, NJ, 08098, hereinafter referred to as "**Contractor**".

RECITALS

WHEREAS, there exists a need by the County for the provision of **title work and related services for land and/or development right acquisitions** being considered by the County, as needed, for farmland preservation, open space preservation, and other specified project acquisitions deemed necessary and appropriate by the Board of Chosen Freeholders; and

WHEREAS, this Contract is awarded pursuant to, and consistent with, the County's Fair and Open Procurement Process, and the terms and provisions of N.J.S.A. 19:44A-20.4; and

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

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

TERMS OF AGREEMENT

1. COMMENCEMENT OF SERVICES. Contractor shall commence services from **April 15, 2015** to **April 14, 2016**, as needed, upon being advised to proceed as to a specific project by the County's Department of Land Preservation, Department of Public Works, or Legal Department.

2. COMPENSATION. Contractor shall be compensated pursuant to the unit prices set forth in, and subject to all terms and provisions of, the Contractor's proposal dated March 19, 2015 (hereinafter the "Proposal"), which was submitted in response to the County's Request for Proposal ("RFP") 15-015. The Proposal is incorporated into, and made part of this Contract, by reference. Contractor shall be paid an amount not to exceed **\$40,000.00**.

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

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 RFP 15-015, and Contractor's Proposal, which are incorporated by reference in their entirety, and made a part of this Contract.

Contractor agrees that it has or will comply with, and where applicable shall continue throughout the period of the Contract to comply with, all of the requirements set out in RFP 15-015.

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

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

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

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

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

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

5. LICENSING. If the Contractor, or any of its subcontractors, is required to maintain a license 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 the County a copy of all current licenses to operate in the State of New Jersey, which license 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 the 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 and/or subcontractors.

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

A. Pursuant to the termination provisions set forth in the Bid Specification, or in the Request for Proposals, if any, as the case may be, 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.

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 such subcontractor or assignee shall arise, unless the County shall elect to accept, and 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 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

disability, 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, whether or not due to negligence, fault, or default of the Contractor. The Contractor's liability under this Contract shall continue after the termination of this Contract with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

9. INSURANCE. Contractor shall, if applicable to the services to be provided, maintain general liability, automobile liability, business operations, builders and Workers' Compensation insurance in amounts and with companies deemed satisfactory by the County. Said policies shall be in compliance with any applicable requirements of the State of New Jersey and of the United States. 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 which is subject to suit for professional malpractice, then Contractor shall maintain and continue in full force and effect, an insurance policy for professional liability/malpractice with limits of liability acceptable to the County. Contractor shall, simultaneously with the execution of this Contract, and as a condition precedent to its taking effect, provide to County a copy of a certificate of insurance, verifying that said insurance is and will be in effect during the term of this Contract.

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

10. SET-OFF. Should Contractor either refuse or neglect to perform the services which Contractor is required to perform in accordance with the terms of this Contract, and if expense is incurred by County by reason of Contractor's failure to perform, then and in that event, such expenses 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. 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

13. PARTIAL INVALIDITY. In the event that any provisions 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 provisions of this Contract.

14. 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.

15. 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 the United States, and of any other entity having jurisdiction pertaining to the performance of Contractor's services.

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

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

18. CONTRACT PARTS. This Contract consists of this Contract document, RFP 15-015 issued by the County, and the Contractor's Proposal. Should there occur a conflict between this form of Contract, and RFP 15-015, this Contract shall prevail. Should there occur a conflict between this Contract or RFP 15-015, and Contractor's Proposal, then this Contract, or the RFP, as the case may be, shall prevail.

THIS CONTRACT is dated this **15th** 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 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.

COUNTY OF GLOUCESTER

ATTEST:

ROBERT N. DILELLA, CLERK

BY: _____
ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

WEST JERSEY TITLE AGENCY

BY: _____
JOHN D. BURKE, PRESIDENT

RFP #015-015

Title Work, Title Insurance and Settlement Services for land and/or development right acquisitions for the Gloucester County Office of Land Preservation, Department of Public Works, and/or other unspecified projects.

Submitted By:

West Jersey Title Agency
15 South Main St
Woodstown NJ 08098
856 769-9500
856 7694546 (fax)
jburke@westjerseytitle.com

ESTIMATED COST PLAN

\$550,000.00 TITLE POLICY

ENGINEERING/SPECIAL PROJECT SEARCHES

ESTIMATED ANNUAL PROJECT COST

TOTAL ESTIMATED ANNUAL PROJECT COST \$37,270.00

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-15-015 - Title Work – West Jersey Title Agency

EVALUATION FACTORS		SCORE
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.		
A.	<p><u>Proposal contains all required checklist information</u> <u>5</u> points All required Paperwork submitted</p>	5
B.	<p><u>Relevance and Extent of Qualifications, Experience, and Training of Personnel to be assigned</u> <u>25</u> points Documents proper experience and training.</p>	24
C.	<p><u>Relevance and Extent of Similar Engagements performed</u> <u>25</u> points Current vendor for this service. Has worked in the past on County Preservation, engineering, and special projects.</p>	25
D.	<p><u>Plan for performing engagement is realistic, thorough, and demonstrates knowledge of requirements and personnel availability</u> Meets all category requirements. <u>25</u> points</p>	25
E.	<p><u>Reasonableness of Cost Proposal</u> Lowest proposal submitted; however excludes cost submitted in other proposals <u>20</u> points</p>	15
TOTALS		94

E-1

**CONTRACT FOR PROFESSIONAL SERVICES
BETWEEN THE COUNTY OF GLOUCESTER
AND FOUNDATION TITLE, LLC**

THIS CONTRACT is made this 15th day of **April, 2015**, by and between the **County of Gloucester**, a body politic and corporate of the State of New Jersey, with administrative offices at 2 South Broad Street, Woodbury, New Jersey, 08096, hereinafter referred to as "**County**", and **Foundation Title, LLC**, with offices at 13000 Lincoln Drive West, Suite 201, Marlton, NJ, 08053 hereinafter referred to as "**Contractor**".

RECITALS

WHEREAS, there exists a need by the County for the provision of **title work and related services for land and/or development right acquisitions** being considered by the County, as needed, for farmland preservation, open space preservation, and other specified project acquisitions deemed necessary and appropriate by the Board of Chosen Freeholders; and

WHEREAS, this Contract is awarded pursuant to, and consistent with, the County's Fair and Open Procurement Process, and the terms and provisions of N.J.S.A. 19:44A-20.4; and

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

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

TERMS OF AGREEMENT

1. COMMENCEMENT OF SERVICES. Contractor shall commence services from **April 15, 2015**, to **April 14, 2016**, as needed, upon being advised to proceed as to a specific project by the County's Department of Land Preservation, Department of Public Works, or Legal Department.

