

2015 CLOSEOUT AGENDA

12:00 p.m. Monday, December 28, 2015

Call to Order

Salute to the flag

Open Public Meeting Statement

Roll Call

Changes to the Agenda

Approval of the regular meeting minutes and the closed session minutes from December 16, 2015.

P-1 Proclamation recognizing Justin Robert West. Justin distinguished himself by earning the "Rank of Eagle Scout" the highest award offered by the Boy Scouts of America. (Chila) (Previously Presented)

P-2 Proclamation recognizing Nicholas J. Piro. Nicholas distinguished himself by earning the "Rank of Eagle Scout" the highest award offered by the Boy Scouts of America. (Chila) (Previously Presented)

P-3 Proclamation recognizing Richard W. Kurtz upon his retirement after 40 years of service as Organist and Choirmaster at the Christ Episcopal Church, Woodbury, NJ. (Chila) (Previously Presented)

P-4 Proclamation recognizing Anthony Robert Laielle. Anthony distinguished himself by earning the "Rank of Eagle Scout" the highest award offered by the Boy Scouts of America. (Chila) (Previously Presented)

P-5 Proclamation honoring Nicholas DiLella on the occasion of his 90th Birthday, December 19, 2015. (Chila) (Previously Presented)

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 2015 BUDGET TRANSFERS.

This Resolution is needed to transfer funds from one department to another where needed.

A-2 RESOLUTION AUTHORIZING THE CANCELLATION OF EMERGENCY APPROPRIATION BALANCE.

On July 22, 2015, a Resolution Authorizing Emergency Appropriation in the amount of \$3,000,000.00 to fund extraordinary expenses related to the County's response to the storm that occurred on June 23, 2015 was adopted. On December 16, 2015, a Resolution cancelling \$1,000,000.00 of unexpended balance was adopted. It is necessary to cancel an additional \$1,356,055.48 remaining in the Emergency Appropriation fund that will not be utilized.

A-3 RESOLUTION AUTHORIZING A MODIFICATION OF COUNTY FEES.

Various County departments maintain a schedule of fees. From time to time it is necessary and appropriate to modify the fee schedules in order to reflect changes in operational costs and maintain an appropriate ratio of fees charged to the costs incurred by such activity. Senior Services and Health Department fees are not increased in 2016.

A-4 RESOLUTION APPOINTING MEMBERS AND A SECRETARY TO THE INSURANCE FUND COMMISSION.

Pursuant to N.J.S. 40A:10-8, the Commissioners shall be appointed by the Board of Chosen Freeholders to serve consistent with the terms and provisions of the statute. N.J.S. 40A:10-8, further provides that the Board shall appoint a person to serve as Secretary to the Insurance Fund Commission. Therefore, Gerald White, Deputy County Administrator; Michael Burke, Treasurer's Office; and Tamarisk Jones, Director, Department of Health are appointed Gloucester County Insurance Fund Commissioners; and Karen Christina, Department of Health, is appointed as an Alternate for a term of two years commencing October 7, 2015. Maria Rios is appointed as the Secretary to the Gloucester County Insurance Fund Commission to serve at the pleasure of the Commission.

A-5 RESOLUTION APPOINTING MEMBERS TO THE COUNTY EXCESS LIABILITY FUND.

The County of Gloucester is a member of the Joint Insurance Fund (the "NJCEIF") along with the County of Camden. Pursuant to N.J.S.A. 40A:10-37 the County, upon the establishment of the NJCEIF, is obligated to appoint a NJCEIF Commissioner and may appoint an alternate NJCEIF Commissioner. Therefore, Gloucester County Deputy Administrator Gerald White is hereby appointed as the Gloucester County Commissioner and County Counsel Matthew P. Lyons is hereby appointed as the Alternate Gloucester County Commissioner to the County Excess Liability Fund to serve at the pleasure of the Gloucester County Board of Chosen Freeholders.

A-6 RESOLUTION DISSOLVING THE GLOUCESTER COUNTY EMERGENCY RESPONSE PREPAREDNESS ADVISORY COUNCIL.

The Board of Chosen Freeholders created the Gloucester County Emergency Response Preparedness Advisory Council (the "ERPAC") by Resolution dated December 27, 2013 and appointed private and public sector experts with extensive emergency response experience in the police, fire and medical disciplines to enhance emergency preparedness in the County. At its meeting of December 3, 2015 the ERPAC unanimously passed the following motion: "The ERPAC recognizes that the County Department of Emergency Response Staff is demonstrating meritorious leadership and dedication to task and any shortcomings which may have existed prompting the creation of the ERPAC have been corrected and the Board recommends that the Freeholders retire the ERPAC effective December 31, 2015, with the Department continuing the procedures, audits and oversight it currently has in place."

A-7 RESOLUTION AUTHORIZING A CONTRACT WITH MUNIDEX, INC. FROM DECEMBER 28, 2015 TO MARCH 31, 2016 IN AN AMOUNT NOT TO EXCEED \$55,000.00.

This Resolution authorizes a contract with Munidex, Inc., from December 28, 2015 to March 31, 2016 in an amount not to exceed \$55,000.00 as per PD-016-001 for the development, printing and first class mailing of property assessment notification cards as required under N.J.S.A. 54:4-38.1, and as per the MOD-IV User Manual Regulations imposed by the New Jersey Division of Taxation, the Assessment Notices must be created by MOD-IV certified programs at the certified data center location.

A-8 RESOLUTION AUTHORIZING AN AMENDMENT TO SHARED SERVICES AGREEMENT WITH THE EDUCATIONAL INFORMATION AND RESOURCE CENTER (EIRC).

This Resolution authorizes an amendment to the Uniform Shared Services Agreement previously adopted by Resolution on June 10, 2015 between the County of Gloucester and the Educational Information and Resource Center ("EIRC") to provide internet services. Since the Resolution was adopted, additional internet services are needed for County offices at 2 South Broad Street, Woodbury, NJ 08096 to include Synchronous 50mbps scalable, secure Ethernet ENS data services with 24/7 dedicated support at \$825.00 per month for 31 months for a total amount of \$25,525.00. All terms and provisions of the agreement not modified by this Resolution remain in full force and effect. CAF #15-10895 was obtained to certify funds.

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

**FREEHOLDER CHILA
FREEHOLDER SIMMONS**

B-1 RESOLUTION AUTHORIZING AWARD OF CONTRACT TO MOTOROLA SOLUTIONS, INC., FROM DECEMBER 28, 2015 TO DECEMBER 27, 2016 FOR \$453,201.02.

Resolution authorizing purchase of an IP Based NG 9-1-1 System including hardware and software, professional services including project management, engineering, configuration, staging, system installation, turnup and testing, training plus one (1) year system support for a total amount of \$453,201.02, from December 28, 2015 to December 27, 2016. The Purchasing Department submitted a bid request PD-015-056 and it is recommended that the contract be awarded to Motorola Solutions, Inc. CAF#15-10742 has been obtained to certify funds.

**DEPARTMENT OF ECONOMIC DEVELOPMENT
& PUBLIC WORKS**

**FREEHOLDER SIMMONS
FREEHOLDER CHRISTY**

C-1 RESOLUTION AUTHORIZING A CONTRACT WITH BUD CONCRETE, INC., FOR \$181,100.00.

This Resolution will authorize and approve a Construction Contract in the total amount of \$181,100.00 with Bud Concrete, Inc., located at 133 Sewell Road, Sewell, NJ 08080, for the Engineering Project "Miscellaneous Concrete Replacement and Pedestrian Facilities Upgrade Project, Various Locations, County of Gloucester," Engineering Project #15-14SA (hereinafter the "Project"). This contract is proposed to be awarded based upon bids that were publicly received and opened by the County on Thursday, December 10, 2015. Bud Concrete, Inc. has been determined to be the lowest responsive and responsible bidder for the Project. The Project consists of the upgrading of Pedestrian Facilities which do not meet current ADA standards along with providing facilities where none exist along various sections of County Roads. This project is anticipated to be completed 365 calendar days after notice to proceed is issued by the County. CAF #15-10820 has been obtained to certify funds.

C-2 RESOLUTION AUTHORIZING CONTRACT CHANGE ORDER DECREASE #01-FINAL WITH SOUTH STATE, INC. BY \$92,533.53.

This Resolution authorizes and approves a Contract Change Order Decrease #01-Final in the amount of \$92,533.53 with South State, Inc. (202 Reeves Road/P.O. Box 68, Bridgeton, NJ 08312). Contract Change Order Decrease #01-Final is necessitated by and based on adjustment for final as-built quantities, extras, reductions and supplemental items for the project. The overall change order results in a project cost decrease, resulting in a new total contract amount of \$1,418,233.51, for the Engineering Project "Improvements to Hurffville-Cross Keys Road (County Route 654), from Fries Mill Road (CR655) to the Cross Keys By-Pass (CR689) in the Township of Washington," Engineering Project #14-03SA.

DEPARTMENT OF EDUCATION

**FREEHOLDER BARNES
FREEHOLDER JEFFERSON**

**DEPARTMENT OF PARKS &
LAND PRESERVATION**

**FREEHOLDER DIMARCO
FREEHOLDER CHILA**

E-1 RESOLUTION AUTHORIZING AN UPDATE TO THE GLOUCESTER COUNTY COMPREHENSIVE FARMLAND PRESERVATION PLAN.

This Resolution authorizes an update to the Gloucester County Farmland Preservation Plan. Each county in New Jersey is required adopt a Comprehensive Farmland Preservation Plan in order to receive consideration for future State cost-share funds per the State Agriculture Development Committee (SADC). The primary purpose of the Plan is to provide a vision and strategy for the preservation of the County's agricultural resources, and included the creation of the County's Agriculture Development Area (ADA), designating land capable of supporting agricultural production. The County's Office of Land Preservation worked hand-in-hand with the SADC updating the plan and ensuring that the updated Plan was consistent with all State requirements, including an update of the County's ADA to better reflect future County and municipal planning goals.

**DEPARTMENT OF BUILDINGS &
GOVERNMENT SERVICES**

**FREEHOLDER CHRISTY
FREEHOLDER DIMARCO**

F-1 RESOLUTION AUTHORIZING AN ADDENDUM TO THE CONTRACT WITH TRACK GROUP ADDING FIVE (5) SMART PHONES AT NO COST.

This Resolution authorizes an Addendum to the Contract with Track Group adding five (5) smart phones for use by the on call supervisors at no cost to the County for the remainder of the contract term as per PD# 015-023.

F-2 RESOLUTION RATIFYING THE GLOUCESTER COUNTY PROSECUTOR'S CONTINUATION OF A MEMORANDUM OF UNDERSTANDING WITH THE UNITED STATES SECRET SERVICE FOR THE FUNDING OF THE ELECTRONIC CRIMES TASK FORCE IN GLOUCESTER COUNTY IN THE AMOUNT OF \$10,000.00 FROM OCTOBER 1, 2015 TO SEPTEMBER 30, 2016.

The Gloucester County Prosecutor's Office High Tech Crimes Unit has developed a good working relationship with the United States Secret Service involving electronic crimes. The Secret Service has funds available and is providing the County with \$10,000.00 for electronic crimes training and/or equipment and supplies. These funds can be used for computer hardware/software, software licenses, computer forensic workstations, and any other equipment needed for this unit. This unit retrieves evidence from computers, cell phones and other electronic equipment so suspects can be prosecuted.

F-3 RESOLUTION AUTHORIZING THE REVISED GRANT PERIOD FOR THE COUNTY PROSECUTOR LED MENTAL HEALTH DIVERSIONARY PROGRAM GRANT.

The Resolution was adopted on November 24, 2015 through the Gloucester County Prosecutor's Office to establish a mental health pilot program in Gloucester County. The goal of the program will be to reduce the number of mentally ill defendants who may also have co-occurring drug dependence who are incarcerated in the county jail system utilizing new mental health screening services; aggressive case screening and monitoring; and dedicated mental health and drug treatment services designed to provide the necessary foundation for these individuals to improve their lives. The grantor has requested the grant period of April 1, 2016 to March 31, 2018 be revised to January 1, 2016 to December 31, 2017.

**DEPARTMENT OF HEALTH &
HUMAN SERVICES**

**FREEHOLDER JEFFERSON
FREEHOLDER BARNES**

G-1 RESOLUTION AUTHORIZING AN AGREEMENT WITH THE NJ DEPARTMENT OF COMMUNITY AFFAIRS FOR RECEIPT OF THE LOW INCOME HOME ENERGY ASSISTANCE (LIHEAP) CWA ADMINISTRATION GRANT FROM OCTOBER 1, 2015 TO SEPTEMBER 30, 2016 IN THE AMOUNT OF \$8,712.00.

