

AGENDA

6:30 p.m. Wednesday, March 15, 2017

Call to Order

Salute to the Flag

Open Public Meetings Statement

Roll Call

Changes to the Agenda

Approval of the regular meeting minutes from March 1, 2017.

- P-1 Proclamation Welcoming Home 1st Lieutenant Carlo Aragoncillo from his deployment in Iraq. (Previously presented) (Chila)
- P-2 Proclamation in recognition of Timothy F. McBride for achieving rank of Eagle Scout. (Previously presented) (Christy)
- P-3 Proclamation recognizing March as American Red Cross Month 2017. (To be presented at a later date) (Simmons)

PUBLIC HEARING ON RESOLUTION TO EXCEED THE COUNTY BUDGET APPROPRIATION LIMITS AND TO ESTABLISH A CAP BANK

RESOLUTION TO EXCEED THE COUNTY BUDGET APPROPRIATION LIMITS AND TO ESTABLISH A CAP BANK.

This Resolution will allow the County to use 3.5% in calculating its budget cap and allow the County to “bank” or use in future years any amounts not needed in 2017. This was introduced at the February 15, 2017 Freeholder Meeting.

INTRODUCTION OF 2017 BUDGET

RESOLUTION FOR THE INTRODUCTION OF THE ANNUAL BUDGET OF THE COUNTY OF GLOUCESTER FOR THE FISCAL YEAR 2017.

This Resolution introduces the 2017 County budget, and schedules an April 19, 2017 public hearing on the budget.

INTRODUCTION

BOND ORDINANCE AUTHORIZING THE COMPLETION OF VARIOUS CAPITAL IMPROVEMENTS AND THE ACQUISITION OF VARIOUS PIECES OF EQUIPMENT IN AND FOR THE COUNTY OF GLOUCESTER, NEW JERSEY; APPROPRIATING THE SUM OF \$19,808,795 THEREFOR; AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION BONDS OR BOND ANTICIPATION NOTES OF THE COUNTY OF GLOUCESTER, NEW JERSEY IN THE AGGREGATE PRINCIPAL AMOUNT OF UP TO \$11,277,285; MAKING CERTAIN DETERMINATIONS AND COVENANTS; AND AUTHORIZING CERTAIN RELATED ACTIONS IN CONNECTION WITH THE FOREGOING.

The Bond Ordinance authorizes the issuance of \$11,277,285.00 in bonds or bond anticipation notes to finance the acquisition of various capital equipment and the completion of various capital improvements. **A public hearing and vote for adoption are scheduled for the April 5, 2017 Freeholder meeting.**

INTRODUCTION

REFUNDING BOND ORDINANCE PROVIDING FOR THE REFUNDING OF UP TO ALL OF THE COUNTY'S OUTSTANDING CALLABLE GENERAL OBLIGATION REFUNDING BONDS, SERIES 2007, DATED MARCH 15, 2007; AUTHORIZING THE ISSUANCE OF UP TO \$7,500,000 OF GENERAL OBLIGATION REFUNDING BONDS OF THE COUNTY OF GLOUCESTER, NEW JERSEY, TO FINANCE THE COSTS THEREOF; MAKING CERTAIN DETERMINATIONS AND COVENANTS IN CONNECTION THEREWITH; AND AUTHORIZING CERTAIN RELATED ACTIONS IN CONNECTION WITH THE FOREGOING.

The Refunding Bond Ordinance authorizes the refunding of the County’s General Obligation Bonds, Series 2007, to result in interest cost savings to the County. **The public hearing and vote for adoption are scheduled for the April 5, 2017 Freeholder meeting.**

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

DEPARTMENT OF ADMINISTRATION

**DIRECTOR DAMMINGER
FREEHOLDER CHILA**

A-1 RESOLUTION AUTHORIZING APPROVAL OF THE BILL LISTS FOR THE MONTH OF MARCH, 2017.

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

A-2 RESOLUTION AUTHORIZING CANCELLATION OF CERTAIN ITEMS FROM THE TEMPORARY BUDGET.

This Resolution is needed to cancel an amount in the temporary budget under State and Federal Grants that was funded higher in the temporary budget than in the permanent budget.

A-3 RESOLUTION AUTHORIZING EMERGENCY TEMPORARY APPROPRIATIONS.

This Resolution is needed to increase certain line items in the temporary budget.

A-4 RESOLUTION IN OPPOSITION TO A NEW HAZARDOUS WASTE FACILITY IN FALLS TOWNSHIP, PENNSYLVANIA.