2. COMPENSATION. Contractor shall be compensated pursuant to the unit prices set forth in, and subject to all terms and provisions of, the Contractor's proposal dated March 19, 2015 (hereinafter the "Proposal"), which was submitted in response to the County's Request for Proposal ("RFP") 15-015. The Proposal is incorporated into, and made part of this Contract, by reference. Contractor shall be paid an amount not to exceed **\$40,000.00**.

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

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 RFP 15-015, and Contractor's Proposal, which are incorporated by reference in their entirety, and made a part of this Contract.

Contractor agrees that it has or will comply with, and where applicable shall continue throughout the period of the Contract to comply with, all of the requirements set out in RFP 15-015.

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

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

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

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

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

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

5. LICENSING. If the Contractor, or any of its subcontractors, is required to maintain a license 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 the County a copy of all current licenses to operate in the State of New Jersey, which license 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 the 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 and/or subcontractors.

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

A. Pursuant to the termination provisions set forth in the Bid Specification, or in the Request for Proposals, if any, as the case may be, 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.

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 such subcontractor or assignee shall arise, unless the County shall elect to accept, and 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 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

disability, 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, whether or not due to negligence, fault, or default of the Contractor. The Contractor's liability under this Contract shall continue after the termination of this Contract with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

9. INSURANCE. Contractor shall, if applicable to the services to be provided, maintain general liability, automobile liability, business operations, builders and Workers' Compensation insurance in amounts and with companies deemed satisfactory by the County. Said policies shall be in compliance with any applicable requirements of the State of New Jersey and of the United States. 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 which is subject to suit for professional malpractice, then Contractor shall maintain and continue in full force and effect, an insurance policy for professional liability/malpractice with limits of liability acceptable to the County. Contractor shall, simultaneously with the execution of this Contract, and as a condition precedent to its taking effect, provide to County a copy of a certificate of insurance, verifying that said insurance is and will be in effect during the term of this Contract.

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

10. SET-OFF. Should Contractor either refuse or neglect to perform the services which Contractor is required to perform in accordance with the terms of this Contract, and if expense is incurred by County by reason of Contractor's failure to perform, then and in that event, such expenses 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. 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

13. PARTIAL INVALIDITY. In the event that any provisions 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 provisions of this Contract.

14. 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.

15. 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 the United States, and of any other entity having jurisdiction pertaining to the performance of Contractor's services.

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

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

18. CONTRACT PARTS. This Contract consists of this Contract document, RFP 15-015 issued by the County, and the Contractor's Proposal. Should there occur a conflict between this form of Contract, and RFP 15-015, this Contract shall prevail. Should there occur a conflict between this Contract or RFP 15-015, and Contractor's Proposal, then this Contract, or the RFP, as the case may be, shall prevail.

THIS CONTRACT is dated this **15th** 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 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.

COUNTY OF GLOUCESTER

ATTEST:

ROBERT N. DILELLA, CLERK

BY: _____
ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

FOUNDATION TITLE, LLC

BY: _____
MARK D'AGOSTINO, CO-MANAGING MEMBER

FOUNDATION

TITLE

March 19, 2015

Peter Mercanti, Purchasing Director
Gloucester County Purchasing Department
County Administration Building
2 South Broad Street
Woodbury, NJ 08096

RE: RFP #015-015
Request for Proposal for Title Work, Title Insurance and Settlement Services

Dear Mr. Mercanti:

Foundation Title, LLC is pleased to provide the following information in reply to your request for a proposal for title work.

Technical Proposal:

(A.) Our South Jersey regional headquarters is located at Four Greentree Centre, 601 Route 73 North, Suite 201, Marlton, NJ. This office is staffed with qualified title examiners, a production department, title coordinators and closing personnel.

Our Gloucester County branch is located at 57 Euclid Street in Woodbury and is staffed with title coordinators and closing personnel.

(B.) Foundation Title was founded in 2005 by a group of experienced title industry professionals. Our current staff consists of 97 employees all experienced in various aspects of title, including searching, examining and closing.

(C.) The Co-Managing Members of Foundation Title, LLC are Mark D'Agostino and Edward Rickenbach, both have worked in the title insurance industry for over 30 years. Their backgrounds include sales, closings and management for both a title agency and national underwriter.

Our title examination department consists of:

Denis Miller, Esq. – his title experience in the real estate industry spans over 35 years. He has worked in private practice and has also served as in-house counsel for Midlantic National Bank. Denis currently works closely with our underwriters and examines both commercial and residential titles.

Joseph Decord -- has worked in the title insurance industry for over 35 years. His scope of experience includes searching titles as well as examining both residential and commercial transactions. He has also provided title services to State, County and Municipal authorities for various acquisition projects.

13000 Lincoln Drive West
Suite 201
Marlton, NJ 08053
Phone: (856) 834-2600 • Fax: (856) 834-2650

(I.) Statement regarding disbarment, suspension or prohibition - please see attached.

(J.) Office Locations – Our Woodbury location has 2 large conference rooms which are available for meetings, conferences, training and emergency responses.

In addition, our Marlton office has 4 large conference rooms which are also available as needed.

(K.) Affirmative Action Statement – please see attached.

(L.) Non-Collusion Affidavit – please see attached.

(M.) Owners Disclosure Statement – please see attached.

(N.) Compliance Statement – please see attached.

(O.) Business Registration Statement – please see attached.

(P.) Representation that all services will be performed within the United States – please see attached.

Specialized Requirements of Technical Proposal:

Based on the purchase of (1) parcel at a price of \$550,000.00:

Title Insurance Premium	\$1952.50 (\$3.55 per thousand)
Title search	\$ 275.00
Attendance at closing	\$ 325.00
Recording Deed (4 pages - estimate)	\$ 70.00
Total:	\$2622.50

Endorsements to title policy, if requested, will be billed as per the rates established by the New Jersey Department of Banking and Insurance.

Thank you for allowing us the opportunity to provide our qualifications.

Please contact me if you should have any questions or if additional information is required.