This Resolution authorizes the signing of an agreement with the New Jersey Department of Community Affairs for receipt of the Low Income Home Energy Assistance Program (LIHEAP) CWA Administration Grant. The County has been awarded a grant for the CWA Administration year 2016 (October 1, 2015 to September 30, 2016) in the amount of \$8,712.00. The State created LIHEAP to assist low-income families that pay a high proportion of their household income for home energy in meeting their immediate energy needs. The grant provides funds for the County, through the County Division of Social Services, to assist with the administrative costs of administering the intake and eligibility determination of prospective beneficiaries of LIHEAP, including the accurate input of verified client information into the Family Assistance Management Information System.

G-2 RESOLUTION AUTHORIZING AMENDMENTS TO CONTRACTS FOR PROGRAMS ADMINISTERED BY THE COUNTY DIVISION OF DISABILITY SERVICES.

This Resolution authorizes amendments to contracts presently in effect for the year 2015 with providers of various addiction services to Gloucester County residents. The funds for these contracts are State grant funds. The reason for the amendments is to provide for the appropriate amount of funding for the services of each provider for the balance of the contract term. The contracts that are subject to these amendments are: Maryville, Inc., for various inpatient in residential treatments in an amount not to exceed \$220,582.00, increasing the contract amount by \$8,000.00, resulting in a new contract amount not to exceed \$228,582.00; and Wounded Healer, Inc., for addiction rehabilitation, outpatient treatment and counseling in an amount not to exceed \$29,450.00, decreasing the contract amount by \$8,000.00, resulting in a new contract amount not to exceed \$21,450.00.

Old Business

New Business

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

Adjournment

MINUTES

7:00 p.m. Wednesday, December 16, 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	

Changes to the Agenda

Approval of the regular meeting minutes from December 2, 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

49557 Proclamation recognizing Sam Adams, 6 Years Old, 43 Pounds and a 1st Grade Student in Pitman for catching a 41 Pound, 5 Ounce Striper Bass while fishing the 61st Annual Long Beach Island Surf Fishing Classic. (DiMarco) (To be presented)

49558 Proclamation recognizing the Gloucester County NAACP Branch 2345 2015 Freedom Fund Image Awards Recipients "The Game Changers!" (Jefferson) (Previously Presented)

49559 Proclamation honoring Bethlehem Baptist Church of Woodbury, NJ on its 119th Anniversary Celebration. (Jefferson) (Previously Presented)

PUBLIC HEARING

49560 REFUNDING BOND ORDINANCE PROVIDING FOR THE REFUNDING OF UP TO ALL OF THE COUNTY'S OUTSTANDING CALLABLE: (I) GENERAL OBLIGATION BONDS, SERIES 2006, DATED AUGUST 1, 2006; AND (II) GENERAL OBLIGATION BONDS, SERIES 2009, DATED JANUARY 29, 2009; AUTHORIZING THE ISSUANCE OF UP TO \$27,500,000 OF GENERAL OBLIGATION REFUNDING BONDS OF THE COUNTY OF GLOUCESTER, NEW JERSEY, TO FINANCE THE COSTS THEREOF; MAKING CERTAIN DETERMINATIONS AND COVENANTS IN CONNECTION THEREWITH; AND AUTHORIZING CERTAIN RELATED ACTIONS IN CONNECTION WITH THE FOREGOING.

The Refunding Bond Ordinance is authorizing the advance refunding of up to all of the callable bonds of the County of Gloucester for the County's General Obligation Bonds, Series 2006 and the County's General Obligation Bonds, Series 2009. This Ordinance was introduced at the November 24, 2015 Freeholder Meeting and will be adopted after the public hearing on December 16, 2015

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

ADOPT

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

Comments: N/A

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

OPEN

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

Comments: N/A

CLOSE

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

Comments: N/A

DEPARTMENT OF ADMINISTRATION

**DIRECTOR DAMMINGER
FREEHOLDER CHILA**

49561 RESOLUTION AUTHORIZING A CLOSED SESSION TO DISCUSS THE STATUS OF AND POSSIBLE SETTLEMENT OF NJ DEP V. GLOUCESTER COUNTY; BENNY A. SORBELLO FAMILY, LLC; TIMOTHY AVSEC; AND DIANNE AVSEC (BASGALORE DAM); NJDEP v. GLOUCESTER COUNTY; AND DAVID DUFFIELD (STERLING DAM); NJDEP v. GLOUCESTER COUNTY; ROBERT AND RUTH GRAY; AND WILLIAM BLACKMAN ESTATE; PETER E. DRISCOLL; J. THOMAS DUNLEVY AND THE GLENMEDE TRUST CO., N.A. TRUSTEES OF THE WILLIAM F. BLACKMAN CHARITABLE FARM TRUST (KINCAID DAM).

MOTION TO GO INTO CLOSED 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

49562 RESOLUTION AUTHORIZING APPROVAL OF THE BILL LISTS FOR THE MONTH OF DECEMBER, 2015.

	Motion	Second	Yes	No	Abstain
Chila	X		X		
Barnes			X		15-100-60
Christy			X		
DiMarco			X		
Simmons		X	X		15-08747
Jefferson			X		
Damminger			X		

Comments: N/A

49563 RESOLUTION PROVIDING FOR THE INSERTION OF SPECIAL ITEMS OF REVENUE INTO THE 2015 BUDGET PURSUANT TO N.J.S.A. 40A:4-87.

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

Comments: N/A

49564 RESOLUTION AUTHORIZING CANCELLATION OF GRANT RECEIVABLE AND RESERVE BALANCES.

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

Comments: N/A

49565 RESOLUTION AUTHORIZING THE CANCELLATION OF EMERGENCY APPROPRIATION BALANCE.

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

Comments: N/A

46566 RESOLUTION TO CHANGE CUSTODIAN OF PETTY CASH FUNDS.

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

Comments: N/A

49567 RESOLUTION AUTHORIZING THE PREPARATION AND DISTRIBUTION OF OFFERING DOCUMENTS IN CONNECTION WITH THE ISSUANCE AND SALE OF THE COUNTY'S GENERAL OBLIGATION REFUNDING BONDS, SERIES 2016; AUTHORIZING THE ISSUANCE, SALE AND AWARD OF SAID BONDS; MAKING CERTAIN DETERMINATIONS AND COVENANTS IN CONNECTION THEREWITH; AND AUTHORIZING CERTAIN ACTIONS RELATED THERETO.

	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**

49568 RESOLUTION AUTHORIZING THE PURCHASE OF SOFTWARE SUPPORT AND SYSTEM MAINTENANCE COVERAGE WITH CAROUSEL INDUSTRIES OF NORTH AMERICA, INC. THROUGH STATE CONTRACT #A83925, IN THE TOTAL AMOUNT OF \$23,917.87, FROM DECEMBER 1, 2015 TO MARCH 31, 2016.

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

Comments: N/A

49569 RESOLUTION AUTHORIZING THE PURCHASE OF 2016 FORD F-250 4X4 SUPER CAB WITH 8 FOOT SNOW PLOW FROM BEYER FORD THROUGH STATE CONTRACT #A88727, IN THE TOTAL AMOUNT OF \$28,316.00

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

Comments: N/A

**DEPARTMENT OF ECONOMIC DEVELOPMENT
& PUBLIC WORKS**

**FREEHOLDER SIMMONS
FREEHOLDER CHRISTY**

49570 RESOLUTION AUTHORIZING AN AMENDMENT TO THE SHARED SERVICES AGREEMENT WITH ROWAN COLLEGE AT GLOUCESTER COUNTY.

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

Comments: N/A

49571 RESOLUTION AUTHORIZING CONTRACTS WITH FEDERICI & AKIN, P.A., AND PENNONI ASSOCIATES, INC. FROM DECEMBER 16, 2015 TO DECEMBER 15, 2016 IN AN AMOUNT NOT TO EXCEED \$125,000.00 FOR EACH CONTRACT.

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

Comments: N/A

49572 RESOLUTION AUTHORIZING A COST REIMBURSEMENT AUTHORIZATION/AGREEMENT IN THE AMOUNT OF \$550,000.00 WITH THE NEW JERSEY DEPARTMENT OF TRANSPORTATION LOCAL AID.

	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 &

FREEHOLDER DIMARCO

FREEHOLDER CHILA

DEPARTMENT OF BUILDINGS &
 GOVERNMENT SERVICES

FREEHOLDER CHRISTY
 FREEHOLDER DIMARCO

49573 RESOLUTION AUTHORIZING A SHARED SERVICES AGREEMENT WITH ATLANTIC COUNTY FOR ADULT INMATES.

	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

49574 RESOLUTION AUTHORIZING A SHARED SERVICES AGREEMENT WITH CAMDEN COUNTY FOR A COOPERATIVE OFFICE OF COUNTY MEDICAL EXAMINER.

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

Comments: N/A

49575 RESOLUTION AUTHORIZING EXECUTION OF A GRANT RENEWAL AGREEMENT WITH THE NEW JERSEY DEPARTMENT OF CHILDREN AND FAMILIES DIVISION OF CHILD PROTECTION AND PERMANENCY FOR 2016 HUMAN SERVICES PLANNING GRANT, FOR A TOTAL AMOUNT OF \$73,704.00, STATE'S SHARE \$67,004.00 AND THE COUNTY SHARE \$6,700.00.

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

Comments: N/A

49576 RESOLUTION AUTHORIZING APPLICATION FOR THE "FY2016 YOUTH INCENTIVE PROGRAM GRANT" TO THE NEW JERSEY DEPARTMENT OF CHILDREN AND FAMILIES, CHILDREN'S SYSTEM OF CARE, IN AN AMOUNT NOT TO EXCEED \$38,442.00.

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

Comments: N/A

49577 RESOLUTION AUTHORIZING AN APPLICATION TO THE NEW JERSEY DEPARTMENT OF HUMAN SERVICES/DIVISION OF ADDICTION SERVICES FOR THE RENEWAL OF THE GLOUCESTER COUNTY COMPREHENSIVE ALCOHOL AND DRUG ABUSE SERVICES GRANT, FOR A TOTAL AMOUNT OF \$636,839.00, STATE'S SHARE \$556,421.00 AND THE COUNTY SHARE \$80,418.00.

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

Comments: N/A

Old Business

New Business

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

OPEN

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

Comments: 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 7:45 P.M.

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

Comments: N/A

Gloucester County

Board of Chosen Freeholders Proclamation

In Recognition Of Justin Robert West Achieving Rank of Eagle Scout

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

WHEREAS, Justin joined Boy Scouts Troop 17 in February 2008, achieving the ranks of Scout, Tenderfoot, Second Class, First Class, Star and Life. On March 27, 2015, Justin distinguished himself by earning the "Rank of Eagle Scout", the highest award offered by the Boy Scouts of America; and

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

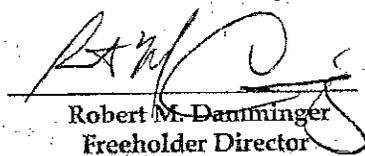
WHEREAS, Justin performed 110 hours of community service, camped 90 days and hiked 8.5 miles with his Troop. Justin's special achievements include Arrow of Light, Den Chief Service, Firem'n Chit Award, 2008 and 2009 Good Turn for America Award, Totin'Chip Award, and World Conversation Award; and

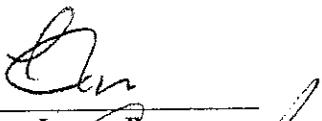
WHEREAS, Justin exhibited his commitment to public service by selecting as his Eagle Scout project the refurbishing of benches and a play area at the Doctor Chester I Elmer Park in Gibbstown, New Jersey. Justin planned and organized this project which consisted of refurbishing a park bench, construction of a new park bench and the pouring of concrete adjacent to the new benches. Additionally, he refurbished the park's playground area by adding 15 yards of playground mulch to the area. This project took 94 man hours to complete with the help of family, friends and fellow Scout Members of Troop 17; and

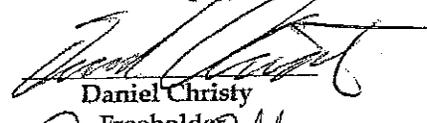
NOW THEREFORE, BE IT PROCLAIMED, that I, Robert M. Damminger, as Director, and on behalf of the 2015 Gloucester County Board of Chosen Freeholders, Giuseppe (Joe) Chila, Lyman Barnes, Daniel Christy, Frank J. DiMarco, James B. Jefferson and Heather Simmons do hereby honor and recognize Justin Robert West for his leadership, personal achievements and dedicated service to his community as a member of the Boy Scouts of America, Troop 17.

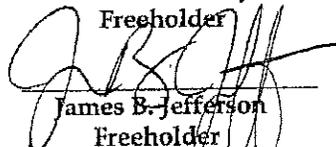
IN WITNESS WHEREOF, the Director and Clerk have caused these presents to be executed and the seal of the County of Gloucester to be affixed this 25th day of October, 2015.