Elcon Recycling, Inc. is applying to build a commercial hazardous waste facility next to the Delaware River, in Falls Township, PA. Elcon has proposed to process up to 210,000 tons per year of hazardous and residual industrial wastes, including mercury, cadmium, lead, phosgene (a chemical weapon) totaling 596 different kinds of chemical wastes. It is unreasonable to expect a single facility to specialize in the safe and effective treatment of nearly 600 types of chemical waste at one site. The Delaware River is a primary and/or significant source of tap water used for drinking, cooking, and bathing for residents and schools, hospitals, businesses and recreation and the Philadelphia Water Department's characterized an accidental spill of hazardous waste from the plant as "catastrophic" for the City and the region. The Delaware River is tidal, affecting up-river areas from the Falls due to storm surges. Therefore, the Gloucester County Board of Chosen Freeholders oppose the new hazardous waste facility in Falls Township, Pennsylvania.

A-5 RESOLUTION AUTHORIZING THE COUNTY OF GLOUCESTER TO ENTER INTO A COOPERATIVE PRICING AGREEMENT.

N.J.S.A. 40A:11-11(5) authorizes contracting units to establish a Cooperative Pricing System and to enter into Cooperative Pricing Agreements for its administration. The Educational Services Commission of New Jersey has offered voluntary participation in a Cooperative Pricing System for the purchase of goods and services.

A-6 RESOLUTION AUTHORIZING A CONTRACT WITH THE TREE HOUSE, INC. FROM MARCH 15, 2017 TO MARCH 14, 2018 IN AN AMOUNT NOT TO EXCEED \$80,000.00.

This Resolution will authorize a contract with The Tree House, Inc. for the delivery of printer ribbons, OEM printer ink jet, toner cartridges, fax machine toner, and drum units as per PD-17-007, which will be utilized by various County departments from March 15, 2017 to March 14, 2018 in an amount not to exceed \$80,000.00.

A-7 RESOLUTION AUTHORIZING AN AMENDMENT TO A CONTRACT WITH TYCO INTEGRATED SECURITY, LLC TO INCREASE THE CONTRACT BY \$7,600.00 IN AN AMOUNT NOT TO EXCEED \$47,600.00.

This Resolution will authorize an amendment to the Contract entered into on March 16, 2016 for maintenance of the door-lock entry systems for 16 County facilities to increase the contract amount by \$7,600.00, for a total contract amount not to exceed \$47,600.00. Said increase is necessary to cover additional repair services at the Social Services Building and the Justice Complex which were not anticipated at the time of the original contract.

A-8 RESOLUTION AUTHORIZING A CONTRACT FOR THE PURCHASE OF EQUIPMENT AND MAINTENANCE WITH TYCO INTEGRATED SECURITY, LLC FROM MARCH 27, 2017 TO MARCH 26, 2018 IN AN AMOUNT NOT TO EXCEED \$75,994.50.

This Resolution will authorize a contract with Tyco Integrated Security, LLC for the purchase of equipment for the Government Services Building/Clayton and the Budd Boulevard Building, and for the maintenance of door-lock entry systems in sixteen County facilities from March 27, 2017 to March 26, 2018 for an amount not to exceed \$75,994.50.

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

**FREEHOLDER CHILA
FREEHOLDER SIMMONS**

B-1 RESOLUTION AUTHORIZING A CONTRACT WITH ELECTION SUPPORT AND SERVICES, INC., (ESS, INC.), TO PROVIDE VOTING MACHINE SERVICES TO THE GLOUCESTER COUNTY SUPERINTENDENT OF ELECTIONS, FOR AN AMOUNT NOT TO EXCEED \$160,000.00, FROM APRIL 1, 2017 TO MARCH 31, 2019.

The contract for Election Support & Services (ESS, INC.) is for support, services, and expertise in all voting machine and technical matters. Certification is required for each said election in Gloucester County, including Regular Fire, Regular School, Regular Primary, Regular General, Special School, Special Fire, Town Cap, Presidential Primary, run-off, and any unanticipated elections. Pursuant to N.J.S.A. 19:48-1, each voting machine must be certified (a vote simulation) a ballot certification checking candidate switch positions, audio testing, a collection of machine reports and tapes with zero reports and voted reports. Each machine is checked, locked, and sealed before each said election. ESS, INC. in addition, provides technical support on each Election Day in case of any mechanical problems or malfunctions. The contract is from April 1, 2017 to March 31, 2019 at a certifying cost of \$44 per machine, and a rate not to exceed \$900 per mechanical technician support on election days, and a technical service rate of \$125 per hour.