Sincerely,



Mark D'Agostino
Co-Managing Member

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-15-015 - Title Work – Foundation Title

EVALUATION FACTORS		SCORE
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.		
A.	Proposal contains all required checklist information <u> 5 </u> points All required Paperwork submitted	5
B.	<u>Relevance and Extent of Qualifications, Experience, and Training of Personnel to be assigned</u> <u> 25 </u> points Documents proper experience and training.	24
C.	<u>Relevance and Extent of Similar Engagements performed</u> <u> 25 </u> points Current vendor for this service. Has worked on County preservation projects. No County experience with engineering and special projects.	22
D.	<u>Plan for performing engagement is realistic, thorough, and demonstrates knowledge of requirements and personnel availability</u> Meets all category requirements. <u> 25 </u> points	25
E.	Reasonableness of Cost Proposal <u> 20 </u> points 2 nd highest proposal submitted; however all fees are included	15
TOTALS		91

E 2

RESOLUTION EXECUTING AN AMENDED AGREEMENT ADDING \$975,000.00 TO THE GLOUCESTER COUNTY PLANNING INCENTIVE GRANT WITH THE STATE OF NEW JERSEY, DEPARTMENT OF ENVIRONMENTAL PROTECTION

WHEREAS, the New Jersey Department of Environmental Protection, Green Acres Program ("State"), provides loans and/or grants to municipal and county governments and grants to nonprofit organizations for assistance in the acquisition and development of lands for outdoor recreation and conservation purposes; and

WHEREAS, the County of Gloucester desires to further the public interest by obtaining a grant of \$975,000.00 from the State to fund the Gloucester County Open Space Preservation Plan, Planning Incentive Grant Program, file number 0800-97-108, for a total grant agreement amount of \$17,250,000.00;

NOW, THEREFORE, the governing body resolves that Robert M. Damming or the successor to the office of Freeholder Director is hereby authorized to:

- (a) make application for such a grant,
- (b) provide additional application information and furnish such documents as may be required,
- (c) act as the authorized correspondent of the County of Gloucester; and

WHEREAS, the State shall determine if the application is complete and in conformance with the scope and intent of the Green Acres Program, and notify the applicant of the amount of the funding award; and

WHEREAS, the applicant is willing to use the State's funds in accordance with such rules, regulations and applicable statutes, and is willing to enter into an agreement with the State for the above named project;

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

1. That the Freeholder Director of the above named body or board is hereby authorized to execute an agreement and any amendment thereto with the State known as the Gloucester County Open Space Preservation Plan; and
2. That the applicant has a matching share of the project, if a match is required, in the amount of \$975,000.00; and
3. That, in the event the State's funds are less than the total project cost specified above, the applicant has the balance of funding necessary to complete the project; and
4. That the applicant agrees to comply with all federal, state, and local laws, rules and regulations in its performance of this project; and
5. That this Resolution shall take effect immediately.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester and State of New Jersey held on Wednesday, April 15, 2015 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMING, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

RESOLUTION AUTHORIZING APPLICATION TO THE DEPARTMENT OF ENVIRONMENTAL PROTECTION FOR RENEWAL OF THE COUNTY ENVIRONMENTAL HEALTH ACT GRANT IN THE AMOUNT OF \$5,682.00, REQUIRING AN IN-KIND MATCH OF \$3,125.00, FROM JANUARY 1, 2015 TO JUNE 30, 2015

WHEREAS, the County desires to renew the County Environmental Health Act (CEHA) Grant, which supports services provided on behalf of State Department of Environmental Protection (DEP) for Safe Water, Pesticides and Right to Know Inspections prevention through a Grant renewal; and

WHEREAS, the funds requested from the DEP is for an amount of \$5,682.00, and requires an in-kind match of \$3125.00, for a 6 month funding cycle, from January 1, 2015 to June 30, 2015; and

WHEREAS, the County's Department of Health, Senior and Disability Services reviewed all data supplied or to be supplied in the application renewal and in its attachments, and certifies to the Board of Chosen Freeholders of the County that all data contained in the application and in its attachments is true and correct; and

WHEREAS, the Board of Chosen Freeholders of the County understands and agrees that any grant received as a result of the application renewal will be subject to the grant conditions and other policies, regulations and rules issued for the administration of grant projects.

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 any and all documents necessary to apply to the New Jersey Department of Environmental Protection for renewal of the County Environmental Health Act Grant, in the amount of \$5,682.00, requiring an in-kind match of \$3,125.00, from January 1, 2015 to June 30, 2015; and

BE IT FURTHER RESOLVED that upon receipt of the fully executed application for grant funds from the New Jersey Department of Environmental Protection, the funds will be used pursuant to the terms of said agreement between the County and the New Jersey Department of Health, Senior and Disability Services for the CEHA Grant upon the aforesaid terms; and

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

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester and State of New Jersey, held on Wednesday, April 15, 2015 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

G-1

GRANT REQUEST FORM

INCLUDE THE GRANT APPLICATION AND COMPLETED PROPOSAL. IF THE GRANT PROVIDES FOR OUTSIDE CONTRACTING, INCLUDE AN EXPLANATION OF YOUR SELECTION PROCEDURES FOR SUB-GRANTEES. ALSO INCLUDE BUDGET WITH COUNTY ACCOUNT NUMBERS.

DATE: 03/20/2015

1. TYPE OF GRANT
 NEW GRANT
 X RENEWAL/CONTINUATION-PREVIOUS YR. BUDGET NUMBER 321

2. GRANT TITLE: C.E.H.A.

3. GRANT TERM: FROM: 01/01/15 TO: 06/30/15

4. COUNTY DEPARTMENT: Health and Senior Services

5. DEPT. CONTACT PERSON & PHONE NUMBER: Karen Christina 218-4134

6. NAME OF FUNDING AGENCY: NJ DEP

7. BRIEF DESCRIPTION OF GRANT PROGRAM (TO BE USED FOR CLERK OF BOARD): Supports services provided on behalf of DEP, including Safe Water, Pesticides and Right to Know Inspections.

8. PERSONNEL-EMPLOYEE NAME & AMOUNT OF SALARY FUNDED THROUGH PROPOSED GRANT PROGRAM (INDICATE A NEW HIRE WITH AN ASTERISK " * "):

NAME	AMOUNT	NAME	AMOUNT
<u>Patricia Downey</u>	<u>\$5,682.00</u>		

9. TOTAL SALARY CHARGED TO GRANT: \$ 5,682.

10. INDIRECT COST (IC) RATE: N/A %

11. IC CHARGED TO GRANT \$ -0-

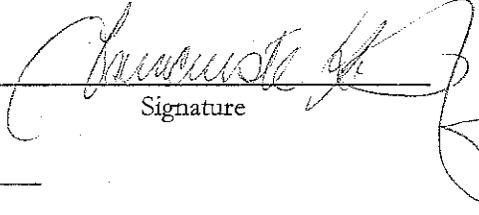
12. FRINGE BENEFIT RATE CHARGED TO GRANT: N/A %

13. DATE APPLICATION DUE TO GRANTOR May 1, 2015

14. FINANCIAL:	<u>REQUESTED</u>	<u>MANDATED</u>
GRANT FUNDS	_____	
CASH MATCH		_____
		(Attach Documentation)
IN-KIND MATCH	___3,125.00___	_____
TOTAL PROGRAM BUDGET: \$ ___8,807.00_____		

15. DID YOU READ THE GRANT/CONTRACT AND UNDERSTAND ITS TERMS?
 YES ___X___ NO _____

16. HAS THE DESCRIPTION BEEN E-MAILED TO THE COUNTY GRANTS COORDINATOR, WHO WILL FORWARD IT TO THE CLERK OF THE BOARD.lcerny@co.gloucester.nj.us

DEPARTMENT HEAD: 
 Signature

DATE: 3/20/15

.....
 Departmental Use Only

DATE RECEIVED BY GRANTS DIVISION: _____

DATE RECEIVED BY BUDGET OFFICE: _____

REVIEWED:

DEPARTMENT OF HUMAN SERVICES, GRANTS DIVISION:

1. _____
 Signature

2. _____
 Signature

Revised: 9/22/03

Budget Breakdown:

Salaries	\$5,682.00	In-Kind Match	\$3,125.00
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BUDGET AMENDMENT FORM

INCLUDE GRANT AGREEMENT AND/OR COMMITMENT LETTER, ATTACH (AMENDED) BUDGET PAGE WITH COUNTY BUDGET EXPENEDITURE EXPLANATIONS (C-2 FORM) AND CODE NUMBER (PER BUDGET MANUAL).

