

AGENDA

6:30 p.m. Wednesday, December 7, 2016

Call to Order

Salute to the flag

Open Public Meetings Statement

Roll Call

Changes to the Agenda

Approval of the regular meeting minutes from November 22, 2016.

P-1 Proclamation in honor and Recognition of Jim Six for his exceptional work and service to the County of Gloucester as an award winning Journalist, Writer, Musician and Photographer. (Chila) (Previously presented)

P-2 Proclamation commemorating the 50th Anniversary of the Vietnam War (Chila) (Previously presented)

P-3 Proclamation in Honor of The Gloucester County Mayor's Prayer Breakfast 25th Anniversary Celebration (Jefferson) (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 SETTING FORTH DATE, TIME AND LOCATION FOR THE ANNUAL REORGANIZATION MEETING ON JANUARY 6, 2017 AT 6:00 P.M., IN THE CEREMONIAL COURTROOM.

N.J.S.A. 40:20-75 mandates that the Board of Chosen Freeholders conduct an annual reorganization meeting and shall set the time and date by Resolution.

A-2 RESOLUTION AUTHORIZING A CONTRACT WITH MUNIDEX, INC. FROM DECEMBER 7, 2016 TO MARCH 31, 2017 IN AN AMOUNT NOT TO EXCEED \$55,000.00.

This Resolution authorizes a contract with Munidex, Inc from December 7, 2016 to March 31, 2017 in an amount not to exceed \$55,000.00 as per PD-016-064 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. This contract is for estimated units of service and therefore is an open-ended contract which does not require a Certificate of Availability of Funds.

A-3 RESOLUTION AUTHORIZING A CONTRACT WITH PICTOMETRY INTERNATIONAL CORPORATION FROM DECEMBER 7, 2016 TO DECEMBER 6, 2017 FOR \$33,516.00.

This Resolution authorizes a contract with Pictometry International Corporation for updates to propriety software for digital aerial imaging for the Gloucester County Office of Assessment from December 7, 2016 to December 6, 2017 for a total amount of \$33,516.00. CAF#16-10545 has been obtained to certify funds.

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

**FREEHOLDER CHILA
FREEHOLDER SIMMONS**

**DEPARTMENT OF ECONOMIC DEVELOPMENT
& PUBLIC WORKS**

**FREEHOLDER SIMMONS
FREEHOLDER CHRISTY**

C-1 RESOLUTION AUTHORIZING CHANGE ORDER INCREASE #04 WITH JPC GROUP, INC.

This Resolution will authorize a Contract Change Order Increase #04 with JPC Group, Inc., with an office address of 228 Blackwood-Barnsboro Road, Blackwood, NJ 08012, for \$14,438.70 for the project "Gloucester County Bridge Rehabilitation & Maintenance Project at ten (10) locations throughout the County of Gloucester," Engineering Project #13-10SA, for an increase in various items and additional supplemental items S-14 and S-15, resulting in a new contract amount of \$2,262,057.63. CAF# 15-03116 has been obtained to certify funds.

C-2 RESOLUTION AUTHORIZING MODIFICATION #02 TO COST REIMBURSEMENT AGREEMENT 2015-DT-BLA-FEP-421 WITH THE NEW JERSEY DEPARTMENT OF TRANSPORTATION TO INCREASE FUNDING BY \$15,000.00.

This Resolution authorizes and approves an Agreement Modification #02 Increase by \$15,000.00 for the Funds Exchange Program (TTF) Cost Reimbursement Authorization/Agreement between the State of New Jersey and the County of Gloucester for an amount of \$572,000.00 for the "Proposed Resurfacing and Safety Improvements to Holly Avenue, County Route 624 from Broadway (CR553A) to Delsea Drive, State Route 47 in the Borough of Pitman, Engineering Project 15-02FA, Agreement No. 2015-DT-BLA-FEP-421. This project is 100% State funded.

C-3 RESOLUTION AUTHORIZING PURCHASES AND MAINTENANCE SERVICES FOR CERTAIN COUNTY VEHICLES FROM CUMBERLAND TIRE CENTER, INC. AND FIRESTONE STORE THROUGH STATE CONTRACTS FROM DECEMBER 7, 2016 TO DECEMBER 6, 2017 IN AN AMOUNT NOT TO EXCEED \$80,000.00.

The County, Division of Fleet Management has a need to purchase tires, tubes and services including maintenance and repair of certain County vehicles, particularly police vehicles, passenger vehicles, light, medium and heavy duty trucks, buses and industrial equipment. This Resolution will authorize said purchase through State Contract #A82527 and #A82528 from Cumberland Tire Center, Inc. of 9 Washington Street, Bridgeton, NJ 08302, and Firestone Store of 690 N. Delsea Drive, Glassboro, NJ 08028 from December 7, 2016 to December 6, 2017 in an amount not to exceed \$80,000.00.

DEPARTMENT OF EDUCATION

**FREEHOLDER BARNES
FREEHOLDER JEFFERSON**

**DEPARTMENT OF PARKS &
LAND PRESERVATION**

**FREEHOLDER DIMARCO
FREEHOLDER CHILA**

**DEPARTMENT OF BUILDINGS &
GOVERNMENT SERVICES**

**FREEHOLDER CHRISTY
FREEHOLDER DIMARCO**

F-1 RESOLUTION AUTHORIZING GLOUCESTER COUNTY SHERIFF DEPARTMENT K-9 TRANSFER AGREEMENT BETWEEN THE COUNTY AND ANTHONY DECICCO.

The County owns a K-9 named "Nomad", who was born on September 16, 2006 before being imported by Connecticut K-9 and purchased for use by the County Sheriff's Department. In conjunction with his handler, Sergeant Anthony DeCicco, Noman has diligently served the County and his abilities have been invaluable to the Gloucester County law enforcement community. Nomad has now reached an age that his health has begun to decline, so that his capacity to do police work at an acceptable level is no longer there. As such, it has become necessary for Nomad to retire from service, and Sergeant DeCicco desires to take ownership and possession of Nomad, and the County desires to divest itself of ownership, possession and vicarious and direct liability for Nomad. The County now desires to transfer ownership and possession of Nomad under and pursuant the aforesaid SOP to his handler, Sergeant Anthony DeCicco for the sum of One Dollar (\$1.00), and for the waiver and release of any and all liability that may relate to said K-9 once ownership and possession has been transferred. The agreement attached to the Resolution provides for the terms and conditions under which Nomad would be transferred to Mr. DeCicco.

**DEPARTMENT OF HEALTH &
HUMAN SERVICES**

**FREEHOLDER JEFFERSON
FREEHOLDER BARNES**

Old Business

New Business

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

Adjournment

MINUTES

6:00 p.m. Tuesday, November 22, 2016

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 ---Resolution F-1 was modified to reflect additional items that were awarded to the contract with Camden Bag & Paper, Co. The contract award amount was not affected.

Approval of the regular meeting minutes from November 9, 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

50185 Proclamation honoring George and Louise Lucas 2016 Distinguished Service to Agriculture (DiMarco) (Previously presented)

50186 Proclamation honoring Tom Beaver as the recipient of the 2016 Special Service to Agriculture award. (DiMarco) (Previously presented)

50187 Proclamation recognizing Doughty's Furniture and Mattress on its 70th Year in Business (1946-2016) (Simmons) (Previously presented)

50188 Proclamation recognizing Family Promise Interfaith Hospitality Network of Gloucester County for over a decade of exemplary service in helping families achieve sustainable independence. (Jefferson) (Previously presented)

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

OPEN

	Motion	Second	Yes	No	Abstain
Chila	X		X		
Barnes			X		16-1036; 16-09287; 16-08393
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

50189 RESOLUTION AUTHORIZING APPROVAL OF THE BILL LISTS FOR THE MONTH OF NOVEMBER, 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

50190 RESOLUTION PROVIDING FOR THE INSERTION OF SPECIAL ITEMS OF REVENUE INTO THE 2016 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

50191 RESOLUTION URGING GOVERNOR CHRIS CHRISTIE AND THE NJ STATE LEGISLATURE TO PROPERLY ALLOCATE "911 SYSTEM AND EMERGENCY TRUST FUND ACCOUNT (FUND)" MONIES TO COUNTY AND MUNICIPAL 911 CENTERS AS REQUIRED UNDER FEDERAL LAW.