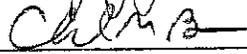

Giuseppe (Joe) Chila
Freeholder Deputy Director

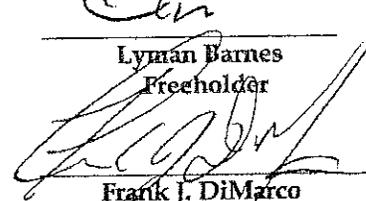

Robert M. Damminger
Freeholder Director

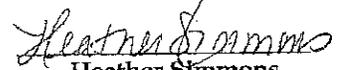

Lyman Barnes
Freeholder

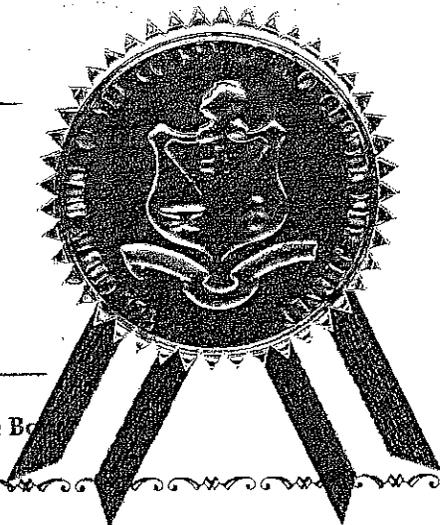

Daniel Christy
Freeholder


James B. Jefferson
Freeholder

Attest: 
Chad M. Bruner
Administrator/Clerk of the Board


Frank J. DiMarco
Freeholder


Heather Simmons
Freeholder



Gloucester County

Board of Chosen Freeholders Proclamation

In Recognition Of Nicholas J. Piro Achieving Rank of Eagle Scout

WHEREAS, the Gloucester County Board of Chosen Freeholders would like to take this time to honor and recognize Nicholas J. Piro on his achievements as a member of the Boy Scouts of America, Troop 13; and

WHEREAS, Nicholas joined Boy Scouts Troop 13 on March 1, 2010, achieving the ranks of Scout, Tenderfoot, Second Class, First Class, Star and Life. On July 6, 2015, Nicholas distinguished himself by earning the "Rank of Eagle Scout", the highest award offered by the Boy Scouts of America; and

WHEREAS, Nicholas earned 28 Merit Badges, 21 of which are required for his Eagle Scout Ranking. He exhibited exceptional leadership throughout his time in the Boy Scouts, serving in the positions of Patrol Leader, Troop Guide, Quartermaster and Scribe; and

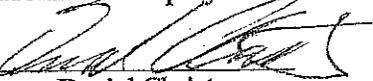
WHEREAS, Nicholas performed 141 hours of community service, camped 75 nights and hiked 63 miles with his Troop. Nicholas's special achievements include Arrow of Light, Firem'n Chit Award, Kayaking Award, Manassas Historic Hike Award, Totin' Chip Award, and in 2011 through 2013 the Attendance Award; and

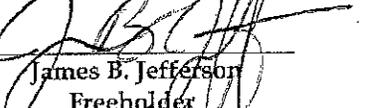
WHEREAS, Nicholas exhibited his commitment to public service by selecting as his Eagle Scout project the beautification and mapping of the building and cemetery at the Moravian Church, located on Kings Highway in Woolwich, New Jersey. Nicholas researched the history of the Cemetery and prepared a map, with a grid system, of the tombstones and created a plaque to illustrate the Cemetery. He also constructed a plaque to commemorate the lone Veteran of the Civil War interned at the Cemetery. To beautify this project, Nicholas added flower beds on both sides of the Church and added two smaller beds at the front entrance. In addition, Nicholas constructed a memorial garden in the space between the Church and Cemetery with a bench and flowers on both sides. The Cemetery dates back to 1786 and a map had never been done. A copy of this map is now located at the Gloucester County Historical Society in Woodbury. This project took 103 man hours to complete with the help of the Gloucester County Historical Society, the Community, Family and fellow Scout Members of Troop 13; and

NOW THEREFORE, BE IT PROCLAIMED, that I, Robert M. Damminger, as Director, and on behalf of the 2015 Gloucester County Board of Chosen Freeholders, Giuseppe (Joe) Chila, Lyman Barnes, Daniel Christy, Frank J. DiMarco, James B. Jefferson and Heather Simmons do hereby honor and recognize Nicholas J. Piro for his leadership, personal achievements and dedicated service to his community as a member of the Boy Scouts of America, Troop 13.

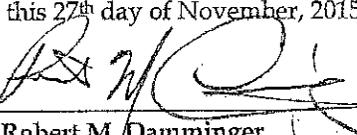
IN WITNESS WHEREOF, the Director and Clerk have caused these presents to be executed and the seal of the County of Gloucester to be affixed this 27th day of November, 2015.


Giuseppe (Joe) Chila
Freeholder Deputy Director

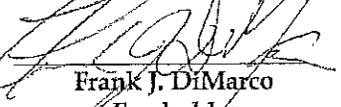

Daniel Christy
Freeholder

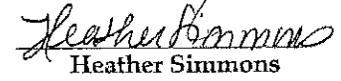

James B. Jefferson
Freeholder

Attest: 
Chad M. Bruner
Administrator/Clerk of the Board


Robert M. Damminger
Freeholder Director


Lyman Barnes
Freeholder


Frank J. DiMarco
Freeholder


Heather Simmons
Freeholder

Gloucester County

Board of Chosen Freeholders Proclamation

In Recognition Of Richard W. Kurtz

Upon Retirement After 40 Years of Service as Organist and Choirmaster

WHEREAS, the Gloucester County Board of Chosen Freeholders would like to take this time to honor and recognize Richard W. Kurtz upon his retirement; and

WHEREAS, a celebration to recognize and thank Richard for his 40 years of service as Organist and Choirmaster at the Christ Episcopal Church, Woodbury, New Jersey will be held on Friday, October 23, 2015 at 6:00pm at the Greenfields Fire Hall; and

WHEREAS, Richard attended the New England Conservatory of Music in Boston and graduated from Westminster College in Princeton; and

WHEREAS, Richard has been the Organist and Choirmaster at Christ Episcopal Church in Woodbury since 1976. He has served this community with more than 2000 Holy Eucharist, Weddings, Funerals and special occasions. His tenure behind the organ spans more time than any Rector at Christ Church Woodbury since 1856; and

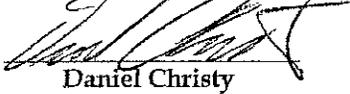
WHEREAS, in 1979 Richard opened R. W. Kurtz Organ Company, Woodstown, New Jersey, along with his wife, Gloria and daughter, Allison. Richard and Gloria also have another daughter, Laura and one grandchild, Nathaniel. They specialize in tuning, refurbishing and restoring pipe organs and are experienced in re-leathering all types of organ actions. The Kurtz's Organ Company services churches, both small and large, throughout Delaware, New Jersey, New York and Pennsylvania and have donated all of their organ repair services to Christ Church Woodbury; and

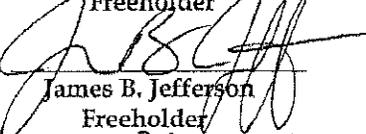
WHEREAS, on Sunday, November 1, 2015, Richard will play his very last service at the 10:00am Mass at Christ Church Woodbury; and

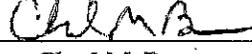
NOW THEREFORE, BE IT PROCLAIMED, that I, Robert M. Damming, as Director, and on behalf of the 2015 Gloucester County Board of Chosen Freeholders, Giuseppe (Joe) Chila, Lyman Barnes, Daniel Christy, Frank J. DiMarco, James B. Jefferson and Heather Simmons do hereby honor and recognize Richard W. Kurtz upon retirement from the organ bench after 40 years of continuous and faithful service.

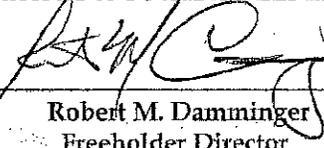
IN WITNESS WHEREOF, the Director and Clerk have caused these presents to be executed and the seal of the County of Gloucester to be affixed this 23rd day of October, 2015.


Giuseppe (Joe) Chila
Freeholder Deputy Director

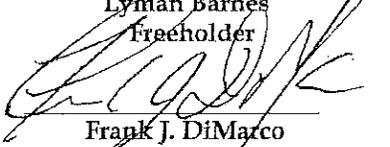

Daniel Christy
Freeholder

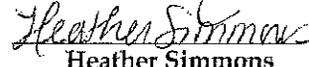

James B. Jefferson
Freeholder

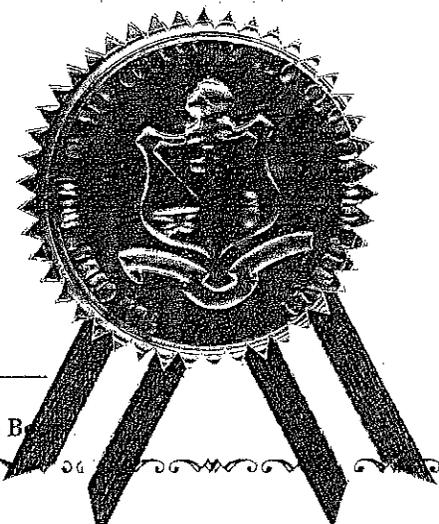
Attest: 
Chad M. Bruner
Administrator/Clerk of the Board


Robert M. Damming
Freeholder Director


Lyman Barnes
Freeholder


Frank J. DiMarco
Freeholder


Heather Simmons
Freeholder



Gloucester County

Board of Chosen Freeholders

Proclamation

In Recognition Of Anthony Robert Laielle Achieving Rank of Eagle Scout

WHEREAS, the Gloucester County Board of Chosen Freeholders would like to honor the spirit of honor and recognize Anthony Robert Laielle for his achievements as a member of the Boy Scouts of America, Troop 17, and

WHEREAS, Anthony joined Boy Scouts Troop 17 in September 2005, achieving the rank of Scoutmaster, Second Class, First Class, Star and Life. On March 4, 2017, Anthony distinguished himself by earning the "Rank of Eagle Scout", the highest award offered by the Boy Scouts of America, and

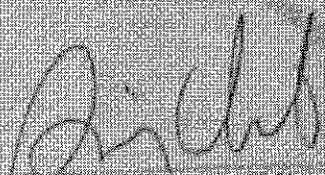
WHEREAS, Anthony earned 25 Merit Badges, 21 of which are required for his Eagle Scout Ranking. He exhibited exceptional leadership throughout his time in the Boy Scouts, serving as the president of Patrol Leader, Historian and Quartermaster, and

WHEREAS, Anthony performed 20 hours of community service, ranged 100 miles and earned 10 miles with his Troop. Anthony's special achievements include Troop Life, Troop's Best, Best Lifeguard Certification, NCA Camping Award, NCA Pin Micksman Award, Big Red Buckle, Scout Turn for America Award and was named Knight Rider of the Week, and

WHEREAS, Anthony exhibited his commitment to public service by assisting in the Troop's recent project the construction of a "Pine Pavilion" at the Colletonville Little League Field in Colletonville, New Jersey. Anthony planned and designed the construction of this project which consisted of all phases of construction from ground excavating to roof trusses, making this a massive project. The project took over 20 man hours to complete with help from the construction team at Colletonville, a local contractor, friends and family. A marker will be placed at the pavilion in honor of Anthony's late grandfather, Anthony Laielle, who would like his name on the marker.

NOW THEREFORE, BE IT PROCLAIMED, that I, Robert M. Chatteringer, as Chairman and on behalf of the 2017 Gloucester County Board of Chosen Freeholders, Elizabeth J. Lee, John H. Barnes, Daniel Clouty, Frank J. Moran, James R. Withersom and leading members of the Board, honor and recognize Anthony Robert Laielle for his leadership, personal achievement and dedicated service to his community as a member of the Boy Scouts of America, Troop 17.

IN WITNESS WHEREOF, the Director and Clerk have caused these presents to be signed and the seal of the County of Gloucester to be affixed this 12th day of October 2017.