B-2 RESOLUTION AUTHORIZING THE EXECUTION OF A SHARED SERVICES AGREEMENT AND LEASES RELATED TO EMERGENCY MEDICAL SERVICES REGIONALIZATION FOR THE TOWNSHIP OF FRANKLIN.

The Township of Franklin is designating the Gloucester County Division of Emergency Medical Services as the provider of Basic Life Support Services. The Township of Franklin is entering into a Shared Services Agreement and Leases, all of which will enable the County to provide the services and the municipality to provide support for the Basic Life Support Medical Services in the form of facility space and vehicle and equipment leases.

B-3 RESOLUTION AUTHORIZING THE EXECUTION OF A SHARED SERVICES AGREEMENT AND LEASES RELATED TO EMERGENCY MEDICAL SERVICES REGIONALIZATION FOR THE BOROUGH OF NEWFIELD.

The Borough of Newfield is designating the Gloucester County Division of Emergency Medical Services as the provider of Basic Life Support Services. The Borough of Newfield is entering into a Shared Services Agreement and Lease, all of which will enable the County to provide the services and the municipality to provide support for the Basic Life Support Medical Services in the form of facility space lease.

B-4 RESOLUTION AUTHORIZING THE PURCHASE OF ONE VEHICLE FROM WINNER FORD FOR \$32,950.00.

Resolution authorizing the purchase of one vehicle from Winner Ford for \$32,950.00, through State Contract #A88728. The Department of Emergency response has a need to purchase one 2017 Ford F150 4X4 Crew Cab, 5 ½ foot bed with options including ARE Z-Series Fiberglass Cap painted to match cab, Cargoslide 5' 5" slide out tray model C-CG1000 & Aims Power 2000 Watt Pure Sine Wave Inverter, Auxiliary Battery, Battery Box, Vent System & Smart Isolator.

**DEPARTMENT OF ECONOMIC DEVELOPMENT
& PUBLIC WORKS**

**FREEHOLDER SIMMONS
FREEHOLDER CHRISTY**

C-1 RESOLUTION AUTHORIZING A CONTRACT WITH COMMAND COMPANY, INC. FROM MARCH 15, 2017 TO MARCH 14, 2018 IN AN AMOUNT NOT TO EXCEED 377,700.00.

This Resolution will authorize a contract with Command Company, Inc. for construction of the concrete foundation and walls for the Clayton facility salt shed as per project #ENG 16-18 from March 15, 2017 to March 14, 2018 in an amount not to exceed \$377,700.00.

DEPARTMENT OF EDUCATION

**FREEHOLDER BARNES
FREEHOLDER JEFFERSON**

**DEPARTMENT OF PARKS &
LAND PRESERVATION**

**FREEHOLDER DIMARCO
FREEHOLDER CHILA**

E-1 RESOLUTION AUTHORIZING THE PURCHASE OF A DEVELOPMENT RIGHTS EASEMENT FOR FARM PROPERTY OWNED BY BEZR HOMES, LLC FOR \$458,172.00.

This Resolution authorizes the purchase of the development rights on properties in the Township of Mantua, known as Block 1203, Lots 3.11, 3.12, 3.13, 3.14, 3.15, 3.16, 3.17, 3.18, 3.19, 3.20, 3.21, 3.22, 3.23, 3.24, 3.26, owned by BEZR Homes, LLC, as per the application made to the Gloucester County Farmland Preservation Program by the same. This Resolution deals with the items necessary in order to commence settlement to acquire the development easements on the property (signing of the agreement of sale, deed of easement, etc.), which is expected to occur in the next month. The acquisition of the said development rights is based on a value of \$14,300.00 per acre, which was determined as per two appraisals completed by two State-certified appraisers. The property, which is 32.04 acres in size, is also eligible for an estimated 60% reimbursement from the State Agriculture Development Committee for the settlement costs in the County's next Farmland Preservation funding round. The cost of the associated appraisal services regarding the said acquisition was \$3,200.00 for Steven Bartelt and \$3,000.00 for R.W. Frankenfield Associates. This property is contiguous to more than 1,000 acres of previously preserved farmland and open space. CAF#17-01815 was obtained to certify funds.

E-2 RESOLUTION AUTHORIZING CONTRACTS WITH BACH ASSOCIATES, P.C., AND FEDERICI & AKIN, P.A., TO PROVIDE ENGINEERING/SURVEYING SERVICES FOR LAND AND/OR DEVELOPMENT RIGHT ACQUISITIONS FROM MARCH 16, 2017 TO MARCH 15, 2018 IN AN AMOUNT NOT TO EXCEED \$150,000.00 FOR EACH CONTRACT.