	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

50192 RESOLUTION AUTHORIZING APPLICATION TO DEPARTMENT OF LAW & PUBLIC SAFETY, DIVISION OF NJ STATE POLICE AND ACCEPTANCE OF FY2016 EMERGENCY MANAGEMENT AGENCY ASSISTANCE GRANT, IN THE TOTAL AMOUNT OF \$110,000.00 WHICH REQUIRES AN IN-KIND MATCH OF \$55,000.00, FROM JULY 1, 2016 TO JUNE 30, 2017.

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

Comments: N/A

50193 RESOLUTION AUTHORIZING THE ACCEPTANCE OF THE FFY 2016 HOMELAND SECURITY GRANT PROGRAM FROM THE NEW JERSEY OFFICE OF HOMELAND SECURITY AND PREPAREDNESS IN THE AMOUNT OF \$206,435.54 WITH A FUNDING PERIOD FROM SEPTEMBER 1, 2016 TO AUGUST 31, 2019.

	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**

50194 RESOLUTION AUTHORIZING A CONTRACT WITH THE NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT FOR EMPLOYMENT AND TRAINING SERVICES FROM JULY 1, 2016 TO JUNE 30, 2017 FOR \$4,229,053.00.

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

Comments: N/A

50195 RESOLUTION AUTHORIZING THE EXECUTION OF HUD FORM ENTITLED REQUEST FOR RELEASE OF FUNDS AND CERTIFICATION (7015.15) AND ANY OTHER REQUISITE DOCUMENT NECESSARY TO FACILITATE THE AFFORDABLE HOUSING DEVELOPMENT OF CAMP SALUTE WITH PROJECT BASED VOUCHERS IN THE BOROUGH OF CLAYTON.

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

Comments: N/A

50196 RESOLUTION AUTHORIZING MUNICIPAL AGREEMENTS FOR PUBLIC FACILITIES PROJECTS USING COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS FROM NOVEMBER 22, 2016 TO NOVEMBER 21, 2017.

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

Comments: N/A

50197 RESOLUTION AUTHORIZING CONSENT TO THE PROPOSED WATER QUALITY MANAGEMENT (WQM) PLAN AMENDMENT ENTITLED SMITHFIELD ESTATES.

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

Comments: N/A

50198 RESOLUTION OF CONSENT TO BOROUGH OF CLAYTON ORDINANCE NO. 22-2016 CREATING NO PARKING ZONES ALONG COUNTY ROUTE 610 (EAST ACADEMY STREET) AND COUNTY ROUTE 655 (FRIES MILL ROAD) WITHIN DESIGNATED AREAS.

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

Comments: N/A

50199 RESOLUTION AUTHORIZING THE PURCHASE OF FIVE PANASONIC CF-20 TABLETS AND TABLET MOUNTING EQUIPMENT FROM WIRELESS C&E, INC. THROUGH STATE CONTRACT FOR A TOTAL AMOUNT OF \$23,371.65.

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

Comments: N/A

50200 RESOLUTION AUTHORIZING THE PURCHASE OF ONE (1) 2017 VOLVO MC110C SKID STEER LOADER FROM PENN JERSEY MACHINERY, LLC FOR \$40,713.00.

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

Comments: N/A

50201 RESOLUTION AUTHORIZING A TWO-YEAR EXTENSION OF CONTRACT WITH GOOD DEAL TRANSMISSIONS, INC. FROM DECEMBER 3, 2016 TO DECEMBER 2, 2018 IN AN AMOUNT NOT TO EXCEED \$25,000.00 PER YEAR.

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

Comments: N/A

50202 RESOLUTION AUTHORIZING THE SALE OF A STREET SWEEPER TO THE BOROUGH OF CLAYTON FOR \$8,000.00.

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

Comments: N/A

50203 RESOLUTION AUTHORIZING PROFESSIONAL SERVICES CONTRACT WITH ADAMS, REHMANN & HEGGAN ASSOCIATES, INC. FOR \$88,800.00

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

Comments: N/A

DEPARTMENT OF EDUCATION

**FREEHOLDER BARNES
FREEHOLDER JEFFERSON**

**DEPARTMENT OF PARKS &
LAND PRESERVATION**

**FREEHOLDER DIMARCO
FREEHOLDER CHILA**

DEPARTMENT OF BUILDINGS & GOVERNMENT SERVICES

**FREEHOLDER CHRISTY
FREEHOLDER DIMARCO**

50204 RESOLUTION AUTHORIZING CONTRACTS WITH CAMDEN BAG & PAPER CO., LLC, OFFICE BASICS, INC., AND DAVE'S CLEANING SERVICE, INC., DBA GENERAL CHEMICAL & SUPPLY, FROM NOVEMBER 7, 2016 TO NOVEMBER 6, 2018 IN AN AMOUNT NOT TO EXCEED \$45,000.00 PER VENDOR PER YEAR.

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

Comments: N/A

50205 RESOLUTION AUTHORIZING GRANT APPLICATION TO THE NJ DIVISION OF CRIMINAL JUSTICE, OFFICE OF VICTIM-WITNESS ADVOCACY AND ACCEPTANCE OF THE SEXUAL ASSAULT RESPONSE TEAM/FORENSIC NURSE EXAMINERS GRANT IN THE AMOUNT OF \$87,832.00, WITH AN IN-KIND MATCH OF \$85,864.00, FOR A TOTAL AMOUNT OF \$173,696.00, FROM OCTOBER 1, 2016 TO SEPTEMBER 30, 2017.

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

Comments: N/A

50206 RESOLUTION AUTHORIZING MEMORANDUM OF UNDERSTANDING WITH ATLANTIC COUNTY FOR UTILIZATION OF A PISTOL RANGE FACILITY.

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

Comments: N/A

50207 RESOLUTION AUTHORIZING GLOUCESTER COUNTY SHERIFF DEPARTMENT K-9 TRANSFER AGREEMENT BETWEEN THE COUNTY OF GLOUCESTER AND KEVIN LAUER.

	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**

50208 RESOLUTION AUTHORIZING THE SUBMISSION OF FY2018 MUNICIPAL ALLIANCE PLAN AND GRANT APPLICATION TO THE GOVERNOR'S COUNCIL ON ALCOHOLISM AND DRUG ABUSE IN THE AMOUNT OF \$391,915.00.

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

Comments: N/A

50209 RESOLUTION AUTHORIZING THE COUNTY TO APPLY FOR AND TO ENTER INTO AN AGREEMENT WITH THE NEW JERSEY DEPARTMENT OF HUMAN SERVICES, DIVISION OF DISABILITY SERVICES FOR THE RENEWAL OF THE PERSONAL ASSISTANCE SERVICES PROGRAM GRANT FROM JANUARY 1, 2017 TO DECEMBER 31, 2017 IN THE AMOUNT OF \$435,000.00.

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

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

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

Comments: N/A

Time: 6:12 pm

Gloucester County

Board of Chosen Freeholders

Proclamation

In Honor and Recognition Of Jim Six

WHEREAS, the Gloucester County Board of Chosen Freeholders would like to take this time to honor and recognize **Jim Six** for his exceptional work and service to the County of Gloucester as an award winning Journalist, Writer, Musician, and Photographer; and

WHEREAS, **Jim** became a resident of New Jersey in 1981 and worked at the Gloucester County/South Jersey Times for 29 years as a Columnist, Reporter and Feature Writer. A highly respected journalist, **Jim** covered government, police, fire, and military affairs; and was considered by many to be the "dean" of local journalists; and

WHEREAS, **Jim** served in the Pennsylvania Army National Guard from 1966 to 1972 and was activated with the Regular Army and draftees at Fort Gordon, Augusta, Georgia and Fort Jackson, Columbia, South Carolina. **Jim** trained as a Radio Telegraph Operator and later became a Cook; and

WHEREAS, **Jim** has worked diligently to return military IDs to the families of Vietnam Veterans. He began "*The Dog Tag Project*" where over 400 Dog Tags have been rescued and several returned to Veterans and their families around the country; and

WHEREAS, **Jim** has many devoted interests in the community of Woodbury Heights. He has featured Woodbury Heights in many columns and has provided support to their community with his involvement with our local Veterans. For over 11 years **Jim** has been a loyal guest and inspiring speaker at their community events honoring our Military; and

WHEREAS, by Order of Mayor & Council on October 15, 2016, **Jim Six** an Advocate For All Veterans is hereby Declared: Son, Brother, Friend, Neighbor and Honorary Citizen of the Borough of Woodbury Heights; and

NOW, THEREFORE, BE IT PROCLAIMED, that I, Robert M. Damminger, as Director, and on behalf of the 2016 Gloucester County Board of Chosen Freeholders, Giuseppe (Joe) Chila, Lyman Barnes, Daniel Christy, Frank J. DiMarco, James B. Jefferson and Heather Simmons congratulate **Jim Six** on a life well lived, a distinguished journalist career, and wish to express both praise and thanks for his many years of service to Gloucester County Veterans.