Giuseppe Joel Chia
Freeholder Deputy Director


Daniel Chirley
Freeholder


James B. Jullough
Freeholder

Attest:

Chad M. Brewer
Administrator/Clerk of Board

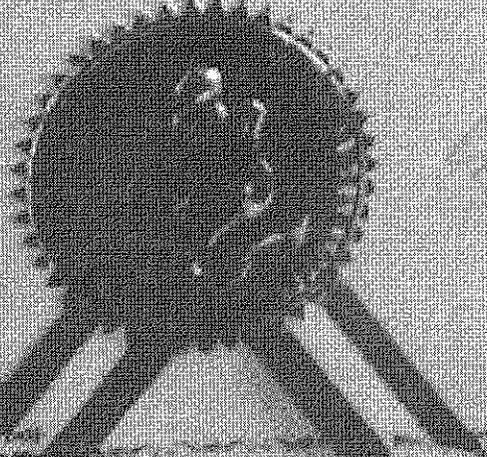
Robert M. Chatteringer
Freeholder Director


James R. Withersom
Freeholder


Elizabeth J. Lee
Freeholder


John H. Barnes
Freeholder


Daniel Clouty
Freeholder



Gloucester County

Board of Chosen Freeholders Proclamation

In Honor Of
Nicholas DiLella ~ 90th Birthday
December 19, 2015

WHEREAS, the Gloucester County Board of Chosen Freeholders would like to take this time to honor and recognize **Nicholas DiLella**, as family and friends gather together to celebrate his 90th Birthday; and

WHEREAS, **Nicholas** was born to Dominick and Angeline DiLella on December 19, 1925 in Mount Morris, New York. He was raised in Montgomery County, Pennsylvania and attended schools in Bala Cynwyd/Lower Merion School District. **Nicholas** enlisted in the US Navy in July 1943; and

WHEREAS, after initial training **Nicholas** was rated a Signalman and served in the South Pacific Theatre of Operations on-board Patrol Craft 1179. While serving aboard PC-1179, **Nicholas** took part in the landing and liberation of the Philippine Islands at Leyte and Mindanao. PC-1179 was involved in the invasion of Okinawa and served as a radar picket ship. In April, 1946, **Nicholas** had a Temporary Duty Assignment on the USS Panamint (AGC-13) as a Signalman/Communication Specialist. On-board the USS Panamint, he participated in the Joint Army-Navy Task Force 1's "Operation Crossroads," the atomic bomb tests at Bikini Atoll in July, 1946. He was honorably discharged in December, 1946; and

WHEREAS, in 1950, **Nicholas** joined the US Marine Reserves and was activated for one year due to the Korean War. He remained with the Marine Corp Reserves until 1957 and was honorably discharged; and

WHEREAS, his decorations and citations include the *World War II Victory Medal*, the *Asiatic Pacific Campaign Medal* and the *Liberation of the Philippines Medal*; and

WHEREAS, **Nicholas** began his civilian career in 1946 and was employed with General Electric for seven years, Owens Corning Fiberglass for thirty years and part-time for A & P and Shop 'n Bag for twenty years. **Nicholas** presently works five days a week for his son, Robert DiLella's business, "All Destinations Travel Agency" in West Deptford, New Jersey; and

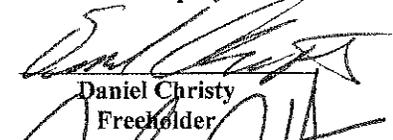
WHEREAS, **Nicholas** resides in Gibbstown, New Jersey with his wife of sixty-five years, Virginia DiBlasi. Together, they have three children, Carolyn (Robert) Scott, Robert (Laura) DiLella and Denise (Vincent) Pastino. Through the years his family has grown to include six grandchildren, Joel, Andre, Kyle, Carly, Domenic and Giovanni; and

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 honor and recognize **Nicholas DiLella** on celebrating his 90th Birthday on December 19, 2015.

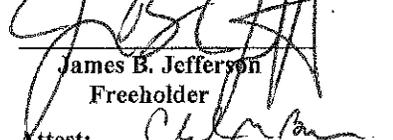
IN WITNESS WHEREOF, the Director and Clerk have caused these presents to be executed and the seal of the County of Gloucester to be affixed this 19th day of December, 2015.



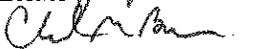
Giuseppe (Joe) Chila
Freeholder Deputy Director



Daniel Christy
Freeholder



James B. Jefferson
Freeholder

Attest: 

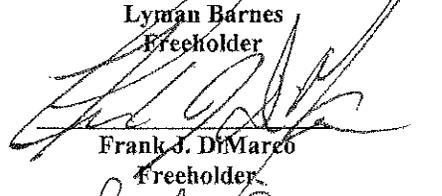
Chad M. Bruner
Administrator/Clerk of the



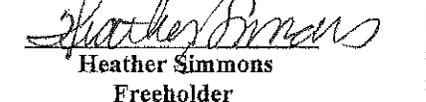
Robert M. Damming
Freeholder Director



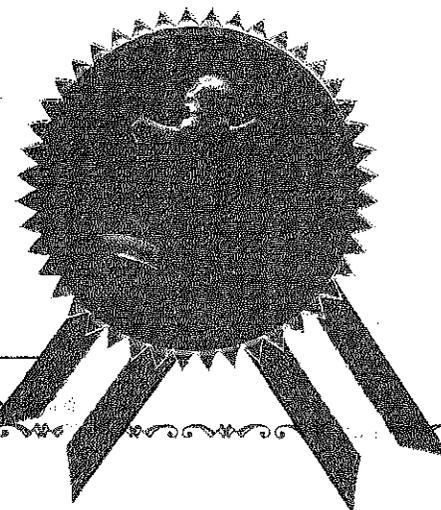
Lyman Barnes
Freeholder



Frank J. DiMarco
Freeholder



Heather Simmons
Freeholder



RESOLUTION AUTHORIZING 2015 BUDGET TRANSFERS

WHEREAS, the Treasurer of the County of Gloucester has recommended that there be 2015 Budget Transfers; and

WHEREAS, said transfers are in accordance with the provisions of Title 40A of the revised statutes of the State of New Jersey.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that the following transfer of funds in the 2015 Budget is hereby authorized:

TRANSFER FROM

Salary & Wage Adjustment – S&W	112,000.00
Taxation - S&W	12,500.00
Health Department – S&W	25,000.00
Senior Services – S&W	15,000.00
	<u>15,000.00</u>
	\$ 164,500.00

TRANSFER TO

Treasurer – S&W	25,000.00
Surrogate – S&W	5,000.00
Emergency Response – S&W	112,000.00
Medical Examiner – S&W	7,500.00
Senior Services – OE	15,000.00
	<u>15,000.00</u>
	\$ 164,500.00

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Monday, December 28, 2015, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

**CHAD M. BRUNER,
ADMINISTRATOR/CLERK OF THE BOARD**

**RESOLUTION AUTHORIZING THE CANCELLATION OF
EMERGENCY APPROPRIATION BALANCE**

WHEREAS, on December 16, 2015, the amount of \$1,000,000.00 in unexpended
Emergency Appropriations was canceled; and

WHEREAS, an additional \$1,356,055.48 can be cancelled; and

WHEREAS, the amount of the Emergency Appropriation of July 22, 2015 cancelled will
now total \$2,356,055.48; and

WHEREAS, the amount of the Emergency Appropriation of July 22, 2015 will now total
\$643,944.52.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the
County of Gloucester that an additional \$1,356,055.48 unexpended balance of the Emergency
Appropriation approved July 22, 2015 be canceled.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of
Gloucester held on Monday, December 28, 2015, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT DAMMINGER, DIRECTOR

ATTEST:

CHAD M. BRUNER,
ADMINISTRATOR/CLERK OF THE BOARD

RESOLUTION AUTHORIZING A MODIFICATION OF COUNTY FEES

WHEREAS, Gloucester County maintains a schedule of fees for various County departments; and

WHEREAS, from time to time it is necessary and appropriate to modify the fee schedule in order to reflect changes in operational costs and maintain an appropriate ratio of fees charged to the costs incurred by such activity; and

WHEREAS, the Department Heads of each department affected by this Resolution have reviewed the new fees and recommend the rates as set forth below:

Golf Range Balls

Small Bucket - \$6.00
 Large Bucket - \$9.00
 X-Large Bucket - \$12.00

Parks and Recreation Fees:

Baseball/Softball Fields

# of field slots reserved	Youth teams in County	Adult teams in County	Youth teams Out of County	Adult teams Out of County	# of organizations using fields
1 game	\$50	\$100	\$75	\$150	3
2-20	\$150	\$300	\$225	\$450	17
21-40	\$250	\$500	\$375	\$750	4
41-60	\$350	\$700	\$525	\$1050	1
61-80	\$450	\$900	\$675	\$1350	0
81-100	\$550	\$1100	\$825	\$1650	3
101-120	\$650	\$1300	\$975	\$1950	2

Soccer Fields

# of field slots reserved	Youth teams in County	Adult teams in County	Youth teams Out of County	Adult teams Out of County
1 time use	\$30	\$50	\$50	\$75
2-20	\$50	\$100	\$75	\$150
21-40	\$80	\$150	\$120	\$225
41-60	\$100	\$200	\$150	\$300

Baseball/Softball Tournaments

Athletic Fields:

County Residents	Out of County Residents	County Residents Lighting Fee	Out of County Residents Lighting Fee
\$100 daily per field	\$200 per field	\$40 daily per field	\$80 daily per field

EMS Transport Fee - \$775.00

Health Department Fees – See attached

Senior Services Fees:

- The donated fee request for Meals at Congregate Nutrition Sites shall be set at \$1.25 per meal;
- The donated fee request for Home Delivered Meals or Serv-A-Tray Meals shall be set at \$1.25 per meal;
- The donated fee request for Home Delivered Weekend Meals shall be set at \$1.75 per meal;
- The fee for the Senior Picnic shall be set at \$2.00 per person;
- The fee for the Golden Follies (Senior Talent Show) shall be set at \$2.00 per person;
- The fee for the Christmas Party shall be set at \$3.00 per person;

Highway Signal Knock Down Hourly Fees:

Signal Van	- \$35.00
Pickup Truck	- \$60.00
Car	- \$15.00
Sign Truck	- \$75.00
Bucket Truck	- \$100.00
Light Tower Generator	- \$45.00
Sign Board	- \$35.00

WHEREAS, the changes recommended are necessary and appropriate.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that the fee modifications listed above are approved and shall take effect beginning December 31, 2015 at 5:00 p.m.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Monday, December 28, 2015, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

CHAD M. BRUNER,
ADMINISTRATOR/CLERK OF THE BOARD

CONSUMER HEALTH

Plan Review	2016 <u>CURRENT</u>
Retail Food Establishment	
Risk 1	\$75.00
Risk 2	\$100.00
Risk 3	\$150.00
Inspections	
Reinspection fee (first)	\$ 50.00
Reinspection fee (second)	\$ 75.00
Reinspection fee (third & above)	\$ 125.00
Mobile Unit /Temporary Food Plan Review	
Risk 1	\$ 50.00
Risk 2	\$ 75.00
Risk 3	\$ 150.00
Campgrounds	\$150.00
Swimming pools	
Reinspection fee (first)	\$50.00
Reinspection fee (second)	\$75.00
Reinspection fee (third & above)	\$125.00
Spas	
Reinspection fee (first)	\$50.00
Reinspection fee (second)	\$75.00
Reinspection fee (third & above)	\$125.00
Pet Shops and Kennels	\$100.00
Tattoo/Body Piercing/Permanent Cosmetics	
Application for New Facility and Plan review	\$300.00
Application - Annual Renewal	\$150.00
Plans for Removal or Renovation permitted facilities	\$150.00
Change of Personnel Notification	\$100.00
Temporary Facility Application	\$1,000.00
Ear Piercing Facilities	
Application for New Facility and Plan review	\$150.00
Application - Annual Renewal	\$50.00

ENVIRONMENTAL QUALITY

Plan Review	2016 <u>CURRENT</u>
Wells	\$100.00
Septic Systems	
Preliminary review of lots within a subdivision (per lot)	\$150.00
New system that previously received preliminary review	\$150.00
New (no preliminary review)	\$300.00
Alteration	\$225.00
Repair	\$75.00
Revision (after initial certification)	\$150.00
Real Estate Inspection of Septic System review	\$100.00
Real Estate Inspection of Septic System update	\$50.00
Septic system permit renewal	\$75.00
Surface Water Sampling Costs	
Average Charge for Personnel Costs per Hour	\$70.00
Average Charge for Personnel Costs per Hour-Overtime	\$105.00
Minimum Charge for Personnel Costs	\$70.00

**RESOLUTION APPOINTING MEMBERS AND A SECRETARY TO THE INSURANCE
FUND COMMISSION**

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

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

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

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

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

1. Gerald White, Deputy County Administrator; and Michael Burke, Treasurer's office; Tamarisk Jones, Director, Department of Health be and are hereby appointed Gloucester County Insurance Fund Commissioners; and Karen Christina, Department of Health, be and is hereby appointed as an Alternate;
2. Maria Rios be and is hereby appointed as the Secretary to the Gloucester County Insurance Fund Commission;
3. The Secretary shall serve at the pleasure of the Commission;
4. Each appointee shall hold office as a Commissioner for a term of two (2) years, or for the remainder of his/her term of office as an official, whichever shall be less, and until his/her successor shall have been duly appointed and qualified;
5. The Commissioners and Secretary shall serve without compensation for their service;
6. The appointment of each above named Commissioner and Secretary shall be effective on October 7, 2015.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Monday, December 28, 2015, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

CHAD M. BRUNER,
ADMINISTRATOR/CLERK OF THE BOARD

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

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

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

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

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

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

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

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

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Monday, December 28, 2015, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

CHAD M. BRUNER,
ADMINISTRATOR/CLERK OF THE BOARD

**RESOLUTION DISSOLVING THE GLOUCESTER COUNTY
EMERGENCY RESPONSE PREPAREDNESS ADVISORY COUNCIL**

WHEREAS, on December 18, 2013 the Hazmat Response Team Inquiry Panel presented its report to the County of Gloucester assessing the County’s Hazmat response capabilities; and

WHEREAS, the Board of Chosen Freeholders recognized the need to follow up on the panel’s work and to enhance emergency preparedness in the County by establishing a council of private and public sector experts with extensive emergency response experience in the police, fire and medical disciplines, and by Resolution dated December 27, 2013, created the Gloucester County Emergency Response Preparedness Advisory Council (the “ERPAC”) and appointed members; and

WHEREAS, at its meeting of December 3, 2015 the ERPAC unanimously passed the following motion:

“The ERPAC recognizes that the County Department of Emergency Response Staff is demonstrating meritorious leadership and dedication to task and any shortcomings which may have existed prompting the creation of the ERPAC have been corrected and the Board recommends that the Freeholders retire the ERPAC effective December 31, 2015, with the Department continuing the procedures, audits and oversight it currently has in place.”