DATE: 03/20/2015

1. GRANT TITLE: C.E.H.A.
2. DEPARTMENT: Health, Senior and Disability Services
3. GRANT ID NUMBER: STATE: _____
FEDERAL: _____
4. FUNDING AGENCY CONTACT PERSON: Walter Beland
5. FUNDING AGENCY PHONE NUMBER: 609/292-1305
6. GRANT AMOUNT: \$5,682.00
7. A. CASH MATCH AMOUNT: _____
(Attach mandated documentation)
- B. IN-KIND MATCH: 3,125.00
- C. MODIFICATION AMOUNT _____
- D. NEW TOTAL: 8,807.00
8. CONTRACT PERIOD: FROM: 01/01/15 TO: 06/30/15
9. HOW DOES COUNTY RECEIVE PAYMENT: ADVANCE: _____
REIMBURSEMENT: MONTHLY: _____
QUARTERLY: X
END OF CONTRACT: _____
OTHER (EXPLAIN) _____
10. ARE EXPENDITURE REPORTS DUE TO GRANTOR? YES _____ NO _____
ARE THEY MONTHLY _____ QUARTERLY X END OF CONTRACT _____
LIST DATES REPORTS ARE DUE: _____

Mike Brubaker

11. WILL THIS GRANT HAVE ANY SUB-GRANTEES? YES _____ NO X
(IF SO PLEASE INCLUDE A COPY OF THE PROPOSAL THAT IS BEING SENT OUT FOR RFP'S)

12. IS THIS GRANT EXPECTED IN FUTURE YEARS? YES X NO _____
EXPLAIN: _____

13. PLEASE PROVIDE A BRIEF DISCRPTION WHICH WILL BE USED FOR THE BUDGET RESOLUTION: County Environmental health Act Grant(CEHA) supports services provided on behalf of DEP, including Solidwaste program, air pollution prevention and use of DEPs database.

14. ARE BUDGET TRANSFERS PERMITTED WITHOUT GRANTOR APPROVAL? YES _____ NO X

DEPARTMENT HEAD: *[Signature]*
Signature
DATE: 3/20/15

.....
Departmental Use Only

DATE RECEIVED BY GRANTS DIVISION: _____

DATE RECEIVED BY BUDGET OFFICE: _____

REVIEWED:

DEPARTMENT OF HUMAN SERVICES, GRANTS DIVISION:

1. _____
Signature

2. _____
Signature

Revised: 9/12/01			
In Kind Match		Budget	
Holtaway	3,125.00	101 Salaries	5,682.00

G-2

RESOLUTION AUTHORIZING APPLICATION AND ACCEPTANCE OF THE VETERANS TRANSPORTATION GRANT FROM THE NEW JERSEY DEPARTMENT OF MILITARY & VETERANS AFFAIRS FOR THE PROVISION OF TRANSPORTATION SERVICES TO COUNTY VETERANS IN THE TOTAL AMOUNT OF \$30,000.00, FROM JULY 1, 2015 TO JUNE 30, 2016

WHEREAS, the County has a need for the delivery of transportation services that will provide non-emergency, curb-to-curb transportation to Veterans of Gloucester County on a fare-free, space available basis, to routine medical appointments in Gloucester County and Camden County, and for scheduled appointments primarily to the VA Hospital in Philadelphia, the VA Hospital in Elsmere, Delaware and the VA clinic in Sewell, NJ; and

WHEREAS, the Board of Chosen Freeholders seeks a grant in the total amount of \$30,000.00 from the New Jersey Department of Military and Veteran Affairs from July 1, 2015 to June 30, 2016; and

WHEREAS, the Board of Chosen Freeholders of the County of Gloucester deems this to be beneficial to the citizens of the County of Gloucester; and

WHEREAS, the Gloucester County Department of Human Services reviewed all data supplied or to be supplied in the application and in its attachments, and certifies to the Board of Chosen Freeholders of the County of Gloucester that all data contained in the application and in its attachments is true and correct.

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 any and all documents relative to the application and acceptance of the Veterans Transportation Grant from the New Jersey Department of Military & Veterans Affairs to provide paratransit-type services to eligible Veterans of Gloucester County in the total amount of \$30,000.00, from July 1, 2015 to June 30, 2016.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester and State of New Jersey held on Wednesday, April 15, 2015 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

62

Transportation Grant Annex A

AGENCY INFORMATION

Name of Agency: Gloucester County, Dept. of Human Services, Division of Transportation

Street Address: 115 Budd Blvd, P.O.Box 337 City: West Deptford, NJ

County: Gloucester ZIP: 08096

Agency Executive Director/CEO: Robert M. Damming, Freeholder Director

Project Title: Veteran Transportation

Program Administrator (if known):

Mark Seigel, Acting Coordinator of Special Transportation

PROJECT INFORMATION

Number of trips to be provided @ 100% reimbursement of contract: 2,000

Minimum number of trips to be provided @ 90% of contract 1,800 (Reimbursement will be reduced if at least 90% of the rides are not provided. Counties will be notified after this Departments Mid-Year review in February.)

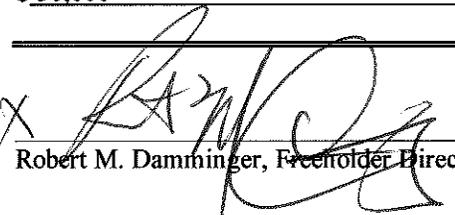
FUNDING INFORMATION

Total State Funds Requested: \$ 30,000

Total Agency Funds/In-Kind Match: \$ 0

Total Operating Budget (Sum of State Funds Requested and Agency Funds/In-Kind Match):

\$ 30,000

X 
Robert M. Damming, Freeholder Director

DATE _____

County of Gloucester – Division of Transportation

Veterans Transportation

AGENCY

PROJECT TITLE

VL16T19

Attach additional sheets if needed.