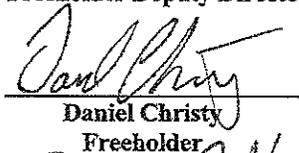
IN WITNESS WHEREOF, the Director and Clerk have caused these presents to be executed and the seal of the County of Gloucester to be affixed this 5th day of November, 2016.



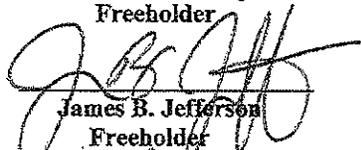
Robert M. Damminger
Freeholder Director



Giuseppe (Joe) Chila
Freeholder Deputy Director



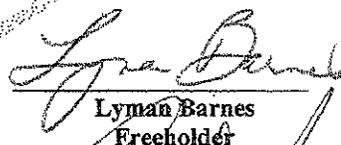
Daniel Christy
Freeholder



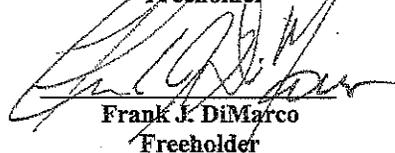
James B. Jefferson
Freeholder

Attest: 

Chad M. Bruner
Administrator/Clerk of the Board



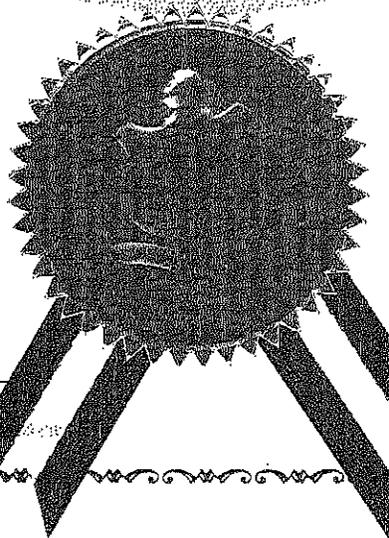
Lyman Barnes
Freeholder



Frank J. DiMarco
Freeholder



Heather Simmons
Freeholder



Gloucester County

Board of Chosen Freeholders

Proclamation

COMMEMORATION OF THE 50TH ANNIVERSARY OF THE VIETNAM WAR

WHEREAS, the County of Gloucester wishes to join with the Federal Government, sister counties, private organizations, and communities across the State of New Jersey in the Commemoration of the 50th Anniversary of the Vietnam War; and

WHEREAS, direct involvement by United States military personnel officially began with the deployment of 2500 Marines in March, 1965 in South Vietnam and grew significantly as the conflict grew over time. By the official end of the Vietnam War in May of 1975, nearly 3 million American servicemen and women had been on the ground, air and sea serving in some capacity during the conflict. On the occasion of the 50th Anniversary Commemoration all Americans should both remember and honor the men and women who served their country and the cause of freedom, especially the 58, 260 American heroes who paid the ultimate sacrifice; and

WHEREAS, over 280,000 residents of New Jersey saw duty during the Vietnam War, 1512 brave patriots were Killed In Action, 42 heroes are still listed as Missing In Action. We note with both sadness and pride that 44 of these heroes were Sons of Gloucester County; and

WHEREAS, let us all be reminded that freedom is not free and it is only through the bravery and dedication of our men and women in uniform that ensures America remains free. Let us also remember and honor the service and sacrifice of all military personnel who served their country during the Vietnam conflict, a troubled period in our nation's history during which those that wore the uniform were not always afforded the respect and honor that was their due. We now honor your service and sacrifice on behalf of the cause of freedom; and

NOW THEREFORE, BE IT PROCLAIMED, that I, Robert M. Damminger, as Director, and on behalf of the 2016 Gloucester County Board of Chosen Freeholders, Giuseppe (Joe) Chila, Lyman Barnes, Daniel Christy, Frank J. DiMarco, James B. Jefferson and Heather Simmons recognize on this Veterans Day, November 11, 2016 through November 11, 2025 as the Commemoration of the 50th Anniversary of the Vietnam War in Gloucester County, New Jersey.

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 11th day of November, 2016.

Giuseppe (Joe) Chila
Freeholder Deputy Director

Robert M. Damminger
Freeholder Director

Lyman Barnes
Freeholder

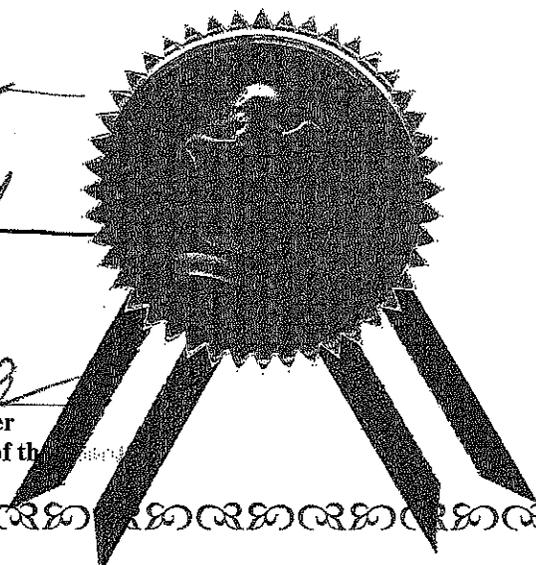
Daniel Christy
Freeholder

Frank J. DiMarco
Freeholder

James B. Jefferson
Freeholder

Heather Simmons
Freeholder

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



Gloucester County

Board of Chosen Freeholders Proclamation

~In HONOR of~

**The Gloucester County Mayor's Prayer Breakfast
25th Anniversary Celebration**

December 1, 2016

WHEREAS, the Gloucester County Board of Chosen Freeholders would like to take this time to honor and recognize The Gloucester County Mayor's Prayer Breakfast on its 25th Anniversary. A special celebration will be held on Thursday December 1, 2016 to honor and commemorate the founding which has served as a beacon of community, unity and prayer since its inception; and

WHEREAS, in 1992, The Gloucester County Mayor's Prayer Breakfast began as a dream in the minds of Mark Parker, Jim Watson and Greg Jones. The trio had begun the Christian Emphasis Committee at the YMCA and saw a need for business networking events that incorporated a spiritual element. Using the Presidential Prayer Breakfast as a model, they began hosting The Gloucester County Mayor's Prayer Breakfast in 1992; and

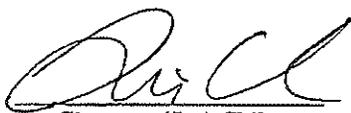
WHEREAS, The Gloucester County Mayor's Prayer Breakfast purpose is to bring the business and political community together for unity and prayer. Party affiliation has no bearing, the goal is to come together and partner to pray for the community. Over the 25 years, the prayer breakfast has grown from 65 attendees to over 350 attendees in 2016; and

WHEREAS, every year, The Gloucester County Mayor's Prayer Breakfast honors a business owner who is strong in their faith in God and a leader who actively uses Biblical principles to run their business. The Gloucester County Mayor's Prayer Breakfast raises up the Word of God each year and reinforces the practical and full of life managing principles; and

NOW THEREFORE, BE IT PROCLAIMED, that I, Robert M. Damming, as Director, and on behalf of the 2016 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 The Gloucester County Mayor's Prayer Breakfast on celebrating its 25th Year Anniversary and for bringing the community together for a common purpose of spiritual unity.