NOW THEREFORE, BE IT RESOLVED that the Board of Chosen Freeholders of the County of Gloucester accepts the recommendation of the Emergency Response Preparedness Advisory Council and it shall be dissolved effective December 31, 2015 with the terms of all serving members terminated, and they are thanked and congratulated for their work on behalf of the County of Gloucester.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Monday, December 28, 2015 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

CHAD M. BRUNER,
ADMINISTRATOR/CLERK OF THE BOARD

**RESOLUTION AUTHORIZING A CONTRACT WITH MUNIDEX, INC.,
FROM DECEMBER 28, 2015 TO MARCH 31, 2016 IN AN AMOUNT NOT
TO EXCEED \$55,000.00**

A-7

WHEREAS, the County of Gloucester, after due notice and advertisement, received sealed bids for the development, printing and first class mailing of property assessment notification cards to approximately 111,186 property owners within Gloucester County, as required under N.J.S.A. 54:4-38.1; and

WHEREAS, as per the MOD-IV User Manual Regulations imposed by the New Jersey Division of Taxation, the Assessment Notices must be created by MOD-IV certified programs at a certified data center location; and

WHEREAS, after following proper public bidding procedure, it was determined that Munidex, Inc., with corporate offices located at 174 Route 17 North Suite 202, Rochelle Park, New Jersey, was the lowest responsive and responsible bidder to perform said services, in an amount not to exceed \$55,000.00, as more specifically described in the bid specifications of PD-16-001; and

WHEREAS, bids were publicly received and opened on December 18, 2015; and

WHEREAS, this contract shall be for estimated units of services, on an as-needed basis, in an amount not to exceed \$55,000.00 from December 28, 2015 to March 31, 2016. 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 is hereby authorized to attest to the contract between the County and Munidex Inc., for the development, printing and first class mailing of property assessment notification cards, as required under N.J.S.A. 54:4-38.1, from December 28, 2015 to March 31, 2016, in an amount not to exceed \$55,000.00; and

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

ADOPTED at the close out meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Monday, December 28, 2015 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

**CHAD M. BRUNER,
ADMINISTRATOR/CLERK OF THE BOARD**

**CONTRACT
BETWEEN
COUNTY OF GLOUCESTER
AND
MUNIDEX, INC.**

A-7

THIS CONTRACT is made effective this 28th day of December 28, 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 **MUNIDEX, INC.**, (a New Jersey Corporation) with offices at 174 Route 17 North, Rochelle Park, New Jersey 07662, New Jersey, hereinafter referred to as "**Vendor**".

RECITALS

WHEREAS, there exists a need by the County of Gloucester for the development, printing and first class mailing of property assessment notification cards as required under N.J.S.A. 54:4-38.1 to approximately 111,186 property owners within Gloucester County, as set forth in PD-016-001; and

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

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

TERMS OF AGREEMENT

1. **TERM.** The term of the contract shall be for the period December 28, 2015 through March 31, 2016.
2. **COMPENSATION.** Contract shall be for estimated units of service, in an amount not to exceed \$55,000.00.

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 specifications identified as PD-016-001, which are incorporated herein and made a part hereof by reference. Should there occur a conflict between this form of contract and the bid documents, the bid documents shall prevail.

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

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

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

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

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

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

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

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

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

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

A. Pursuant to the termination provisions set forth in PD-016-001, which are specifically referred to and incorporated herein by reference.

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

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

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

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

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

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

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

9. **INDEMNIFICATION.** The Vendor or subcontractor, where applicable, shall be responsible for, shall keep, save and hold the County of Gloucester harmless from, 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.

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

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

11. **SET-OFF.** Should Vendor either refuse or neglect to perform the service that Vendor is required to perform in accordance with the terms of this Contract, and if expense is incurred by County by reason of Vendor's failure to perform, then and in that event, such expense shall be

deducted from any payment due to Vendor. Exercise of such set-off shall not operate to prevent County from pursuing any other remedy to which it may be entitled.

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

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

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

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

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

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

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

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

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

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

22. **CONTRACT PARTS.** This Contract consists of this Contract document and the specifications identified as PD-016-001, and the bidder's bid package, all of which are referred to and incorporated herein. Should there occur a conflict between this form of contract and the specifications, then this Contract shall prevail. If there should occur a conflict between either this form of Contract or the specifications and the bid package, then this Contract and the specifications shall prevail.

THIS CONTRACT is effective as of this 28th day of December, 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 and its corporate seal affixed the day and year first above written.

ATTEST:

COUNTY OF GLOUCESTER

CHAD M. BRUNER,
ADMINISTRATOR/CLERK OF THE BOARD

ROBERT M. DAMMINGER,
DIRECTOR

ATTEST:

MUNIDEX, INC.

VINCENT BUONO, PRESIDENT

**RESOLUTION AUTHORIZING AN AMENDMENT TO SHARED SERVICES
AGREEMENT WITH THE EDUCATIONAL INFORMATION AND
RESOURCE CENTER (EIRC)**

WHEREAS, a Resolution was previously adopted on June 10, 2015, authorizing a Uniform Shared Services Agreement with the Educational Information and Resource Center ("EIRC") for a three year agreement from June 10, 2015 to June 9, 2018 for \$28,800.00 per year, to provide symmetrical internet services over Comcast's Metro Ethernet Network and connectivity to any site connected to the County's network from the central core sites in Clayton and Clarksboro; and

WHEREAS, since the Resolution was adopted, it has become necessary to include internet services for County offices at 2 South Broad Street, Woodbury, NJ 08096 to include Synchronous 50mbps scalable, secure Ethernet ENS data services with 24/7 dedicated support at \$825.00 per month for 31 months for a total amount of \$25,575.00; and

WHEREAS, all terms and provisions of the original Agreement not modified herein shall remain in full force and effect; and

WHEREAS, the Purchasing Agent has certified the availability of funds in the amount of \$9,900.00 for the 1st year payments, pursuant to CAF#15-10895, which amount shall be charged against budget line item #5-01-31-450-001-20750; and

WHEREAS, continuation of this Agreement beyond December 31, 2016 is conditioned upon the approval of the County's subsequent annual budgets.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that the Freeholder Director is hereby authorized to execute an amendment to the Shared Services Agreement with EIRC to include Synchronous 50mbps scalable, secure Ethernet ENS data services with 24/7 dedicated support for County offices at 2 South Broad Street, Woodbury, NJ 08096, for an amount of \$825.00 per month for 31 months for a total amount of \$25,575.00.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Monday, December 28, 2015 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

CHAD M. BRUNER,
ADMINISTRATOR/CLERK OF THE BOARD

AMENDMENT TO SHARED SERVICES AGREEMENT
BETWEEN
COUNTY OF GLOUCESTER
AND
EDUCATIONAL INFORMATION AND RESOURCE CENTER (EIRC)

THIS is an Amendment to a Shared Services Agreement which was entered into on the 10th day of June 2015, by and between Educational Information and Resource Center, with offices at 107 Gilbreth Parkway, Suite 200, Mullica Hill, NJ 08062, hereinafter referred to as "EIRC" and the County of Gloucester, hereinafter referred to as "County".

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

To provide internet services for County offices at 2 South Broad Street, Woodbury, NJ 08096 to include Synchronous 50mbps scalable, secure Ethernet ENS data services with 24/7 dedicated support for an amount of \$825.00 per month for 31 months for a total amount of \$25,575.00.

All other terms and provisions of the Shared Services Agreement not modified herein shall remain in full force and effect, as well as compliance with any and all State requirements.

THIS ADDENDUM is effective as of the 28th day of December 2015.

ATTEST:

COUNTY OF GLOUCESTER

CHAD M. BRUNER,
ADMINISTRATOR/CLERK OF THE BOARD

ROBERT M. DAMMINGER,
DIRECTOR

ATTEST:

EIRC

(PLEASE PRINT NAME)



www.eirc.org
856-582-7000

107 Gilbreth Parkway, Suite 200, Mullica Hill, NJ 08062

Quote ESTQ5825

Valid through February 10, 2016

Prepared For:

County of Gloucester
Bill Taylor
Phone:
25 Broad St
Woodbury, NJ 08096
wrtaylor@co.gloucester.nj.us

Prepared By:

Hilari Luck
Technology Shared Services
Representative
Phone: 856-582-7000 x147
Fax: 856-582-4206
Email: hluck@eirc.org



Below is the interactive version of the quote, you can choose options and see the quote totals.

For the full presentation proposal, [click here](#) to view or download the PDF version of this quote. You can sign and fax this in, or you can save time by simply electronically accepting this quote below.

Line Item Detail

QTY	Description	Picture	Unit Price	Ext Price
Gloucester County Internet \ WAN Services Proposal				
All services will be provided as part of a newly established shared service interlocal agreement between the County of Gloucester and the EIRC				
	Admin office - 2 South Broad St. Woodbury NJ 08096 **No BGP or Static IPs to be ported from existing service**			
<input checked="" type="checkbox"/>	1 Synchronous 50mbps scalable, secure Ethernet ENS data services with 24/7 dedicated support - Price is per month for a 36 12 months service agreement.		\$825.00	\$825.00
<input type="checkbox"/>	1 Synchronous 100mbps scalable, secure Ethernet ENS data services with 24/7 dedicated support - Price is per month for a 36 month service agreement.		\$1,050.00	\$1,050.00
<input type="checkbox"/>	1 Synchronous 200mbps scalable, secure Ethernet ENS data services with 24/7 dedicated support - Price is per month for a 36 month service agreement.		\$1,200.00	\$1,200.00
<input type="checkbox"/>	1 Synchronous 500mbps scalable, secure Ethernet ENS data services with 24/7 dedicated support - Price is per month for a 36 month service agreement.		\$1,300.00	\$1,300.00
	Service SubTotal			\$825.00
	<i>Will be invoiced at time of receipt \ delivery</i>			
	<i>Service is subject to net 30 payment terms</i>			

COUNTY OF GLOUCESTER

A.3

CERTIFICATE OF AVAILABILITY OF FUNDS

PURCHASE ORDER # 15-10895 DATE 12/21/15

BUDGET NUMBER 5-01-31-450-001-20750

AMOUNT OF CERTIFICATION \$ 9,900.00

1st year payment

DEPARTMENT I.T. Department

COUNTY COUNSEL Emmett Primas

DESCRIPTION OF PRODUCT OR SERVICE

additional Internet services for
2 Smith broad St Woodbury at 50mbps for
825.00 a month for a total amount of
9,900.00. Balance of payment to be
processed upon approval of appropriate budgets
for years 2016-2018

VENDOR NAME (EIRC) Educational Information + Resource

ADDRESS 107 Gilbreth Parkway Suite 200^{Center}

CITY/STATE/ZIP Mullica Hill NJ 08062

DEPARTMENT HEAD APPROVAL *William R. Day*

PURCHASING AGENT *John J. ...* DATE 12/21/15

FREEHOLDER MEETING DATE 12/28/15

WHITE: CLERK OF THE BOARD
YELLOW: USING DEPARTMENT

PINK: PURCHASING DEPARTMENT
GOLD: COUNTY COUNSEL

RESOLUTION AUTHORIZING AWARD OF CONTRACT TO MOTOROLA SOLUTIONS, INC., FROM DECEMBER 28, 2015 TO DECEMBER 27, 2016 FOR \$453,201.02

WHEREAS, the County, after due notice and advertisement, received sealed bids for the purchase of an IP Based NG 9-1-1 System including hardware and software, professional services including project management, engineering, configuration, staging, system installation, turnup and testing, training plus one (1) year system support; and

WHEREAS, after following proper public bidding procedure, it was determined that Motorola Solutions, Inc., with offices at 5 Paragon Drive, Suite 200, Montvale, New Jersey 07645 was the lowest responsive and responsible bidder to perform said services, for a total contract amount of \$453,201.02, from December 28, 2015 to December 27, 2016, as more specifically described in the bid specifications PD-015-056; and

WHEREAS, bids were publicly received and opened on December 8, 2015; and

WHEREAS, the Purchasing Agent of the County of Gloucester has certified the availability of funds pursuant in the amount of \$453,201.02, pursuant to C.A.F. # 15-10742 which amount shall be charged against budget line item C-04-15-023-250-23219.