1. Provide a brief narrative summary describing existing programs operated by your agency.

The Division of Transportation Services (DTS), under the Gloucester County Department of Human Services, currently provides 3 (three) primary types of service, specifically, (1) demand responsive service to non-emergency medical transportation appointments and essential personal business, (2) subscription service to vocational-training sites and gainful employment, and (3) modified fixed bus route service to rural residents under the FTA Section 5311 program. All of these services are currently provided fare-free. A feeder transportation to NJ Transit fixed bus route service will be considered when appropriate.

The DTS transportation service provides rides to senior citizens, non-Medicaid low-income residents, persons with disabilities, rural residents, eligible Veterans and Title XX residents of Gloucester County. Service is provided Monday through Friday, 7:00 a.m. to 5:00 p.m. Private operators provide service on a limited basis, primarily to dialysis appointments and non-peak work-related trips. Service is provided to all areas of Gloucester County, most areas of Camden County and limited areas of Philadelphia. DTS works with Camden County to provide transportation to Philadelphia, including the VA Hospital. This coordination effort has allowed DTS to provide more rides to residents without compromising the demand for access to Philadelphia hospitals.

In calendar 2014, DTS provided nearly 58,000 trips overall for the year. The bulk of those trips, 49,391, are provided directly by DTS. The balance, 8,301, are provided by two vendors contracted to assist Gloucester County in the provision of demand response services. One carrier, Collins Transportation LLC, Pennsauken, NJ, provides services beyond normal operating hours and/or when DTS is unable to provide service. This vendor has met the SAMS.gov registration requirements of the FTA. The second carrier, Holcomb Bus Services, Inc., is under contract to provide certain vocational-related transportation on a weekly basis, client referral from DTS.

All clients are now being required to complete a formal application that is sent out with a DTS informational packet to those inquiring about transportation. This application requirement is being made since Gloucester County DTS is in the implementation process for new "Ecolane" routing and scheduling software.

Service to vocational and employment transportation is currently provided to 71 residents, with 10 people on a waiting list. The modified fixed route Section 5311 service continues to offer shopping-related transportation between the hours of 9:30 a.m. and 2:30 p.m., Monday through Wednesday for rural residents living in the southern part of Gloucester County with Friday service offered one day per month for the rural residents living in the southwest portion of Gloucester County. Informational packets for all of these rural shuttle routes were sent to affected Apartment and Housing Developments where pick-up service is scheduled. Copies of the second Friday service schedule were also recently sent to the destination municipalities where service for this route begins.

Feeder transportation to NJ Transit bus routes began in the latter part of 1997 for those residents that were capable of utilizing. DTS is not currently using the feeder service but would consider should the need arise.

DTS staff also provides information and referral services on behalf of NJ Transit fixed route service and Access Link services. Many residents utilize DTS as a clearinghouse for transportation referrals and inquiries.

County of Gloucester – Division of Transportation
AGENCY

Veterans Transportation
PROJECT TITLE

VL16T19

Attach additional sheets if needed.

1. List below the existing problem(s) or need(s) citing specific information or resources which document the reason for your transportation program. Provide demographic information. Report how you assessed need and what other programs or services exist in your geographic area. No rationale about the general benefits of the transportation program is necessary.

Public transportation service is extremely limited in Gloucester County. Many areas are not serviced by public transportation while other areas are offered limited service. There is no passenger rail service offered in Gloucester County. These limited public transportation options place a greater burden upon the DTS program for transportation services.

The rural areas in the southern portion and southwest portion of Gloucester County are unable to access public transportation and have no regular transportation to business center or area medical facilities. These rural residents are particularly dependent upon the private automobile, paratransit services or modified fixed bus service offered by DTS.

Non-emergency services for Veterans in Gloucester County is not always available or is costly, despite Gloucester County offering out-of-County travel to Camden County, the VA Hospital in Philadelphia, Pa. and the VA Hospital in Elsmere, Delaware.

2. Please describe in detail the type of transportation services that will be provided to eligible clients.

DTS will provide non-emergency, curb-to-curb transportation to Veterans of Gloucester County on a fare-free, space available basis to routine medical appointments in Gloucester County and Camden County. The VA Clinic in Sewell, NJ is popular with Gloucester County Veterans and DTS continues to experience ridership increases. Service to the VA Hospital in Philadelphia is provided Monday through Thursday, with a drop-off of 10:00 a.m. to the VA Hospital and a return of 1:00 p.m. The shuttle service to Philadelphia is provided via coordination with Camden County. Gloucester County operates the bus on Monday and Thursday with Camden County operating the bus on Tuesday and Wednesday. DTS also serves the VA Hospital in Elsmere, Delaware, for Gloucester County residents on Monday, Wednesday and Friday with a 9:00 a.m. drop-off and a 1:00 p.m. return.

New Jersey Department of Military and Veterans Affairs
Transportation Annex A

Program Goals
#1

County of Gloucester – Division of Transportation
AGENCY

Veterans Transportation
PROJECT TITLE

VL16T19

Attach additional sheets if needed.

1. Please describe in narrative the method to be used for identifying clients.

The DTS program distributes brochures to area agencies to inform residents of our services.

DTS reservationists question new clients as to their possible affiliation with the United States Armed Forces as they begin to process their information. The new application process will help us identify Veteran clients.

Based upon response from new clients, referrals are made to our local Veteran's Office.

DTS and the local Veteran's Office communicate throughout the year to assist Veterans in need of transportation.

DTS requires a DD-214 form for Veterans prior to their transportation to ensure eligibility for DTS transportation services.

Please translate the above narrative into measurable objectives, strategies, and time frames.

OBJECTIVES

STRATEGIES

TIME FRAME

1. Identify new Veterans/
Veteran groups

1. Work with local office,
distribute brochures
and attend Veteran group
meetings

1. 07/15 – 06/16
(on-going)

New Jersey Department of Military and Veterans Affairs
Transportation Annex A

Program Goals
#2

County of Gloucester – Division of Transportation
AGENCY

Veterans Transportation
PROJECT TITLE

VL16T19

Attach additional sheets if needed.

1. Please describe in narrative the method to be used in providing transportation services to eligible clients.

Following approval, DTS provides non-emergency transportation to eligible Veterans. Veterans arrange transportation by contacting the DTS office in advance to reserve a ride by calling (856) 686-8350. In 1995 DTS initiated shuttle service to the VA Hospital in Philadelphia. Philadelphia VA appointments should be made at approximately 10:00 a.m., with a return of 1:00 p.m. The shuttle service is provided Monday through Thursday via inter-county coordination with Camden County.

Gloucester County Veterans may also call to schedule service to the VA Hospital in Elsmere, Delaware, on Monday, Wednesday and Friday. The same telephone number is used and service is scheduled to arrive at 9:00 a.m. with a return of 1:00 p.m.