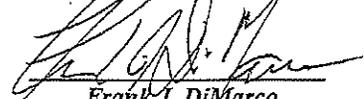
IN WITNESS WHEREOF, the Director and Clerk have caused these presents to be executed and the seal of the County of Gloucester to be affixed this 1st day of December, 2016.

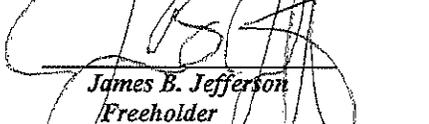

Robert M. Damming
Freeholder Director

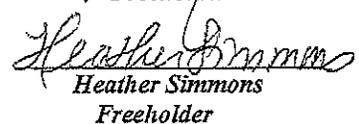

Giuseppe (Joe) Chila
Freeholder Deputy Director

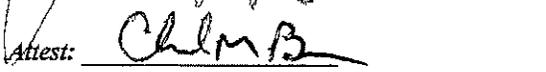

Lyman Barnes
Freeholder


Daniel Christy
Freeholder


Frank J. DiMarco
Freeholder


James B. Jefferson
Freeholder


Heather Simmons
Freeholder

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

A-1

**RESOLUTION SETTING FORTH DATE, TIME AND LOCATION FOR
THE ANNUAL REORGANIZATION MEETING ON JANUARY 6, 2017
AT 6:00 P.M., IN THE CEREMONIAL COURTROOM**

WHEREAS, N.J.S.A. 40:20-75 mandates that the Board of Chosen Freeholders conduct an annual reorganization meeting and shall set the time and date by resolution.

NOW, THEREFORE, BE IT RESOLVED that the Board of Chosen Freeholders of the County of Gloucester does hereby set and establish January 6, 2017, at 6:00 p.m., in the Ceremonial Courtroom (Courtroom #201), in the Old Courthouse, located at 1 North Broad Street, Woodbury, New Jersey as the date, time and place of the 2017 Annual Reorganization.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, December 7, 2016 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 7, 2016 TO MARCH 31, 2017 IN AN AMOUNT NOT TO EXCEED \$55,000.00**

A.2

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 111,081 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-16-064; and

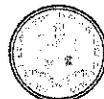
WHEREAS, bids were publicly received and opened on November 2, 2016; and

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 7, 2016 to March 31, 2017. 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 7, 2016 to March 31, 2017, 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 Treasurer 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 Wednesday, December 7, 2016 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.**

THIS CONTRACT is made effective this 7th day of December, 2016, 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 111,081 property owners within Gloucester County, as set forth in PD-016-064; 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 7, 2016 through March 31, 2017.
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-016-064, 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, sex, veteran status or military service. 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, sex, veteran status or military service. 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, sex, veteran status or military service.

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

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

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

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

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

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

A. Pursuant to the termination provisions set forth in PD-016-064, 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.

N.J.S.A. 54:4-38.1 requires notification of current assessment by mail to each taxpayer prior to February 1 of the tax year. Given the statutory deadline and the time effect such mailing has with respect to taxpayer rights to file appeals by statutory deadline, vendor shall pay set-off penalty of \$5,000 and/or have the same amount deducted from payable contract amount if the mailings are not delivered to post office/ mailing entity prior to February 1, 2017.

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-016-064, 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 7th day of December, 2016.

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 A CONTRACT WITH PICTOMETRY
INTERNATIONAL CORPORATION FROM DECEMBER 7, 2016 TO
DECEMBER 6, 2017 FOR \$33,516.00**

A3

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

WHEREAS, the Gloucester County Office of Assessment has recommended that said services be provided by Pictometry International Corporation, with offices at 100 Town Centre Drive, Suite A, Rochester, NY 14623, for a total contract amount of \$33,516.00, from December 7, 2016 to December 6, 2017; and

WHEREAS, the Treasurer of Gloucester County has certified the availability of funds in the amount of \$7,000.00 (the amount of the initial deposit pursuant to the contract), pursuant to C.A.F. #16-10545, shall be charged against budget line item #6-01-20-151-001-20653; and

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

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

WHEREAS, the balance of the contract amount shall be encumbered upon adoption of the ensuing Budget(s). Continuation of the contract is contingent upon the adoption of the 2017 Gloucester County Budget; and the balance of the contract will be encumbered upon approval of 2017 budget.

NOW, THEREFORE BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester, that the Director of the Board, is hereby authorized and directed to execute and the Clerk of the Board is authorized to attest to the execution of the contract between the County and Pictometry International Corporation, for a total contract amount of \$33,516.00, from December 7, 2016 to December 6, 2017.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, December 7, 2016, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

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

2/7/16

A-3

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

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

Section A: Product Descriptions, Prices and Payment Terms

Section B: License Terms:

- Delivered Content Terms and Conditions of Use
- Software License Agreement

Section C: Non-Standard Terms and Conditions

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

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

3. All notices under this Agreement shall be in writing and shall be sent to the following respective addresses:

<u>CUSTOMER NOTICE ADDRESS</u>	<u>PICTOMETRY NOTICE ADDRESS</u>
1200 N. Delsea Drive, Building A Suite 8	25 Methodist Hill Drive
Clayton, NJ 8312	Rochester, NY 14623
Attn: Jeff Taylor, Assistant to the Assessor	Attn: Contract Administration
Phone: (856) 307-6445	Phone: (585) 486-0093 Fax: (585) 486-0098

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

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

9. Pictometry shall not be responsible for any failure on its part to perform due to unforeseen circumstances or to causes beyond Pictometry's reasonable control, including but not limited to acts of God, war, riot, embargoes, acts of civil or military authorities, fire, weather, floods, accidents, strikes, failure to obtain export licenses or shortages or delays of transportation, facilities, fuel, energy, supplies, labor or materials. In the event of any such delay, Pictometry may defer performance for a period of time reasonably related to the time and nature of the cause of the delay.
10. In consideration of, and subject to, payment by Customer of the Fees specified in Section A of this Agreement, Pictometry agrees to provide Customer with access to and use of the products specified in Section A of this Agreement, subject to the terms and conditions set forth in this Agreement. Customer hereby agrees to pay the Fees specified in Section A of this Agreement in accordance with the stated payment terms and accepts and agrees to abide by the terms of this Agreement.

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

PARTIES:

CUSTOMER	PICTOMETRY
GLOUCESTER COUNTY, NJ	PICTOMETRY INTERNATIONAL CORP.
(entity type)	a Delaware corporation
SIGNATURE:	SIGNATURE:
NAME: Robert M. Damminger, Freeholder Director	NAME:
TITLE:	TITLE:
DATE: December 7, 2016	EXECUTION DATE:
	DATE OF RECEIPT (EFFECTIVE DATE):

SECTION A

PRODUCT DESCRIPTIONS, PRICES AND PAYMENT TERMS

Pictometry International Corp.
 25 Methodist Hill Drive
 Rochester, NY 14623

ORDER #
C187506

BILL TO
Gloucester County, NJ
Jeff Taylor, Assistant to the Assessor
1200 N. Delsea Drive, Building A Suite 8
Clayton, NJ 8312
(856) 307-6445
jtaylor@co.gloucester.nj.us

SHIP TO
Gloucester County, NJ
Jeff Taylor, Assistant to the Assessor
1200 N. Delsea Drive, Building A Suite 8
Clayton, NJ 8312
(856) 307-6445
jtaylor@co.gloucester.nj.us