NOW, THEREFORE BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester, that the Director of the Board, is hereby authorized and directed to execute and the Clerk of the Board is authorized to attest to the execution of the contract with Motorola Solutions, Inc., for the purchase of an IP Based NG 9-1-1 System including hardware and software, professional services including project management, engineering, configuration, staging, system installation, turnup and testing, training plus one (1) year system support , for a total contract amount of \$453,201.02, from December 28, 2015 to December 27, 2016.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Monday, December 28, 2015 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ATTEST:

ROBERT M. DAMMINGER, DIRECTOR

**CHAD M. BRUNER,
ADMINISTRATOR/CLERK OF THE BOARD**

**CONTRACT BETWEEN
MOTOROLA SOLUTIONS, INC.
AND
COUNTY OF GLOUCESTER**

B-1

THIS CONTRACT is made effective the 28th day of **December, 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 **MOTOROLA SOLUTIONS, INC.**, of 5 Paragon Drive, Suite 200, Montvale, New Jersey 07645, hereinafter referred to as "Vendor".

RECITALS

WHEREAS, the County, after due notice and advertisement, received sealed bids for the purchase of an IP Based NG 9-1-1 System including hardware and software, professional services including project management, engineering, configuration, staging, system installation, turnup and testing, training plus one (1) year system support; and

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

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

TERMS OF AGREEMENT

1. **TERM.** Contract shall be effective upon the execution of contract, for a term of one year, from December 28, 2015 to December 27, 2016.

2. **COMPENSATION.** Vendor shall be compensated in a total contract amount of \$453,201.02, as per PD-015-056.

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.

3. **DUTIES OF CONTRACTOR.** The specific duties of the Vendor shall as set forth in specifications identified as PD-015-056, which are incorporated herein and made a part hereof by reference. Should there occur a conflict between this form of contract and the bid documents, the bid documents shall prevail.

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

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

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

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

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

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

The Vendor or subcontractor 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.

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

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

8. **INDEMNIFICATION.** The Vendor or subcontractor, where applicable, shall be responsible for, shall keep, save and hold the County of Gloucester harmless from, shall indemnify and shall defend the County of Gloucester against any claim, loss, liability, expense (specifically including but not limited to reasonable 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 defects in products purchased pursuant to this agreement or the negligence of any acts or omissions, of any of its officers, directors, employees, agents, servants or independent contractors in the performance of this agreement, or from the Vendor's failure to provide for the safety and protection of its employees, or from Vendor's performance or failure to perform pursuant to the terms and provisions of this contract. The Vendor's liability under this agreement shall continue after the termination of this agreement with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

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

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

10. **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.

11. **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.

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 Vendor, shall not operate as or be construed as a waiver of any subsequent breach, nor a bar to any subsequent enforcement.

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

14. **CHANGES.** This contract may be modified by 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.

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

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

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

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

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

21. **CONTRACT PARTS.** This contract consists of this contract documents, and the specifications identified as PD-015-056, and the bidder's bid package, all of which are referred to and incorporated herein by reference. Should there occur a conflict between this form of contract and the specifications, then this contract shall prevail. If there should occur a conflict between either this form of contract or the specifications and the bid package, then this contract and the specifications shall prevail.

THIS CONTRACT is made effective this 28th day of December, 2015.

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

ATTEST:

COUNTY OF GLOUCESTER

CHAD M. BRUNER,
ADMINISTRATOR/CLERK OF THE BOARD

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

MOTOROLA SOLUTIONS, INC.

By:
Title:

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

B-1

Certificate of Availability of Funds

TREASURER'S NO. 15-10742 DATE 12/10/15

C-04-15-023-250-23219

BUDGET NUMBER - CURRENT YR _____ B _____ DEPARTMENT Emergency Response

AMOUNT OF CERTIFICATION \$453,201.02 COUNTY COUNSEL Tom Campo

DESCRIPTION: 9-1-1 Phone system - Per Bid PD 015-056
IP Based NG 9-1-1 system including Hardware & Software,
Professional services and Year One System Support as per
PD 15-056.

VENDOR: Motorola Solutions, Inc

ADDRESS: 5 Paragon Dr. Suite 200
Montvale, NJ 07645

Attn: David White

JL Butz
DEPARTMENT HEAD APPROVAL

APPROVED [Signature]
PURCHASING AGENT

RETURNED TO DEPARTMENT
 NOT APPROVED

DATE PROCESSED 12-10-15

B-1

<p>PD 015-056 Proposal Opening 12/8/2015 10:00am</p>	<p>SPECIFICATIONS FOR THE SUPPLY AND DELIVERY OF AN IP BASED NJ9-1-1 SYSTEM FOR THE GLOUCESTER COUNTY DEPARTMENT EMERGENCY MANAGEMENT AND EXISTING UNITS WITHIN THE COUNTY AS ALLOWED THROUGH THE COUNTY CONTRACT PURCHASING SYSTEM NUMBERS CK-01-GC & 16GLCP</p>
<p>VENDOR:</p>	<p>Motorola Solutions, Inc. 5 Paragon Drive, Suite 200 Montvale, NJ 07645 David R. White, Jr., MSSSI Vice President 201 949-5500 201 949-5799 Fax</p>
<p>ITEM DESCRIPTION</p>	<p>1 Hardware and Software \$157,458.70 2 Professional Services (Project Management, Engineering, Configuration, Steging, System Installation, Turnup and Testing, Training) \$209,706.32 3 Year 1 - System Support \$86,036.00 Total: \$453,201.02</p>
<p>Variations: (if any)</p>	<p>Within 120 days of award</p>
<p>Start up date</p>	<p>YES</p>
<p>Will you extend your prices to local government entities within the County</p>	<p>YES</p>
<p>This is a one (1) year contract</p>	<p>General Dynamics IT Navigator E.Republic Tools Prime Vendor, Inc.</p>
<p>Bid specifications sent to:</p>	<p>Based upon the bids received, I recommend Motorola Solutions, Inc., be awarded the contract as the lowest responsive, responsible bidder.</p>
<p>Sincerely,</p>	<p>Peter Mercanti Purchasing Director</p>

**RESOLUTION AUTHORIZING A CONTRACT WITH BUD CONCRETE, INC., FOR
\$181,100.00**

WHEREAS, the County of Gloucester (hereinafter the "County") advertised for the receipt of public bids for the construction of the County road improvement project known as "Miscellaneous Concrete Replacement and Pedestrian Facilities Upgrade Project, Various Locations, County of Gloucester," Engineering Project #15-14SA (hereinafter the "Project"); and

WHEREAS, bids were publicly received and opened for the Project by the County on December 10, 2015; and

WHEREAS, after following proper public bidding procedure, it was determined that Bud Concrete, Inc. (hereinafter "Bud"), with an office address of 133 Sewell Road, Sewell, NJ 08080, was the lowest responsive and responsible bidder to construct the Project, as set forth in the specifications for the Project, for a total contract amount of \$181,100.00; and

WHEREAS, the County's Purchasing and Engineering Departments recommend award of a contract to Bud for the Project; and the Contractor shall complete all work required for substantial completion of the Project within three hundred sixty-five (365) days after the issuance of the Notice to Proceed; and

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

WHEREAS, the Purchasing Agent for the County has certified the availability of funds for this contract in the amount of \$181,100.00, pursuant to C.A.F. #15-10820, which amount shall be charged against budget line items C-04-15-012-165-12216 for \$181,100.00.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the Freeholder Director, is hereby authorized to execute and the Clerk of the Board is authorized to attest to a contract with Bud for the Project in the amount of ONE HUNDRED EIGHTY-ONE THOUSAND ONE HUNDRED DOLLARS AND ZERO CENTS (\$181,100.00), per the prices submitted in its bid, and contingent upon approval by the New Jersey Department of Transportation.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Monday, December 28, 2015, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

CHAD M. BRUNER,
ADMINISTRATOR/CLERK OF THE BOARD

**CONTRACT BETWEEN
COUNTY OF GLOUCESTER
AND
BUD CONCRETE, INC.**

C-1

THIS CONTRACT is made effective this **28th** day of **December 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 **BUD CONCRETE, INC.**, a New Jersey Corporation, with offices at 133 Sewell Road, Sewell, NJ 08080, hereinafter referred to as "**Contractor**".

RECITALS

WHEREAS, there exists a need for the County to contract for all labor and materials required concerning the construction of the "Miscellaneous Concrete Replacement and Pedestrian Facilities Upgrade Project, Various Locations, County of Gloucester," Engineering Project #15-14SA (hereinafter the "Project"); and

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

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

TERMS OF AGREEMENT

- 1. COMMENCEMENT OF SERVICES.** Contractor shall commence services for the Project upon the County issuing a written Notice to Proceed to the Contractor; and the Contractor shall complete all work required for substantial completion of the Project within three hundred sixty-five (365) days after the issuance of the Notice to Proceed.
- 2. COMPENSATION.** Contractor shall be compensated in the amount of **\$181,100.00** for all labor and materials required to construct the **Project**, as per the Specifications issued by the County identified as **15-14SA** (hereinafter the "Specifications"), and the unit prices set out in the Contractor's bid for the Project (hereinafter the "Bid").

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

THIS CONTRACT is effective as of this **28th** day of **December, 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

CHAD M. BRUNER,
ADMINISTRATOR/ CLERK OF THE BOARD

ROBERT M. DAMMINGER, DIRECTOR

BUD CONCRETE, INC.

By: _____

(Please Print Name)

C-1

COUNTY OF GLOUCESTER

CERTIFICATE OF AVAILABILITY OF FUNDS

PURCHASE ORDER # 15-10820 DATE December 14, 2015

C-04-15-012-165-12216 (\$181,100.00)

BUDGET NUMBER _____

AMOUNT OF CERTIFICATION \$ 181,100.00

DEPARTMENT Engineering

COUNTY COUNSEL Emmett E. Primas, Esq.

DESCRIPTION OF PRODUCT OR SERVICE

Construction Contract for the Engineering Project "Miscellaneous Concrete Replacement and Pedestrian Facilities Upgrade Project, Various Locations, County of Gloucester," Engineering Project #15-14SA

VENDOR NAME _____

ADDRESS Bud Concrete, Inc.