Veterans may call to schedule service to the VA Medical Clinic in Sewell, NJ on any weekday.

Clients are requested to contact the DTS office at (856) 686-8359 the day before to confirm their scheduled appointment.

Please translate the above narrative into measurable objectives, strategies, and time frames.

OBJECTIVES

STRATEGIES

TIME FRAME

1. *Rideshare client to maximize cost efficiency.*

1. *Refine & further promote shuttle service for Veterans*

1. *07/15 – 06/16 (on-going)*

2. *Continue communication with local VA office and Veteran's groups to increase service levels*

New Jersey Department of Military and Veterans Affairs
Transportation Annex A

Program Goals
#3

County of Gloucester – Division of Transportation
AGENCY

Veterans Transportation
PROJECT TITLE

VL16T19

Attach additional sheets if needed.

1. Please describe in narrative the method by which the program will be internally evaluated (i.e. measurement of Program Goals, consumer surveys, etc.).

Division of Transportation Services (DTS) utilizes a variety of methods for internal evaluation. A great deal of input is received from client and driver feedback. These communication lines allow DTS to maintain the effectiveness of service, quality of service (on-time, comfort) and service safety. DTS also distributes passenger surveys on an annual basis to learn more about the quality of services.

DTS drivers are required to complete paperwork which shows the time clients are picked up and the time they are delivered. The Ecolane routing and scheduling software, which should be active beginning in April 2015, should help establish more accurate reporting of passenger trips.

DTS staff makes presentation to interested groups, distributes passenger surveys and holds an annual public hearing.

DTS management routinely performs on-board observations of drivers and their service to passengers.

Please translate the above narrative into measurable objectives, strategies, and time frames.

OBJECTIVES

STRATEGIES

TIME FRAME

1. Obtain passenger comments.

1. Distribute and review passenger surveys

1. 07/15 – 06/16
(on-going)

Enhance service efficiency responsiveness.

Review driver records and client feedback

County of Gloucester – Division of Transportation

Veterans Transportation

AGENCY

PROJECT TITLE
VL16T19

I, Robert M. Damminger, as the Executive Director/CEO of County of Gloucester assure that the Transportation Service will meet the following program requirements:

I. LEVEL OF SERVICE

- A. The agency must submit, along with the Monthly Program Report, appropriate documentation which provides information relative to the services delivered. This information must include a detailed log report of the individuals served, scheduled trip dates, origin, destination, and trip calculation (number of one-way trips).
- B. Clients in need of transportation will be on a first come, first serve basis.

II. PROGRAM GOALS

A. Program Goal #1

- 1. Method for Identifying Client – Clients shall be eligible for transportation service if all of the following conditions are met:
 - a. Client must be a Veteran having served a minimum of 90 days of active military service other than for training in the armed forces of the United States and having received a discharge other than dishonorable; or if the active military service was less than 90 days, client must have received a medical discharge;
 - b. Veteran status is determined by review of the DD 214 form or by contacting the Department's Veterans Service District Offices.
 - c. Any individual serving as an aide to the Veteran.

2. Ineligible Services

- a. In-county services for the elderly and handicapped population will not be supported through this program. It is the responsibility of the County's Special Transportation for the elderly and handicapped to provide this service.
Exception: Counties that have VA Hospitals/Clinics located within their county, will be reimbursed for trips made to those facilities.

3. Transportation will be provided for the following services:

- a. VA facilities, i.e., hospitals, outpatient clinics, regional offices; to include State VSO Offices.
- b. Other medical services (e.g., hospital, clinics, private doctors);
- c. Exclusions: community services; employment/job training; pharmacies and all other facilities and services not listed in a. & b. above.

B. Program Goal #2

It is expected that most of the scheduled trips will be provided beyond county, and in some instances, state lines (e.g. VA Hospital, Regional Offices).

C. Program Goal #3

The agency will conduct two consumer surveys to measure client satisfaction with the service, noting strengths and weaknesses. This survey shall take place at six months and twelve months after the beginning of the contract. A report detailing the results of these surveys will be sent to the Division of Veterans Services within one month of the conclusion of each survey.

III. MONITORING BY THE DIVISION OF VETERANS SERVICES

The agency will provide that appropriate staff be available when staff from the Department of Military and Veterans Affairs conducts site visits to monitor contract compliance.

IV. REPORTING

- A. Program Evaluation – See Section II, C Program Goals #3.
- B. Monthly Expenditure Reports – shall be submitted by the 15th of each month for prior month activities. A State of New Jersey Payment Voucher (Vendor Invoice) shall also be submitted for approval by the Department of Military and Veterans Affairs.
- C. Monthly Program Reports – shall be submitted by the 15th of each month for the prior month's activities.

Payment Vouchers, Expenditure Reports, Contracts, Correspondence and questions related to the content or amount of the award should be addressed to:

**Patricia Richter
Department of Military and Veterans Affairs (DVS)
Eggert Crossing Road, PO Box 340
Trenton, NJ 08625-0340
(609) 530-6949
Patty.Richter@dmava.nj.gov**

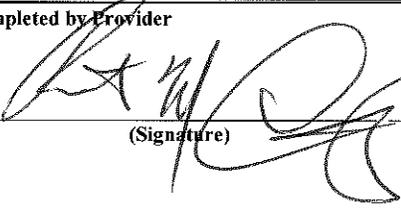
NEW JERSEY DEPARTMENT OF MILITARY AND VETERANS' AFFAIRS

PROVIDER AGREEMENT

Effective Date: July 1, 2015	Expiration Date: June 30, 2016	Contract Number: VL16T19
--	--	------------------------------------

Grant Amount: \$ 30,000 .

The terms of this Contract have been read and understood by the persons whose signatures appear below. The parties agree to comply with the terms and conditions of the contract as set forth in the following agreement.

To be completed by Provider	
X 	
(Signature)	(Date)
Robert M. Damming	Freeholder Director
(Type/Print Name)	(Title)
Gloucester County – Division of Transportation	
(Provider Agency)	

To be completed by State Agency	
_____	_____
(Signature)	(Date)
_____	_____
(Type/Print Name)	(Title)

(State Agency)	

I attest that sufficient funds have been appropriated by State Legislature to cover the current state fiscal year portion of the contract.	
_____	_____
State Agency Fiscal Officer	(Date)

CONTRACT effective as of the date recorded on the signature page between the signatory State Agency and the Provider Agency identified on the signature page.

WHEREAS the New Jersey Department of Military and Veterans' Affairs (the "State Agency") has been designated under the authority of N.J.S.A. 38A:3-2 et-seq., to administer or supervise the administration of Veteran service programs and has, in turn, designated the State Agency to be directly responsible for the funding, implementation and administration of certain of such Veteran service programs, including the program(s) covered by this Contract; and,

WHEREAS the State Agency desires that the Provider Agency provide services and the Provider Agency has agreed to provide services in accordance with the terms and conditions contained in this Contract;

THEREFORE the State Agency and the Provider Agency agree as follows:

1. DEFINITIONS

For the purposes of this document, the following terms, when capitalized, shall have meanings as stated:

Annex(es) means the attachment(s) to this document containing programmatic and financial information.