CUSTOMER ID	SALES REP
A117872	sbenner

QTY	PRODUCT NAME	PRODUCT DESCRIPTION	LIST PRICE	DISCOUNT PRICE (%)	AMOUNT
392	IMAGERY - COMMUNITY - 4-way (C5) (9in) - Per Sector	Product includes 9-inch GSD oblique frame images (4-way), 9-inch GSD orthogonal frame images, 1-meter GSD ortho mosaic sector tiles and one area-wide 1-meter GSD mosaic (ECW format). Orthogonal GSD: 0.75 feet/pixel; Nominal Oblique GSD (all values +/-10%): Front Line: 0.74 feet/pixel, Middle Line: 0.85 feet/pixel, Back Line: 1.00 feet/pixel. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$75.00		\$29,400.00
392	Tiles - Standard (9in GSD; JPG format) Per Sector	Available with corresponding 9" GSD imagery purchase. 9-inch GSD Mosaic Tiles in JPG Format. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$10.00		\$3,920.00
1	FutureView Advanced Training (Full)	Full conference registration to advanced training designed to maximize deployment. Includes airfare, hotel room for up to three nights, event registration, and round-trip airfare up to \$500. Customer will be provided with discount code to complete FutureView registration. (Air Travel Restrictions - 30 day advance purchase for airfare, per person round trip airfare at standard coach class rates through Pictometry's travel provider only.) Must be redeemed within three years of agreement execution date. Applicable Terms and Conditions: Order Form	\$2,499.00		\$2,499.00
392	Mosaic - Area Wide (9in GSD; MrSID format; individual) Per Sector	Available with purchase of corresponding tile product. New processing or re-processing to MrSID of individual tiles of 9-inch GSD imagery. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$0.50		\$196.00
1	Oblique Imagery Bundle with Two (2) Years of EFS Maintenance & Support	Includes digital copy of the Licensed Documentation for the License Software, two (2) End User Training Sessions, one (1) Advanced User Technical Training, one (1) Administration / IT Training Session, ten (10) hours of telephone support, one copy of Pictometry Electronic Field Study (EFS) software, latest version, on the storage media specified herein, and access to download updated versions of the EFS Licensed Software for a period of two years from the initial date of shipment of the EFS software, along with a copy of the updated documentation. Applicable Terms and Conditions: Software License Agreement	\$0.00		\$0.00
1	Media Drive Capacity 931G - Drive Model 1T - EXTPOWER	External USB 2.0 / eSATA Externally Powered. Delivery media prices include copying a complete image library	\$199.00	\$0.00 (100.0%)	\$0.00

QTY	PRODUCT NAME	PRODUCT DESCRIPTION	LIST PRICE	DISCOUNT PRICE (%)	AMOUNT
		onto media. Sub-warehousing sold separately.			
1	RapidAccess - Disaster Response Program	Applicable Terms and Conditions: Order Form RapidAccess - Disaster Response Program is an emergency response program offering flights after an emergency or disaster. Refer to the attached detailed description of the Disaster Response Program.	\$0.00		\$0.00
1	Electronic Field Study (EFS)	Applicable Terms and Conditions: Order Form One copy of Electronic Field Study software, latest version. Applicable Terms and Conditions: Software License Agreement	\$0.00		\$0.00

Thank you for choosing Pictometry as your service provider.			TOTAL	\$36,015.00
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Amount per product = ((1-Discount %) * Qty * List Price)

The following are modifications to the standard product specifications for products listed above:

9-inch oblique imagery updated for use with Customer's currently licensed Pictometry software.

FEES; PAYMENT TERMS

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

Due at Signing	\$7,000.00
Due at Initial Shipment of Imagery	\$11,007.50
Due at First Anniversary of Shipment of Imagery	\$18,007.50
Total Payments	\$36,015.00

PRODUCT PARAMETERS

IMAGERY

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

STANDARD ORTHO MOSAIC PRODUCTS

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

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

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

RapidAccess—Disaster Response Program ("DRP")

Customer is eligible for DRP described below from the Effective Date through the second anniversary of the initial Project delivery. Following payment to Pictometry of amounts due with respect to each subsequent Project, Customer will be eligible for the then-current DRP for a period of two years from delivery of such subsequent Project. Customer must be in good-standing with Pictometry to maintain eligibility for DRP.

- A. **Disaster Coverage Imagery at No Additional Charge** – Pictometry will, upon request of Customer and at no additional charge, provide standard quality imagery of up to 200 square miles of affected areas (as determined by Pictometry) upon the occurrence of any of the following events during any period Customer is eligible for DRP:
- Hurricane:** areas affected by hurricanes of Category II and higher.
 - Tornado:** areas affected by tornados rated EF4 and higher.
 - Terrorist:** areas affected by damage from terrorist attack.
 - Earthquake:** areas affected by damage to critical infrastructure resulting from earthquakes measured at 6.0 or higher on the Richter scale.
 - Tsunami:** areas affected by damage to critical infrastructure resulting from tsunamis.
- B. **Discounted Rate** – Coverage for areas affected by the events set forth above exceeding 200 square miles will be, subject to Pictometry resource availability, offered to Customer at the then current DRP rates. Also, coverage for areas affected by hurricanes below Category II, tornados below EF4 or earthquakes rated below 6.0 on the Richter scale will be, subject to Pictometry resource availability, offered to Customer at the then current DRP rates.
- C. **Online Services – Use of Pictometry Connect Explorer™** – Pictometry’s DRP includes the use of Connect Explorer for a term of ninety days from the date of delivery of the DRP imagery. Customer shall have access to the DRP imagery for as long as they maintain an active Connect account.

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

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

1. DEFINITIONS

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

2. GRANT OF RIGHTS; RESTRICTIONS ON USE; OWNERSHIP

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

3. OBLIGATIONS OF CUSTOMER

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

4. LICENSE DURATION; EFFECT OF TERMINATION

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

5. TRADEMARKS; CONFIDENTIALITY

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

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

6. LIMITED WARRANTY; DISCLAIMER OF WARRANTIES

6.1 **Limited Warranties; Exclusive Remedy.** Pictometry warrants that the Delivered Content will contain true and usable copies of the designated imagery as of the date of capture. As the sole and exclusive remedy for any breach of the foregoing warranty, Pictometry shall use reasonable efforts to correct any deficiency that precludes use of the Delivered Content in the manner intended.

6.2 **Disclaimer of Other Warranties.** Except as provided in Section 6.1, above, THE DELIVERED CONTENT IS PROVIDED TO YOU "AS IS" AND "WITH ALL FAULTS." PICTOMETRY MAKES NO OTHER WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS, IMPLIED, OR STATUTORY. ALL IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO WARRANTIES OF PERFORMANCE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ACCURACY, ARE HEREBY DISCLAIMED AND EXCLUDED BY PICTOMETRY.

6.3 **Limitation of Liability.** With respect to any other claims that you may have or assert against Pictometry on any matter relating to the Delivered Content, the total liability of Pictometry shall, in the aggregate, be limited to the aggregate amount received by Pictometry in payment for Delivered Content during the immediately preceding twenty-four (24) month period.

7. MISCELLANEOUS PROVISIONS

7.1 **Restricted Rights.** Delivered Content acquired with United States Government funds or intended for use within or for any United States federal agency is provided with "Restricted Rights" as defined in DFARS 252.227-7013, Rights in Technical Data and Computer Software and FAR 32.227-14, Rights in Data-General, including Alternate III, as applicable.

7.2 **Governing Law.** This License Agreement shall be governed by and interpreted in accordance with the laws of the State of New York, excluding its conflicts of law principles.

[END OF DELIVERED CONTENT TERMS AND CONDITIONS]

SECTION B**LICENSE TERMS****PICTOMETRY SOFTWARE
LICENSE AGREEMENT**

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

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

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

[END OF SOFTWARE LICENSE AGREEMENT]