CITY/STATE/ZIP 133 Sewell Road

Sewell, NJ 08080

DEPARTMENT HEAD APPROVAL _____

PURCHASING AGENT *Vincent M. Voltaggio* DATE 12-15-15

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

FREEHOLDER MEETING DATE _____

December 28, 2015

WHITE: CLERK OF THE BOARD
YELLOW: USING DEPARTMENT

PINK: PURCHASING DEPARTMENT
GOLD: COUNTY COUNSEL

5

SUMMARY OF BIDS



SPECIFICATION NO. 15-14

**Office of the County Engineer
County of Gloucester**

Miscellaneous Concrete Replacement and Pedestrian Facilities Upgrade Project, Various Locations, Gloucester County
Engineering Project #15-14

Bid Date: Thursday, December 10, 2015

Bid Time: 10:00 am

Item No.	Description	Approx. Quantity	Unit	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	Mobilization	1	LS	\$60,000.00	\$60,000.00	\$140,000.00	\$140,000.00	\$6,000.00	\$6,000.00	\$750.00	\$750.00
2	Clearing Site	1	LS	\$60,000.00	\$60,000.00	\$110,000.00	\$110,000.00	\$10,000.00	\$10,000.00	\$3,000.00	\$3,000.00
3	9" Variable Height Concrete Vertical Curb	1000	LF	\$80.00	\$80,000.00	\$35.00	\$35,000.00	\$30.00	\$30,000.00	\$48.00	\$48,000.00
4	12" x 13" Concrete Sloping Curb	300	LF	\$50.00	\$15,000.00	\$35.00	\$10,500.00	\$30.00	\$9,000.00	\$40.00	\$12,000.00
5	Concrete Sidewalk, 4" Thick	1200	SY	\$110.00	\$132,000.00	\$45.00	\$54,000.00	\$75.00	\$90,000.00	\$65.00	\$78,000.00
6	Detectable Warning Surface	75	SY	\$400.00	\$30,000.00	\$100.00	\$7,500.00	\$400.00	\$30,000.00	\$250.00	\$18,750.00
7	Concrete Driveway Reinforced, 6" Thick	100	SY	\$120.00	\$12,000.00	\$45.00	\$4,500.00	\$80.00	\$8,000.00	\$65.00	\$6,500.00
8	Exposed Aggregate Sidewalk	1500	SF	\$20.00	\$30,000.00	\$8.00	\$12,000.00	\$15.00	\$22,500.00	\$11.00	\$16,500.00
TOTAL BID					\$419,000.00	\$373,500.00	\$205,500.00	\$181,100.00			

Lexa Concrete, LLC
11 Commerce Way
Hammonton, NJ 08037
Alex O. Gherardi, Mgr Member
ph. 609-704-5293; f. 609-704-5355

Charles Marandino, LLC
233 Main Avenue
Millsby, NJ 08340
Charles Marandino, Owner
ph. 856-691-9963

Curb Con, Inc.
514 N. Main Street
Barnegat, NJ 08005
Frank Pulido, President
ph. 609-660-2223; f. 609-660-1022

Bud Concrete, Inc.
133 Sewell Road
Sewell, NJ 08080
Charles Anderson, President
ph. 856-589-2123

Vincent M. Voltaggio, Jr.
Vincent M. Voltaggio, Jr.
Gloucester County Engineer

Kimberly D. MacKullin:
Addition error. Total bid submitted was \$205,400.00 actual total is \$205,500.00

RESOLUTION AUTHORIZING CONTRACT CHANGE ORDER DECREASE #01-FINAL WITH SOUTH STATE, INC. BY \$92,533.53

WHEREAS, the County of Gloucester (hereinafter the "County") previously received public bids for the construction of the County's roadway 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, a contract for the Project was awarded by the County by Resolution on March 18, 2015 to South State, Inc. (hereinafter "South State"), with an office address of 202 Reeves Road/P.O. Box 68, Bridgeton, NJ 08312 in the amount of \$1,510,767.04 (hereinafter the "Contract"); and

WHEREAS, Vincent M. Voltaggio, P.E. County Engineer, has recommended Change Order Decrease #01-Final with South State in the amount of \$92,533.53, resulting in a new total contract amount of \$1,418,233.51; and

WHEREAS, the said Change Order is necessitated by and based on adjustment for final as-built quantities, extras, reductions and supplemental items for the project. The overall change order results in a project cost decrease, resulting in a new total contract amount of \$1,418,233.51.

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

1. The hereinabove referenced Change Order Decrease #01-Final to decrease the County's Contract with South State, Inc. for the Project in the amount of \$92,533.53, resulting in a new total adjusted contract amount of \$1,418,233.51, be, and the same hereby is, approved; and
2. The Freeholder Director is hereby authorized and directed to execute and the Clerk of the Board is authorized and directed to attest to the said Change Order for the aforementioned purposes on behalf of the County.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Monday, December 28, 2015, at Woodbury, New Jersey:



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

CHAD M. BRUNER,
ADMINISTRATOR/CLERK OF THE BOARD

**COUNTY OF GLOUCESTER
CHANGE ORDER FORM**

- 1. Name & Address of Vendor: SOUTH STATE, INC.,
P.O. BOX 68, 202 REEVES ROAD
BRIDGETON, NJ 08302
- 2. Description of Project or Contract: ROADWAY IMPROVEMENTS TO HURFVILLE-
CROSS KEYS ROAD (CR 654) FROM FRIES
MILL RD. (CR 655) TO CROSS KEYS BYPASS
(CR 689)
- 3. Date of Original Contract: 3/18/2015
- 4. P.O. Number: 15-01910
- 5. Amount of Original Contract: \$1,510,767.04
- 6. Amount of Previously Authorized Change Order \$0.00
- 7. Amount of this Change Order No. 1: Final -\$92,533.53
- 8. New Total Amount of Contact (Total of Numbers 5, 6 & 7 Above) ✓ \$1,418,233.51
- 9. Need or Purpose of this Change Order: Adjustment for asbuilt quantities extras ,
reductions and supplemental items.

This change order requested by [Signature] on 12-16-15
(Department Head) (Date)

Accepted by [Signature] on 12-7-15
(Vendor) (Date)

Approved by the Board of Chosen Freeholders, County of Gloucester

Attest:

Chad M. Bruner By: _____
Administrator/Clerk of the Board Robert M. Damming, Director

To All Vendors:

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

NEW JERSEY DEPARTMENT OF TRANSPORTATION

STATE AID PROJECTS

CHANGE ORDER NUMBER - 1 FINAL

Division of Local Aid and Economic Development

Project	ROADWAY IMPROVEMENTS TO HURFVILLE-CROSS KEYS ROAD (CR 654) FROM FRIES MILL RD. (CR 655) TO CROSS KEYS BYPASS (CR 689)
Municipality	WASHINGTON TWP.
County	GLOUCESTER COUNTY
Contractor	SOUTH STATE, INC., P.O. BOX 68, BRIDGETON, NJ 08302

In accordance with the project Supplementary Specification, the following are changes in the contract.
Location and Reason for Change (Attach additional sheets if required) -

A) FINAL ADJUSTMENT OF AS-BUILT QUANTITIES

<u>Item No.</u>	<u>Description</u>	<u>Quantity (+/-)</u>	<u>Unit Price</u>	<u>Amount</u>
EXTRAS:				
5E	HEAVY DUTY SILT FENCE	804 LF	\$3.00	\$2,412.00
11E	POLICE TRAFFIC DIRECTORS	27 HRS	\$60.00	\$1,620.00
18E	FUEL PRICE ADJUSTMENT	1.86381 LS	\$9,319.05	\$9,319.05
22E	EXCAVATION, UNCLASSIFIED	820.24 CY	\$21.00	\$17,225.04
25E	SOIL AGGREGATE	993.85 CY	\$15.00	\$14,907.75
29E	HOT MIX ASPHALT 12.5M76 SURFACE COURSE	246.81 TN	\$75.00	\$18,510.75
33E	18" REINFORCED CONCRETE PIPE	3 LF	\$80.00	\$240.00
59E	BEAM GUIDE RAIL	4 LF	\$30.00	\$120.00
60E	RUB RAIL	4 LF	\$11.00	\$44.00
64E	TRAFFIC STRIPES, EPOXY RESIN 4"	1947 LF	\$0.29	\$564.63
65E	TRAFFIC MARKINGS, THERMOPLASTIC	93 SF	\$2.95	\$274.35
67E	RPM, MONO-DIRECTIONAL, WHITE LENS	25 UN	\$24.00	\$600.00
71E	RELOCATE FIRE HYDRANT	1 UN	\$2,300.00	\$2,300.00
75E	TRIMMING EXISTING TREE OVER 12" TO 18" DIAMETER	6 UN	\$300.00	\$1,800.00
				<u>\$69,937.57</u>
SUPPLEMENTALS:				
S1	STABILIZATION FABRIC	2823.82 SY	\$2.50	\$7,059.55
S2	TREE REMOVAL	2 UN	\$1,200.00	\$2,400.00
S3	HMA DRIVEWAY, 4" THICK	123.72 SY	\$35.00	\$4,330.20
S4	CONCRETE PENALTY	1 LS	-\$3,332.69	-\$3,332.69
				<u>\$10,457.06</u>
REDUCTIONS:				
6R	HAYBALE	10 UN	\$10.00	\$100.00
7R	INLET FILTER	19 UN	\$10.00	\$190.00
9R	OIL ONLY EMERGENCY SPILL KIT, TYPE 1	1 UN	\$100.00	\$100.00
12R	BREAKAWAY BARRICADE	39 UN	\$0.01	\$0.39
14R	CONSTRUCTION SIGNS	260 SF	\$0.01	\$2.60

(Submit two (2) copies to the Division of Local Aid and Economic Development District Office)

**RESOLUTION AUTHORIZING AN UPDATE TO THE GLOUCESTER COUNTY
COMPREHENSIVE FARMLAND PRESERVATION PLAN**

WHEREAS, the Gloucester County Agriculture Development Board (hereinafter the "CADB") was previously established by the Board of Chosen Freeholders of the County of Gloucester (hereinafter the "County") under and pursuant to the Agriculture Retention and Development Act, N.J.S.A. 4:1C-11, et seq., (hereinafter the "Act"), and the regulations promulgated thereunder at N.J.A.C. 2:76-5 et seq., (hereinafter the "Regulations"); and

WHEREAS, beginning in 2007, the State Agriculture Development Committee (SADC) required that each county in the State of New Jersey adopt a Comprehensive Farmland Preservation Plan for participation in the County Planning Incentive Grant Program and N.J.A.C. 2:76-17 set forth the minimum required components of the Plan; and

WHEREAS, the Gloucester County Office of Land Preservation, in cooperation with the Land Conservancy of New Jersey (formally the Morris Land Conservancy), undertook the task to develop the Gloucester County Comprehensive Farmland Preservation Plan ("the Plan"), with said Plan receiving final approval by the SADC on May 29, 2008; and

WHEREAS, since its adoption, the County has utilized the Plan as one of the primary components in targeting its farmland preservation efforts, and the County Office of Land Preservation, in cooperation with the Land Conservancy of New Jersey, recently completed the task of updating the Gloucester County Comprehensive Farmland Preservation Plan; and

WHEREAS, as part of the update to the Plan, the Office of Land Preservation also updated the County's Agriculture Development Area to more accurately reflect the areas to be targeted for farmland preservation initiatives based on a parcel-by-parcel evaluation, and to better reflect future County and municipal planning goals in the updated Plan.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders that it grants its approval of the 2015 update to the Gloucester County Comprehensive Farmland Preservation Plan.

ADOPTED at the regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Monday, December 28, 2015, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

CHAD M. BRUNER,
ADMINISTRATOR/CLERK OF THE BOARD

**RESOLUTION AUTHORIZING AN ADDENDUM TO THE CONTRACT
WITH TRACK GROUP ADDING FIVE (5) SMART PHONES AT NO COST**

WHEREAS, the Board of Chosen Freeholders of the County of Gloucester adopted a Resolution on July 8, 2015, authorizing the execution of a Contract between the County of Gloucester and Track Group, with offices at 1215 Lakeview Ct., Romeoville, IL 60446, for the provision of active GPS tracking home electronic detention system with victim alerts for the Department of Correctional Services, as per PD# 015-023; and

WHEREAS, the existing Contract was from July 8, 2015 to July 7, 2017 for no cost to the County as the offender compensates Track Group directly; and

WHEREAS, an additional five (5) smart phones are needed for the on call supervisors to track inmates for the term of the contract at no cost to the County; and

WHEREAS, all terms and provisions of the original Contract that are not amended herein shall remain in full force and effect.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that the Director of the Board be and is hereby authorized to execute and the Clerk of the Board be and is hereby authorized to attest to an Addendum to the Contract between the County of Gloucester and Track Group to add five (5) smart phones for the term of the contract at no cost to the County.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Monday, December 28, 2015, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

**CHAD M. BRUNER,
ADMINISTRATOR/CLERK OF THE BOARD**

Addendum to Add Deliverable(s) to SA Contract PD# 15-023

Between

SecureAlert, Inc., d.b.a Track Group and Gloucester County Department of Corrections

Effective (DECEMBER 15, 2015) and pursuant to SA Contract PD#015-023 entered into between SecureAlert, Inc., d.b.a. Track Group, and Gloucester County Department of Corrections, the parties agree that the rates set forth shall designate five (5) smart phones at no charge to Lessee for the term of the contract.

With the exception of the above-stated amended paragraph, it is understood and agreed that all other terms and conditions forming a part of the original contract, as previously amended or renewed, (if any), shall remain in full force and effect.

IN WITNESS WHEREOF, each of the parties has executed this amendment as of the data and year first set forth above.

Please indicate your approval of the above-stated amendment by signing below and returning two (2) signed originals of this amendment to Track Group, 1215 W. Lakeview Court, Romeoville, IL 60446. We will return one (1) fully executed copy to you for your file.