Contract means this document, the Annex(es), any additional appendices or attachments (including any approved assignments, subcontract or modifications) and all supporting documents. The Contract constitutes the entire agreement between the parties.

Notice means an official written communication between the State Agency and the Provider Agency. All Notices shall be delivered in person or by certified mail, return receipt requested, and shall be directed to the persons and addresses specified for such purpose in the Annex(es) or to such other persons as either party may designate in writing.

Termination means an official cessation of this Contract, resulting either from routine expiration or from action taken by the State Agency or the provider Agency, in accordance with the provisions contained in this Contract, to nullify the Contract prior to term.

2. BASIC OBLIGATIONS OF THE STATE AGENCY

2.01 Payment. As established in the Annex(es), payment for Contract services delivered shall be based on allowable expenditures or the specified rate per unit of service delivered. Such payment(s) shall be authorized by the State Agency in accordance with the time frames specified in the Annex(es). Total payments shall not exceed the maximum Contract amount, if any, specified in the Annex(es). All payments authorized by the State Agency under this Contract shall be subject to revision on the basis of an audit or audits conducted under Section **3.06 Audit** or on the basis of any State Agency monitoring or evaluation of the Contract.

2.02 Referenced Materials. Upon written request of the Provider Agency, the State Agency shall make available to the Provider Agency copies of federal and State regulations and other material specifically referenced in this document.

3. BASIC OBLIGATIONS OF THE PROVIDER AGENCY

- 3.01 **Contract Services.** The Provider Agency shall provide services to eligible persons in accordance with all specifications contained in this Contract.
- 3.02 **Reporting.** The Provider Agency shall submit to the State Agency programmatic and financial reports on forms provided by the State Agency. The reporting frequency and due date(s) are specified and sample forms to be used are included in the Annex(es).
- 3.03 **Compliance with Laws.** The Provider Agency agrees in the performance of this Contract to comply with all applicable federal, state and local laws, rules and regulations (collectively "laws"), including but not limited to the following: state and local laws relating to licensure; federal and state laws relating to safeguarding of client information; the federal Civil Rights Act of 1964 (as a.m.ended); P.L. 1975, Chapter 127, of the state of New Jersey (N.J.S.A. 10:5-31 et seq.) and associated executive orders pertaining to affirmative action and nondiscrimination in public contracts; the federal Equal Employment Opportunity Act; Section 504 of the federal Rehabilitation Act of 1973 pertaining to nondiscrimination on the basis of handicap, and regulations thereunder. Failure to comply with the laws, rules and regulation referenced above shall be grounds to terminate this Contract.

If any provisions of this Contract shall conflict with any federal or state law(s) or shall have the effect of causing the State to be ineligible for federal financial participation in payment for Contract services, the specific Contract provision shall be considered amended or nullified to conform to such law(s). All other Contract provisions shall remain unchanged and shall continue in full force and effect.

- 3.04 **State Agency Policies and Procedures.** In the administration of this Contract, the Provider Agency shall comply with all applicable policies and procedures issued by the State Agency including, but not limited to the policies and procedures contained in the Department's **Contract Reimbursement Manual** (as from time to time amended) and the Department's Contract Policy and Information Manual (as from time to time amended). Failure to comply with these policies and procedures shall be grounds to terminate this contract.
- 3.04 A. **Equipment Policies and Procedures.** Title to all equipment purchased in whole or in part under a contract is held by the Provider Agency. The State, however, maintains an equitable interest in all such equipment. The Provider Agency shall maintain adequate insurance coverage to protect against losses and adequate maintenance procedures to keep the equipment in good condition. The Provider Agency shall be responsible for reimbursing the State for damage to equipment which exceeds normal wear and tear. When the equipment no longer becomes useful to the Provider Agency, and the State Agency has an interest in the equipment and has further need of the equip.m.ent, the Provider Agency will offer the equipment back to the State Agency. In cases where the State Agency has no further need of the equipment, selling procedures must be established which would provide for competition and result in the highest possible return. Ten percent of the total proceeds may be retained by the Provider Agency for selling and handling expenses. The Provider Agency shall comply with additional equip.m.ent policies under **Section 3.04 State Agency Policies and Procedures.**
- 3.05 **Financial Management System.** The Provider Agency's financial management system shall provide for the following:

- A) accurate, current and complete disclosure of the financial results of this Contract and any other contract, grant, program or other activity administered by the Provider Agency;

- B) records adequately identifying the source and application of all Provider Agency funds and all funds administered by the Provider Agency. These records shall contain information pertaining to all contract and grant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays and income;
- C) effective internal and accounting controls over all funds, property and other assets. The Provider Agency shall adequately safeguard all such assets and shall ensure that they are used solely for authorized purposes;
- D) comparison of actual outlays with budgeted amounts for this Contract and any other contract, grant, program or other activity administered by the Provider Agency;
- E) accounting records supported by source documentation;
- F) procedures to minimize elapsed time between any advance payment issued and the disbursement of such advance funds by the Provider Agency;
- G) procedures consistent with the provisions of any applicable State Agency policies and procedures for determining the reasonableness, allowability and allocability of the costs under this Contract.

3.06 Audit. At any time during the Contract term, the Provider Agency's overall operations, its compliance with specific Contract provisions, and the operations of any assignees or subcontractors engaged by the Provider Agency under Section 5.02 Assignment and Subcontracts may be subject to audit by the State Agency, by any other appropriate unit or agency of the State or federal government, and/or by a private firm or firms retained or approved by the State Agency for such purpose.

Whether or not such audits are conducted during the Contract term, a final financial and compliance audit of Contract operations, including the relevant operations of any assignees or subcontractors, may be conducted after contract termination. The Provider Agency is subject to audit up to four years after termination of the contract. If any audit has been begun but not completed or resolved before the end of the four year period, the Provider Agency continues to be subject to such audit until it is completed and resolved.

The State Agency may require submission of the Provider Agency's annual organization-wide audit.

Audits shall be conducted in accordance with generally accepted auditing standards as specified in the Statement on Auditing Standards issued by the American Institute of Certified Public Accountants and Standards for Audit of Governmental Organizations, Programs Activities and Functions issued by the Comptroller General of the United States.

4. Termination

4.01 Termination by Provider Agency. The Provider Agency may terminate this Contract upon 60 calendar days advance notice to the State Agency. If the contract is terminated under this section, the Provider Agency shall settle all accounts with the State Agency in the manner specified by the State Agency and shall be subject to a final audit under Section 3.06 Audit.