SECTION C

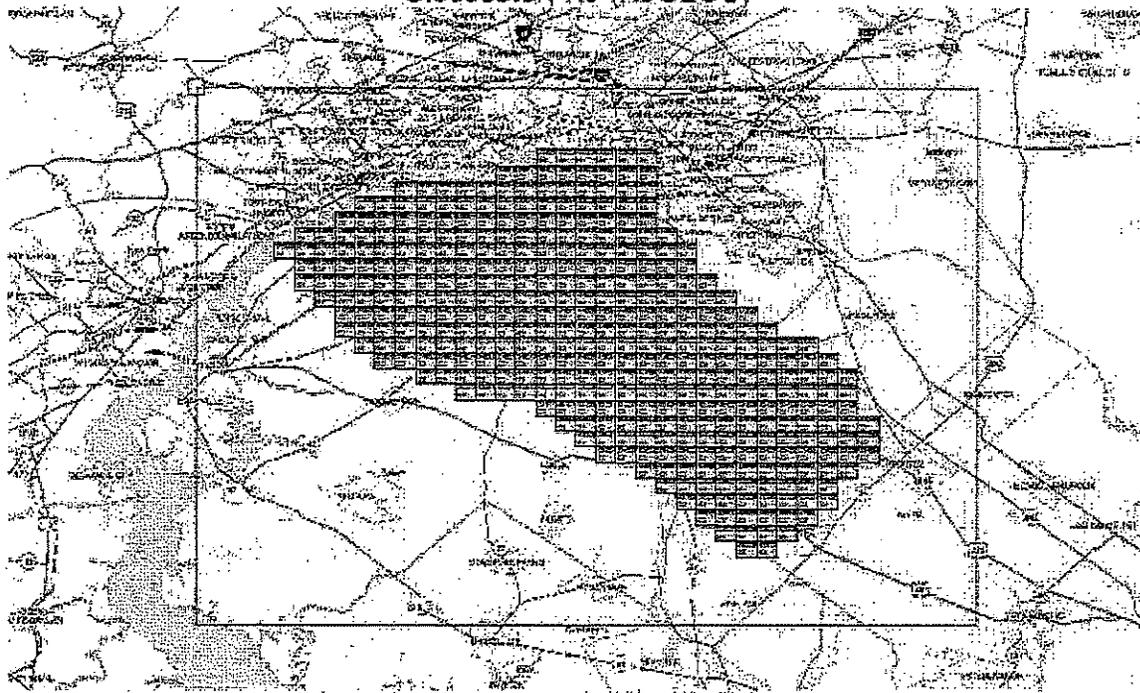
NON-STANDARD TERMS AND CONDITIONS

1. Online Services Eligible Users: Notwithstanding anything in the Online Services General Terms and Conditions incorporated in this Agreement to the contrary, the terms 'Eligible User' and 'Eligible Users' as defined in those Online Services General Terms and Conditions shall, for the purposes of this Agreement, also include each 'Authorized User' as that term is defined in the Delivered Content Terms and Conditions of Use incorporated in this Agreement.
2. Applicable Law: Notwithstanding anything found elsewhere in this Agreement to the contrary, this Agreement shall be governed by and interpreted in accordance with the laws of the state of New Jersey, excluding its conflicts of law principles. In the event that any legal proceedings are commenced with respect to any matter arising under this Agreement, the parties specifically consent and agree that the courts of Gloucester County, NJ or, in the alternative, the Federal Courts located in the state of New Jersey shall have exclusive jurisdiction over each of the parties and over the subject matter of any such proceedings, and that the venue of any such action shall be in Gloucester County, NJ.
3. The paragraph found under the heading "FEES; PAYMENT TERMS" in Section A to the Agreement is amended in its entirety as follows:
"All amounts due to Pictometry pursuant to this Agreement ('Fees') are in expressed in United States dollars and do not include any duties, taxes (including, without limitation, any sales, use, ad valorem or withholding, value added or other taxes) or handling fees, all of which are in addition to the amounts shown above and, to the extent applicable to purchases by Customer, shall be paid by Customer to Pictometry without reducing any amount owed to Pictometry unless documents satisfactory to Pictometry evidencing exemption from such taxes is provided to Pictometry prior to billing. To the extent any amounts properly invoiced pursuant to this Agreement are not paid within sixty (60) days following the invoice due date, such unpaid amounts shall accrue, and Customer shall pay, interest at the rate of 1.5% per month (or at the maximum rate allowed by law, if less)."
4. Section 6.9 to the Pictometry Online Services General Terms and Conditions is deleted in its entirety.

[END OF NON-STANDARD TERMS AND CONDITIONS]

SECTOR MAP(S)

Gloucester, NJ (NJGLOU)



Community Sectors: 392 Neighborhood Sectors: 0

County of Gloucester Purchasing Department

PO Box 337, Woodbury, NJ 08096
 (856) 853-3420 • Fax (856) 251-6777

**PURCHASE ORDER / CAF
 CERTIFICATE AVAILABILITY FUNDS**
 THIS NUMBER MUST APPEAR ON ALL INVOICES
NO. 16-10545

Pg 1

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GLOUC CO OFFICE OF ASSESSMENT
 1200 N DELSEA DR. BLDG A.
 CLAYTON, NJ 08312
 856-307-6445 CLAYTON COMPLEX

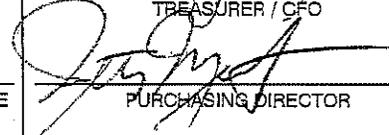
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R**

VENDOR #: PICTO010
 PICTOMETRY INTERNATIONAL CORP
 100 TOWN CENTRE DRIVE
 SUITE A
 ROCHESTER, NY 14623

ORDER DATE: 11/17/16
 REQUISITION NO: R6-10943
 DELIVERY DATE:
 STATE CONTRACT: PROPRIETARY
 ACCOUNT NUM:

SALES TAX ID # 21-6000660

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	C187506/A117872 imagery community 4-way / Tiles Standard 9in GSD JPG format / Mosaic area wide 9in GSD;MrsID format / oplique Imagery Bundle with two 2 years of EFS Maintenance & support / Media Drive Capacity 931G-drive model IT-EXTPOWER Total \$33,516.00 7,000.00 2016 budget 26,516.00 upon approval of 2017 budget CAF will be processed	6-01-20-151-001-20653 Data Processing Software	7,000.0000	7,000.00
			TOTAL	7,000.00

CLAIMANT'S CERTIFICATION & DECLARATION		RECEIVER'S CERTIFICATION	APPROVAL TO PURCHASE
I do solemnly declare and certify under penalties of the law that the within bill is correct in all its particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any person or persons within the knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one. X		I, having knowledge of the facts, certify that the materials and supplies have been received or the services rendered; said certification being based on signed delivery slips or other reasonable procedures.	DO NOT ACCEPT THIS ORDER UNLESS IT IS SIGNED BELOW  TREASURER / CFO  PURCHASING DIRECTOR
VENDOR SIGN HERE	DATE	DEPARTMENT HEAD	DATE
TAX ID NO. OR SOCIAL SECURITY NO.	DATE		

MAIL VOUCHER WITH INVOICE TO THE "SHIP TO" ADDRESS

VOUCHER COPY-SIGN AT X AND RETURN FOR PAYMENT

C-1

**RESOLUTION AUTHORIZING CHANGE ORDER INCREASE #04
WITH JPC GROUP, INC.**

WHEREAS, the County of Gloucester (hereinafter "County") previously received public bids for the construction of the "Gloucester County Bridge Rehabilitation & Maintenance Project at ten (10) locations throughout the County of Gloucester," Engineering Project #13-10SA, (hereinafter the "Project"); and

WHEREAS, a contract for the Project was awarded to JPC Group, Inc. (hereinafter "JPC"), with an office address of 228 Blackwood-Barnsboro Road, Blackwood, NJ 08012 in the amount of \$2,077,107.40 by Resolution adopted May 6, 2015, and was subsequently revised by Resolution on October 7, 2015 for Change Order #01-Increase of \$58,286.90; on November 24, 2015 for Change Order #02-Increase of \$109,526.93; and, on July 6, 2016 for Change Order #03-Increase of \$2,697.70; and

WHEREAS, Vincent M. Voltaggio, P.E., County Engineer, has recommended Change Order Increase #04 to increase the contract amount for the Project by \$14,438.70 as necessitated by an increase in various items including additional supplemental items S-14 and S-15 required for completion of the Project, thereby resulting in a new contract amount of \$2,262,057.63; and

WHEREAS, the Treasurer for the County has certified the availability of funds for Change Order Increase #04 in the amount of \$14,438.70, pursuant to CAF# 15-03116, which amount shall be charged against budget line item C-04-15-013-165-16234.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that Change Order Increase #04 pertaining to JPC's Contract with the County for the above referenced Project is approved for \$14,438.70, resulting in a new contract amount of \$2,262,057.63; and, the Director of the Board is hereby authorized and directed to execute and the Clerk of the Board to attest to, said Change Order and any other documents necessary to effectuate the purpose set forth herein.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, December 7, 2016, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

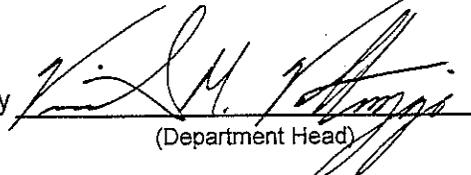
ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