Lessor:
Track Group
1215 W. Lakeview Court
Romeoville, IL 60446
Contact Phone (877) 260-2010

Lessee:
Gloucester County

X _____
Printed Name: _____
Title _____
Email address _____
Date Signed _____

X _____
Robert M. Damminger,
Freeholder Director

Date Signed _____

RESOLUTION RATIFYING THE GLOUCESTER COUNTY PROSECUTOR'S CONTINUATION OF A MEMORANDUM OF UNDERSTANDING WITH THE UNITED STATES SECRET SERVICE FOR THE FUNDING OF THE ELECTRONIC CRIMES TASK FORCE IN GLOUCESTER COUNTY IN THE AMOUNT OF \$10,000.00 FROM OCTOBER 1, 2015 TO SEPTEMBER 30, 2016

WHEREAS, the Gloucester County Prosecutor desires to continue to receive funding from the United States Secret Service, to provide funding for the Electronic Crimes Task Force in Gloucester County; and

WHEREAS, the Board of Chosen Freeholder of the County of Gloucester deems this to be beneficial to the citizens of the County of Gloucester; and

WHEREAS, the Gloucester County Prosecutor's Office reviewed all data supplied or to be supplied in a Memorandum of Understanding and in its attachments, and certifies to the Board of Chosen Freeholders of the County of Gloucester that all data contained in the Memorandum of Understanding and in its attachments is true and correct; and

WHEREAS, the Gloucester County Prosecutor's Office has signed the Memorandum of Understanding and has submitted the Memorandum of Understanding to the Department of Human Services for review, and said agency has approved said application, and the Board of Chosen Freeholders of the County of Gloucester understands and agrees that any grant received as a result of the application will be subject to the grant conditions and other policies, regulations and rules issued by the United States Secret Service; and

WHEREAS, the Gloucester County Board of Chosen Freeholders acknowledges that it is anticipated that the amount of the funds to be requested is \$10,000.00, from October 1, 2015 to September 30, 2016.

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

1. That the Gloucester County Board of Chosen Freeholders hereby ratifies the Gloucester County Prosecutor's continuation of the Memorandum of Understanding in connection with the funding of the Electronic Crimes Task Force in Gloucester County by the United States Secret Service in the amount of \$10,000.00 from October 1, 2015 to September 30, 2016.
2. That the Board of Chosen Freeholders hereby confirms that it shall comply with all applicable regulations of the funding authority as referred to above and shall provide any necessary additional assurances as may be required.
3. That the Freeholder Director and the Clerk of the Board are hereby authorized to execute any and all documents necessary to complete the process of acquiring and applying the funds.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, State of New Jersey held on Monday, December 28, 2015 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

CHAD M. BRUNER,
ADMINISTRATOR/CLERK OF THE BOARD

RESOLUTION AUTHORIZING THE REVISED GRANT PERIOD FOR THE COUNTY PROSECUTOR LED MENTAL HEALTH DIVERSIONARY PROGRAM GRANT

WHEREAS, the Gloucester County Prosecutor adopted a Resolution on November 24, 2015 through the Office of the Attorney General, for the Prosecutor-Led Mental Health Pilot Program Grant, from April 1, 2016 to March 31, 2018. The grantor has requested the grant period be revised to January 1, 2016 to December 31, 2017; and

WHEREAS, the Board of Chosen Freeholder of the County of Gloucester deems this to be beneficial to the citizens of the County of Gloucester; and

WHEREAS, the Gloucester County Prosecutor's Office reviewed all data supplied or to be supplied in the application and in its attachments, and certifies to the Board of Chosen Freeholders of the County of Gloucester that all data contained in the application and in its attachments is true and correct; and

WHEREAS, the Gloucester County Board of Chosen Freeholders acknowledges that the amount of the grant funds to be requested is \$150,000.00, with matching funds in the amount of \$50,000, for a total amount of \$200,000, from January 1, 2016 to December 31, 2017.

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

1. The Freeholder Director is hereby authorized to execute any and all documents in connection with the filing of the grant application with the Office of the Attorney General for the Prosecutor Led Mental Health Pilot Program Grant, in the amount of \$150,000.00 with a matching funds of \$50,000.00, for a total amount of \$200,000.00, from January 1, 2016 to December 31, 2017.
2. The Board of Chosen Freeholders hereby confirms that it shall comply with all applicable regulations of the granting authority as referred to above and shall provide any necessary additional assurances as may be required.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Monday, December 28, 2015 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

CHAD M. BRUNER,
ADMINISTRATOR/CLERK OF THE BOARD

RESOLUTION AUTHORIZING AN AGREEMENT WITH THE NJ DEPARTMENT OF COMMUNITY AFFAIRS FOR RECEIPT OF THE LOW INCOME HOME ENERGY ASSISTANCE (LIHEAP) CWA ADMINISTRATION GRANT FROM OCTOBER 1, 2015 TO SEPTEMBER 30, 2016 IN THE AMOUNT OF \$8,712.00

WHEREAS, the NJ Department of Community Affairs provides grant funds through the Low Income Home Energy Assistance Program (LIHEAP) to assist with the administrative costs of administering the intake and eligibility determination of prospective beneficiaries of LIHEAP, including the accurate input of verified client information into the Family Assistance Management Information System; and

WHEREAS, the County has been awarded a LIHEAP CWA Administration grant in the amount of \$8,712.00; and

WHEREAS, receipt of the grant is subject to execution of grant agreement #2016-05139-0100-00 with the New Jersey Department of Community Affairs for LIHEAP CWA Administration Fiscal Year 2016 (October 1, 2015, through September 30, 2016), for the total amount of \$8,712.00; and

WHEREAS, the grant will be administered by the County Division of Social Services.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that the Freeholder Director be and is hereby authorized to execute, and the Clerk of the Board be and is hereby authorized to attest to, grant agreement #2016-05139-0100-00 with the New Jersey Department of Community Affairs for the Low Income Home Energy Assistance Program for CWA Administration Fiscal Year 2016 for the total amount of \$8,712.00.

BE IT FURTHER RESOLVED that the Board of Chosen Freeholders hereby confirms that it shall comply with all applicable regulations of the granting authority, and shall utilize the funds pursuant to the terms of said agreement for the hereinabove purposes.

BE IT FUTHER RESOLVED that the Gloucester County Division of Social Services shall be responsible for grant implementation.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Monday, December 28, 2015, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

**CHAD M. BRUNER,
ADMINISTRATOR/CLERK OF THE BOARD**



State of New Jersey
DEPARTMENT OF COMMUNITY AFFAIRS
101 SOUTH BROAD STREET
PO BOX 801
TRENTON, NJ 08625-0801

CHRIS CHRISTIE
Governor

KIM GUADAGNO
La Gouverneur

CHARLES A. RICHMAN
Commissioner

November 20, 2015

[Via Email: rdamminger@co.gloucester.nj.us]

The Honorable Robert M. Dammingier
Freeholder Director, Gloucester County
2 South Broad Street
Woodbury, NJ 08096-4604

Dear Freeholder Director Dammingier:

On behalf of Governor Chris Christie and the New Jersey Department of Community Affairs, I am pleased to inform you that Gloucester County will receive a LIHEAP CWA Administration grant of \$6,712. This award will provide funds to administer the intake and eligibility determination of prospective beneficiaries of the LIHEAP program, including the accurate input of verified client information into the Family Assistance Management Information System.

Provision of such financial assistance is subject to appropriate execution of a grant/loan agreement with the Department and compliance by Gloucester County with the terms, conditions and requirements set forth therein. Expenditures incurred prior to receipt of the executed grant agreement are incurred solely at the risk of the grant recipient should funding not be available to support this award. If you have any questions regarding this funding, please do not hesitate to contact the Department of Community Affairs' Division of Housing and Community Resources at (609) 984-6670.

I would like to extend my best wishes for this most worthwhile project and its successful completion.

Sincerely,

A handwritten signature in cursive script, reading "Charles A. Richman".

Commissioner

[Go to Start Menu](#)

VIEW/EDIT GRANT INFORMATION

Instructions: Please complete the information below. For further instructions, please click the Help icon in the upper right hand corner of the page.

[Go to Application Menu](#)

[Go to Grant Status History](#)

Grant Information

Grantee: Gloucester County	Grant Number: 2016-05139-0100-00
Vendor #: 216000660-99	Grant Term: 10/1/2015 - 9/30/2016
Program: LIHEAP CWA Administration 2016	Award Amount: \$8,712.00
Program Year: 2016	GO's: View

[Contacts](#)

[General Information](#) [Work Plan](#) [Report Periods](#) [Contract Information](#) [Grant Conditions](#)

Grant Information

[Edit](#)

Grant Title	2016 Gloucester County LIHEAP CWA Administration
Grant Description Complete this sentence: This award will provide funds...	to administer the intake and eligibility determination of prospective beneficiaries of the LIHEAP program, including the accurate input of verified client information into the Family Assistance Management Information System.
Term Begin Date	10/1/2015
Term End Date	9/30/2016
Legal Approval Required?	
Legal Approval Date	
Legal Approval Upload (Upload File)	

[Edit](#)

Thank you.

Fidel E. Ekhelari
NJ Department of Community Affairs
Office of Home Energy Assistance
101 S. Broad Street, 5th Floor,
P. O. Box 811
Trenton, NJ 08625-0811
(609) 292-4073 (Direct Line)
(609) 292 9798 (Fax)

RESOLUTION AUTHORIZING AMENDMENTS TO CONTRACTS FOR PROGRAMS ADMINISTERED BY THE COUNTY DIVISION OF DISABILITY SERVICES

WHEREAS, there are presently in effect contracts with providers, specified below, for the year 2015 pursuant to RFP # 11-009 for various addiction services for the benefit of residents of Gloucester County. These contracts are administered by the County Division of Disability Services; and

WHEREAS, the funds for the aforesaid contracts are State grant funds; and

WHEREAS, it has become necessary to amend these contracts in order to provide the appropriate amount of funding for the services of each provider for the balance of the contract term; and

WHEREAS, the contracts that are subject to these amendments are as follows:

- A contract with Maryville, Inc., with offices at 1903 Grant Avenue, Williamstown, NJ 08094, for various inpatient in residential treatments, in an amount not to exceed \$220,582.00. This amendment will increase the contract amount by \$8,000.00 resulting in a new contract amount not to exceed \$228,582.00;
- A contract with Wounded Healer, Inc., with offices located at 8 North Broadway, 2nd Floor, Pitman, NJ 08071, for addiction rehabilitation, outpatient treatment and counseling, in an amount not to exceed \$29,450.00. This amendment shall decrease the contract amount by \$8,000.00 resulting in a new contract amount not to exceed \$21,450.00; and

WHEREAS, the contract amendments shall be for the remainder of the term, to December 31, 2015. These contracts are open ended, which does not obligate the County of Gloucester to make any purchase; and, therefore, no Certificate of Availability of Funds is required at this time; and

WHEREAS, all other terms and provisions of the contracts will remain in full force and effect.

NOW, THEREFORE BE IT RESOLVED, that the Freeholder Director is hereby authorized to execute, and the Clerk of the Board is hereby authorized to attest to, amendments to the respective contracts with: Maryville, Inc., in the total amount not to exceed \$228,582.00; and Wounded Healer, Inc., in the total amount not to exceed \$21,450.00; and

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

ADOPTED at a regular meeting of the Gloucester County Board of Chosen Freeholders held on Monday, December 28, 2015, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

**CHAD M. BRUNER,
ADMINISTRATOR/CLERK OF THE BOARD**

AMENDMENT TO CONTRACT BETWEEN
MARYVILLE, INC.
AND
COUNTY OF GLOUCESTER

THIS is an amendment to a contract entered into on the 16th day of February, 2011 (Per RFP #11-009), and the final extension exercised on January 1, 2015, by and between Maryville, Inc. and the County of Gloucester.

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

The Contract is amended for an increase in funds for the remainder of the 2015 term, until December 31, 2015. This amendment will increase the 2015 contract amount of \$220,582.00 by \$8,000.00, resulting in new contract amount not to exceed \$228,582.00. The original contract amount (February 16, 2011) was \$177,000.00, and thus this amendment increases the original contract amount by \$51,582.00

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

THIS ADDENDUM is effective as of the 28th day of December, 2015.

ATTEST:

COUNTY OF GLOUCESTER

CHAD M. BRUNER,
ADMINISTRATOR/CLERK OF THE BOARD

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

MARYVILLE, INC.

KENDRIA MCWILLIAMS,
EXECUTIVE DIRECTOR

**AMENDMENT TO CONTRACT BETWEEN
WOUNDED HEALER, INC.
AND
COUNTY OF GLOUCESTER**

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THIS is an amendment to a contract entered into on the 16th day of February, 2011 (Per RFP #11-009), and the final extension exercised on January 1, 2015, by and between Wounded Healer, Inc. and the County of Gloucester.

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

The Contract is amended to decrease funds for the remainder 2015 term to December 31, 2015. This amendment will decrease the 2015 contract amount of \$29,450.00 by \$8,000.00, resulting in new contract amount not to exceed \$21,450.00. The original contract amount (February 16, 2011) was \$33,450.00, and thus this amendment decreases the original contract amount by \$12,000.00.

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

THIS ADDENDUM is effective as of the 28th day of December, 2015.

ATTEST:

COUNTY OF GLOUCESTER

**CHAD M. BRUNER,
ADMINISTRATOR/CLERK OF THE BOARD**

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

WOUNDED HEALER, INC.

**JACQUELINE J. SWIFT,
EXECUTIVE DIRECTOR**