4.02 Termination for Cause. If the Provider Agency is not or has not been in compliance with the provision(s) of this contract, the State Agency may, by notice, place the Provider Agency in default of the contract and, in accordance with State Agency policies and procedures, may reduce contract funding or terminate the contract.

4.03 **Reduction or Termination Due to Fiscal Constraints.** Anything to the contrary in this contract notwithstanding, the parties recognize and agree that the State Agency's ability to honor the terms and conditions of this contract is contingent upon receipt of federal funds and/or appropriations of the state Legislature. If during the term of this contract, therefore, the federal and/or the state government reduces its allocation to the State Agency, the State Agency reserves the right, upon notice to the Provider Agency, to reduce or terminate the contract.

5. Miscellaneous

5.01 **Application of New Jersey Law.** This contract shall be governed, construed and interpreted in accordance with the laws of the State of New Jersey including the New Jersey Contractual Liability Act (N.J.S.A. 59:13-1 et seq.)

5.02 **Assignment and Subcontracts.** No rights or obligations of the Provider Agency under this contract may be assigned or subcontracted without the prior approval of the State Agency. All approved assignments and subcontracts shall become part of this contract, and the Provider Agency shall bear full responsibility, without recourse to the State (including the State Agency), for their performance. The Provider Agency shall forward copies of all assignment and subcontract documents to the State Agency and shall retain copies of them on file together with the contract.

5.03 **Client Fees.** Other than as provided for in the Annex(es), the Provider Agency shall impose no fees or charges of any kind upon recipients of contract services.

5.04 **Insurance.** The Provider Agency shall maintain adequate insurance coverage. The State shall be included as an additional named insured on any insurance policy applicable to this contract. Should the Provider Agency fail to pay any premium on any insurance policy when due, the State Agency may pay the premium and, upon notice to the Provider Agency, reduce payment to the Provider Agency by the amount of the premium payment.

5.05 **Indemnification.** The Provider Agency shall defend, indemnify and otherwise save harmless the state of New Jersey, its agencies, departments, bureaus, boards, officials and employees from any and all claims or actions at law, whether for personal injury, property damage or liabilities, including the costs of defense (a) which arise from acts or omissions, whether negligent or not, of the Provider Agency or its agents, employees, servants, subcontractors, material suppliers or others working for the Provider Agency, irrespective of whether such risks are within or beyond the control of the Provider Agency, or (b) which arise from any failure to perform the Provider Agency's obligations under this contract or any improper performance.

Notwithstanding the Provider Agency's responsibilities outlined above in this section, the State reserves the right to provide its own attorney(s) to assist in the defense of any legal actions which may arise as a result of this contract.

5.06 **Statement of Non-Influence.** No person employed by the state of New Jersey has been or will be paid any fee, commission, or compensation of any kind or granted any gratuity by the Provider Agency or any representative thereof in order to influence the awarding or administration of this contract.

5.07 **Exercise of Rights.** A failure or a delay on the part of the State Agency or the Provider Agency in exercising any right, power or privilege under this contract shall not waive that right, power or privilege. Moreover, a single or a partial exercise shall not prevent another or a further exercise of that or of any other right, power or privilege.

STATE OF NEW JERSEY DEPARTMENT OF MILITARY & VETERANS AFFAIRS
ANNEX B – 2: CONTRACT RATE INFORMATION SUMMARY

PROVIDER Gloucester County – Division of Transportation Services DATE July 1, 2015

CONTRACT # VL16T19 THIS ANNEX B-2 SUPERSEDES THE ANNEX B-2

DATED: July 1, 2015

FEDERAL I.D. # 216000660

SECTION I: RATES

PROGRAM/SERVICE	UNIT OF SERVICE	SERVICE UNIT*	TYPE OF RATE	EFFECTIVE PERIOD	
				FROM	TO
Veterans Transportation	One-way trips	See Note*	Non-Cost related Installment Payment	7/1/15	6/30/16

Note*

Level of service at 100% 2,000 one way passenger trips shall be provided during the contract term and at least a minimum of 1,800 (90%) one way trips. Provider will be paid in twelve monthly installments of \$ 2,500.00.

Reimbursement will be reduced if we project that at least 90% of the rides will not be provided. Counties will be notified after our Mid-Year review in February, if their contracts will be reduced.

THESE RATES ARE SUBJECT TO THE CONDITIONS IN SECTION II AND III

SECTION II: CONTRACT STIPULATIONS

- A. The service capacity of the Provider Agency is _____ for the term of this contract. (Check here if not applicable:)
- B. The Provider Agency shall submit to the Department a () monthly, () quarterly, () semi-annual, () annual report certifying to the actual program expenditures consistent with the Provider's approved budget set forth in the Contract Budget. This report is due _____ days after the end of the reporting period. (Check here if periodic expenditure reporting is not applicable:)
- C. The Provider Agency shall submit to the Department a (X) monthly, () quarterly, () semi-annual, () annual report certifying to the actual unit of service delivered during the reporting period. This report is due 15 days after the end of the reporting period. (Check here if periodic level as service reporting is not applicable: ____.)
- D. Other:

STATE OF NEW JERSEY DEPARTMENT OF MILITARY & VETERANS AFFAIRS
ANNEX B - 2: CONTRACT RATE INFORMATION SUMMARY

PROVIDER Gloucester County — Division of Transportation Services

DATE: July 1, 2015

CONTRACT # VL16T19

SECTION III: GENERAL

- A. Limitations: Use of the rate(s) contained in this Annex is subject to any statutory or administrative limitations. Acceptance of the rate(s) agreed to herein is predicated on the condition that no information furnished by the Provider Agency and used in the establishment of the rate(s) is subsequently found to be materially incomplete or inaccurate. In addition, if the rate(s) agreed to herein was/were calculated based on costs contained in the Contract Budget (Annex B), acceptance of the rate(s) is predicated on the conditions that: 1) no costs other than the Provider Agency costs were included in the Annex B as finally accepted: 2) all costs reflected in the Contract's Reimbursable Ceiling are allowable under the governing cost principles: 3) similar types of costs were accorded consistent accounting treatment.
- B. Types of Rates:
 - 1. Provisional: A provisional rate is a temporary or interim rate and is subject to adjustment on the basis of a final rate calculated when the actual costs are reported.
 - 2. Fixed: A fixed rate is a permanent rate, not subject to adjustment, which is agreed to for a specified future period, usually a year.
- C. Notification of State Agencies: Copies of this document may be furnished to other state agencies as a means of notifying them of the information it contains.
- D. Contract Amount: \$ 30,000

SECTION IV: SIGNATURES

BY THE PROVIDER AGENCY

BY THE DIVISION

Signature

Signature

Robert M. Damminger

Name

Freeholder Director

Title

Date

Date