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

COUNTY OF GLOUCESTER
CHANGE ORDER FORM

- 1. Name & Address of Vendor: JPC Group, Inc.
228 Blackwood-Barnsboro Rd.
Blackwood, NJ 08012
- 2. Description of Project or Contract: Local Bridge Rehabilitation & Maintenance At
Ten (10) Locations Throughout Gloucester
County
- 3. Date of Original Contract: 5/6/2015
- 4. P.O. Number: 15-03116
- 5. Amount of Original Contract: \$2,077,107.40
- 6. Amount of Previously Authorized Change Order \$170,511.53
- 7. Amount of this Change Order No. 4: \$14,438.70
- 8. New Total Amount of Contact \$2,262,057.63
(Total of Numbers 5, 6 & 7 Above)
- 9. Need or Purpose of this Change Order:
Increases and decreases in various items, and Supplemental Items S-14 & S-15

This change order requested by  on 11-28-16
(Department Head) (Date)

Accepted by  on 11/28/16
(Vendor) (Date)

Approved by the Board of Chosen Freeholders, County of Gloucester

Attest:

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

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

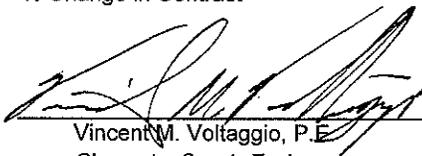
**NEW JERSEY DEPARTMENT OF TRANSPORTATION
LOCAL AID PROJECT
CHANGE ORDER NUMBER 4
STATE AID PROJECT**

PROJECT	<u>Local Bridge Rehabilitation & Maintenance At Ten (10) Locations Throughout Gloucester County</u>
MUNICIPALITY	<u>Throughout Gloucester County (Various Municipalities)</u>
COUNTY	<u>Gloucester</u>
CONTRACTOR	<u>JPC Group, Inc.</u>

Additional Supplemental Items S-14 & S-15

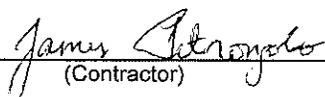
<u>Item No.</u>	<u>Description</u>	<u>Quantity (+/-)</u>	<u>Unit Prices</u>	<u>Amount</u>
REDUCTIONS				
Item No.26	Portable Variable Message Sign	6	\$4,000.00	\$24,000.00
Item No.27	Police Traffic Directors	550	\$60.00	\$33,000.00
Item No.28	Flashing Arrow Board, 4' x 8'	4.00	\$3,500.00	\$14,000.00
Item No.29	Traffic Control Truck with Mounted Crash Cushion	4.00	\$6,000.00	\$24,000.00
Item No.42	Topsoiling 4" Thick	498.00	\$7.00	\$3,486.00
Item No.43	Fertilizing and Seeding, Type A-3	498.00	\$2.00	\$996.00
Item No.44	Straw Mulching	500.00	\$2.00	\$1,000.00
Total Reductions				\$100,482.00
INCREASES				
Item No. 5	HMA 12.5M64 Surface Course, 2" Thick	51.02	\$290.00	\$14,795.80
Item No. 10	HMA 19M64 Base Course, 4" Thick	92.31	\$210.00	\$19,385.10
Item No. 21	Traffic Stripes, Long Life, Epoxy Resin 4"	326.00	\$6.00	\$1,956.00
Item No. 25	Construction Signs	28.63	\$15.00	\$429.45
Item No. 30	Construction Barrier Curb	40.00	\$60.00	\$2,400.00
Item No. 31	Drum	6.00	\$65.00	\$390.00
Total Increases				\$39,356.35
SUPPLEMENTAL				
S-14	Culvert Repair at Jessup Rd Structure 3-H-1	1.00	\$71,514.35	\$71,514.35
S-15	Exended Scope II Repairs for Bridge at Structure 4-I-2 sawing/sealing & striping	1.00	\$4,050.00	\$4,050.00
Total Supplemental				\$75,564.35

Amount of Original Contract	\$2,077,107.40	Increases	\$39,356.35
Amount of Original Contract + Change Order No. 1	\$2,135,394.30	Supplemental	\$75,564.35
Amount of Original Contract + Change Order No. 1 and 2	\$2,244,921.23	Reduction	\$100,482.00
Amount of Original Contract + Change Order Nos.1, 2 and 3	\$2,247,618.93	Total Change	\$14,438.70
Amount of Original Contract + Change Order Nos.1 thru 4	\$2,262,057.63		
 % Change in Contract	 8.9042% Increase		


 Vincent M. Voltaggio, P.E. 11-28-16
 Gloucester County Engineer Date

Approved: _____
 (District Engineer) Date
 (Local Highway Design)

 Robert M. Damminger Date
 Freeholder Director


 (Contractor) 11/28/16
 Date

C-2

RESOLUTION AUTHORIZING MODIFICATION #02 TO COST REIMBURSEMENT AGREEMENT 2015-DT-BLA-FEP-421 WITH THE NEW JERSEY DEPARTMENT OF TRANSPORTATION TO INCREASE FUNDING BY \$15,000.00

WHEREAS, the Gloucester County Board of Chosen Freeholders adopted a Resolution on April 20, 2016, authorizing the execution of Cost Reimbursement Agreement Modification #01 for NJ Department of Transportation (hereinafter "NJDOT") Agreement No. 2015-DT-BLA-FEP-421, resulting in the total amount of \$557,000.00 for the "Proposed Resurfacing and Safety Improvements to Holly Avenue, County Route 624 from Broadway, (CR553A) to Delsea Drive, State Route 47 in the Borough of Pitman", Engineering Project 15-02FA, (hereinafter "Agreement"); and

WHEREAS, a modification to the Agreement is necessary which will increase the total amount by \$15,000.00, resulting in the new total amount of \$572,000.00 and all other terms and provisions of the original Agreement 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 Freeholder Director is hereby authorized to execute and the Clerk of the Board to attest to, Agreement Modification #02 for NJDOT Cost Reimbursement Agreement No. 2015-DT-BLA-FEP-421 to increase the amount by \$15,000.00, for a new total amount of \$572,000.00; and

BE IT FURTHER RESOLVED that all other terms and provisions of NJDOT Cost Reimbursement Agreement NO. 2015-DT-BLA-FEP-421 shall remain in full force and effect.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, December 7, 2016 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

CHAD M. BRUNER,
ADMINISTRATOR/CLERK OF THE BOARD

RESOLUTION AUTHORIZING PURCHASES AND MAINTENANCE SERVICES FOR CERTAIN COUNTY VEHICLES FROM CUMBERLAND TIRE CENTER, INC. AND FIRESTONE STORE THROUGH STATE CONTRACTS FROM DECEMBER 7, 2016 TO DECEMBER 6, 2017 IN AN AMOUNT NOT TO EXCEED \$80,000.00

WHEREAS, the County of Gloucester (hereinafter the "County") has the need to purchase tires, tubes and services including maintenance and repair of certain County vehicles, particularly police vehicles, passenger vehicles, light, medium and heavy duty trucks, buses and industrial equipment; and

WHEREAS, N.J.S.A. 40A:11-12 permits the purchase of materials, supplies and equipment through State Contract, without the need for public bidding; and

WHEREAS, it has been determined that the County can purchase these supplies and services through State Contract #A82527 and #A82528 from Cumberland Tire Center, Inc. of 9 Washington Street, Bridgeton, NJ 08302, and Firestone Store of 690 N. Delsea Drive, Glassboro, NJ 08028 from December 7, 2016 to December 6, 2017 in an amount not to exceed \$80,000.00.

WHEREAS, the contract shall be for estimated units of service and 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 purchase of tires, tubes and services including maintenance and repair of certain County vehicles from Cumberland Tire Center, Inc. and Firestone Store, through State Contract #A82527 and #A82528 is hereby authorized from December 7, 2016 to December 6, 2017 in an amount not to exceed \$80,000.00; and, that the Freeholder Director or his designee and the County Purchasing Agent are hereby authorized and directed to execute all documents necessary for the aforementioned purpose on behalf of the County; and

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

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, December 7, 2016 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

CHAD M. BRUNER,
ADMINISTRATOR/CLERK OF THE BOARD

**RESOLUTION AUTHORIZING GLOUCESTER COUNTY SHERIFF DEPARTMENT
K-9 TRANSFER AGREEMENT BETWEEN THE COUNTY
AND ANTHONY DECICCO**

WHEREAS, the County of Gloucester (hereinafter the "County") currently possesses and owns a K-9 named "Nomad"; and

WHEREAS, Sergeant Anthony DeCicco (hereinafter "DeCicco") is employed by the County in the County Sheriff's Department, with one of DeCicco's duties being the K-9 Handler of "Nomad" since at least in or about 2007; and

WHEREAS, "Nomad" has reached an age such that his health has begun to decline and he is slowing down; so that his ability to continue to do police work at an acceptable level is no longer there, and "Nomad" officially retired and was removed from active service with the County Sheriff's Department on January 6, 2016; and

WHEREAS, DeCicco now desires to take ownership and possession of the now retired "Nomad", and the County wishes to divest itself of ownership, possession and vicarious and direct liability for the subject K-9; and

WHEREAS, Section 601 of the County Sheriff's Department's Standard Operating Procedures (hereinafter "SOPs") provides that when a K-9 is removed from active service by the said department, except for illness, viciousness, or similar situation, the K-9 will be offered to its handler; and

WHEREAS, the County Sheriff's Department SOP 601 provides further that when a K-9 is released from its K-9 assignment that the new owner of the K-9 shall be required to sign a waiver and release, wherein the County and the County Sheriff's Department, are released from any and all liability or responsibility for anything which concerns the K-9; and

WHEREAS, "Nomad" was not removed from active service with the County Sheriff's Department due to illness, viciousness, or similar situation; and

WHEREAS, the County does hereby agree to relinquish all of its right, title and ownership interest in and to "Nomad" what-so-ever, effective upon DeCicco's execution and return of the required agreement, and the payment of One Dollar and Zero Cents (\$1.00) to the County.

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

1. The County of Gloucester has determined that K-9 "Nomad" is not suitable for continued use by the Gloucester County Sheriff's Department; and therefore, determined that the property status of said K-9 should be surplus and may be sold consistent with the County Sheriff's Department's SOPs regarding K-9s to Sergeant Anthony DeCicco for the amount of One Dollar and Zero Cents (\$1.00), upon execution of the sale and waiver agreement attached hereto, and incorporated herein by this reference.
2. The Freeholder Director, and the Clerk of the Freeholder Board, be, and are hereby authorized and directed to sign the documents necessary as may be required to implement the purposes of this Resolution.
3. The Sheriff of the County of Gloucester be, and is, authorized to take all steps necessary and required to effectuate the purposes of this Resolution.
4. This Resolution shall be in full force and effect upon passage and signatures hereon.

ADOPTED at a meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, December 7, 2016 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

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

f-1

GLOUCESTER COUNTY SHERIFF DEPARTMENT
K-9 TRANSFER AGREEMENT

THIS AGREEMENT is made and entered into this 7th day of **December, 2016**, by and between the **COUNTY OF GLOUCESTER**, a body politic and corporate of the State of New Jersey, hereinafter referred to as "**County**", and **ANTHONY DECICCO**, K-9 Handler for the Gloucester County Sheriff's Department, hereinafter referred to as "**Handler**".

RECITALS

WHEREAS, K-9 "Nomad" was born on September 16, 2006 in the Czech Republic before being imported by Connecticut K-9 and purchased by the Gloucester County Sheriff's Office; and

WHEREAS, "Nomad" graduated from Atlantic County K-9 Academy Explosive Detection Training and in May of 2008, graduated from K-9 Patrol School; and

WHEREAS, "Nomad" has had a long and distinguished career as a police K-9, however, has reached an age such that his health has begun to decline as he is experiencing decreased mobility and is slowing down, so that his ability to continue to do police work at an acceptable level is no longer there; and

WHEREAS, "Nomad" officially retired, and was removed from active service with the County Sheriff's Department on January 6, 2016; and

WHEREAS, Handler desires to take ownership and possession of the now retired "Nomad", as Handler was the assigned K-9 handler for "Nomad" during his tenure as a detection dog with the County Sheriff's Department; and

WHEREAS, Handler desires to attain ownership and possession of "Nomad", and the County wishes to divest itself of ownership, possession and vicarious and direct liability for the subject K-9; and

WHEREAS, Section 601 of the County Sheriff's Department's Standard Operating Procedures (hereinafter "SOPs") provides that when a K-9 is removed from active service by the said department, except for illness, viciousness, or similar situation, the K-9 will be offered to its handler; and

WHEREAS, the County Sheriff's Department SOP 601 provides further that when a K-9 is released from its K-9 assignment by the County Sheriff's Department, that the new owner of the K-9 shall be required to sign a waiver and release, wherein the County, and the County Sheriff's Department, is released from any and all liability or responsibility for anything which concerns the K-9; and

WHEREAS, "Nomad" was not removed from active service with the County Sheriff's Department due to illness, viciousness, or similar situation; and

WHEREAS, the County does hereby agree to relinquish all of its right, title and ownership interest in and to "Nomad" what-so-ever, effective upon Handler's execution and return of this document, and the payment of One Dollar and Zero Cents (\$1.00) to the County.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

TERMS OF AGREEMENT

1. **Recitals.** It is mutually agreed by and between the parties hereto that the foregoing recitals are incorporated hereto as though fully set forth.

 2. **Assumption of Ownership.**
 - (a) The County, in consideration of the sum of One Dollar (\$1.00), and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby sell, grant, bargain and assign to Handler the County Sheriff's Department K-9 known as "Nomad". The K-9, "Nomad", is transferred in "as is" condition to Handler for Handler's personal use only.

 - (b) Handler understands and agrees that "Nomad" was removed from active service due to age, performance or disability which made such K-9 unqualified for further police purposes, including service as a detection dog. Accordingly, Handler agrees that he will not attempt to use, nor use, "Nomad" for any police purposes what-so-ever.

 - (c) Handler does agree to assume ownership and possession of "Nomad", and to assume any all risks, including, but not limited to, risk of injury or death to third persons; and to hold the County, the County Sheriff's Department, and each of their employees, departmental personnel, agents and volunteers, harmless from any and all liability and claims, administrative proceedings or other responsibility what-so-ever arising from any injuries or damages that may occur on or after the date ownership and possession of "Nomad" is transferred pursuant to this Agreement. That date is hereby fixed by agreement by and among the parties hereto as being January 6, 2016.

 3. **Indemnity and Hold Harmless.** Handler agrees to assume all liability and responsibility for risks and dangers relating to his ownership of "Nomad" on or after the aforementioned date, and to indemnify and hold the County and the County Sheriff's Department, and each of their employees, department personnel, agents and volunteers, harmless in the event that any legal or administrative action, whether by claim, demand or otherwise, is made by any person or entity, as a consequence of or arising out of any event, act or disturbance involving the subject police dog, "Nomad", on or after the date ownership and possession is transferred. These hold harmless provisions shall extend to any direct or vicarious liability arising from any and all losses, liabilities, damages, charges (including reasonable attorney fees and court costs), and other expenses what-so-ever that may arise in any manner after the Handler assumes ownership and possession of "Nomad" on the date identified herein.
-

4. **Period of Ownership.** Handler hereby agrees that he does not intend to sell “Nomad” to any other person. Handler agrees to retain ownership and possession of “Nomad” for at least five (5) years prior to any sale, transfer, assignment or gifting of “Nomad”.
5. **Use and Maintenance.** Handler warrants that “Nomad” will not be used for any illegal purpose, and that “Nomad” will be kept and maintained in such a manner as not to pose a danger to any person or property.
6. **Assignment.** Handler may not assign this Agreement, or any part of it, without the prior written consent of the County.
7. **Amendments.** This Agreement may be amended by mutual consent of the County and Handler. Any amendment shall be in writing, and signed by both Parties.
8. **Acknowledgement.** Handler acknowledges that he has read the foregoing Agreement, and understands that it is contractual in nature and understands each of its provisions.
9. **Binding Effect.** This Agreement shall be binding upon Handler, his heirs, executors, administrators and assigns.

IN WITNESS WHEREOF, the County of Gloucester, has caused this Agreement to be executed by its Freeholder Director, and attested by the Clerk of the Board under authority of a Resolution adopted by the County Board of Chosen Freeholders on the 7th day of **December, 2016**.

Attest:

COUNTY OF GLOUCESTER

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

ROBERT M. DAMMINGER, DIRECTOR

Attest:

HANDLER

ANTHONY DECICCO, HANDLER