The Office of Land Preservation in cooperation with the Purchasing Department initiated Requests for Proposals (RFP# 17-010) for the required surveying/engineering work needed for the land preservation projects the County will be working on over the next twelve months. Based on the workload expected over the next year, which is expected to be approximately 20+/- specific projects for the Office of Land Preservation, it was determined that 2 vendors are required in order to ensure that these services can be completed in an expedient manner, and in order to meet certain required State submission dates. The selected vendors have been determined to be best suited for this task on the basis of consistent evaluation factors that were applied to all respondents, and were based on a combination of qualifications of staff, extent of similar engagements performed, relevance of workplan and personnel availability, and anticipated costs.

DEPARTMENT OF BUILDINGS & GOVERNMENT SERVICES

**FREEHOLDER CHRISTY
FREEHOLDER DIMARCO**

F-1 RESOLUTION AUTHORIZING A CONTRACT WITH PITMAN ANIMAL HOSPITAL, LLC FROM APRIL 1, 2017 TO MARCH 31, 2018 IN AN AMOUNT NOT TO EXCEED \$40,000.00.

This Resolution authorizes a contract for Veterinarian of Record services, including certain consulting services, emergency veterinary care, and other general practice services during normal business hours, and spay, neuter and rabies vaccination services for the period April 1, 2017 to March 31, 2018 in an amount not to exceed \$40,000.00.

F-2 RESOLUTION AUTHORIZING A CONTRACT WITH JC MAGEE SECURITY SOLUTIONS FROM APRIL 6, 2017 TO APRIL 5, 2019 IN AN AMOUNT NOT TO EXCEED \$50,000.00 PER YEAR.

This Resolution awards a Contract to J.C. Magee Security Solutions with offices at 1113 N. Broad Street, Woodbury, NJ 08096 for the supply of locking hardware and locksmith services for various County buildings. This Contract is from April 6, 2017 to April 5, 2019 in an amount not to exceed \$50,000.00 per year with the County having the option to extend the Contract for one (1) two (2) year period or two (2) one (1) year periods as per PD-17-008.

DEPARTMENT OF HEALTH & HUMAN SERVICES

**FREEHOLDER JEFFERSON
FREEHOLDER BARNES**

G-1 RESOLUTION AUTHORIZING AN AMENDMENT TO A SHARED SERVICES AGREEMENT BETWEEN THE COUNTY AND ATLANTIC CITY.

This Resolution authorizes an Amendment to the Shared Service Agreement between the County and City of Atlantic for the provision of Health Officer Services which was originally entered into for the period July1, 2015 to December 31, 2016. Due to the State takeover of Atlantic City, it is necessary to extend the Shared Services Agreement to May 1, 2017 to cover the transition period. The increased rate charged to the City will be 2%, resulting in a new rate of \$2,580.00 per month, effective March 1, 2017.

G-2 RESOLUTION AMENDING THE CONTRACT WITH CENTER FOR FAMILY SERVICES, INC. TO INCREASE THE CONTRACT AMOUNT BY \$800.00, FROM FEBRUARY 1, 2017 TO JANUARY 31, 2018.

This Resolution authorizes an increase of \$800.00, resulting in a total contract amount of \$109,400.00 from February 1, 2017 to January 31, 2018 with Center for Family Services, Inc. The GC Council on Juvenile Justice System Improvement was awarded grant funding from the "2017 Juvenile Detention Alternative Initiative Innovations (JDAI) Grant". It was adopted by resolution on August 17, 2016 indicating that the funds would be used, among other things, in collaboration with Center for Family

Services, Inc. The monies are coming from that Grant and will increase the contract amount with Center for Family Services, Inc. by \$800.00.

G-3 RESOLUTION AUTHORIZING A LICENSE MAINTENANCE AGREEMENT WITH UNITRONIX DATA SYSTEMS, INC., FOR MAINTENANCE OF PROPRIETARY SOFTWARE FROM APRIL 1, 2017 TO MARCH 31, 2018 FOR \$67,883.60.

This Resolution authorizes execution of a license maintenance agreement with Unitronix Data Systems, Inc., with offices at 1124 Route 202, Raritan, NJ 08869, to provide service and maintenance of proprietary software for the Division of Social Services (i.e., ABACUS, Fraud Collection Turnkey System (WEB), in the amount of \$46,482.00 and A.O.S.S. Card registration (WEB), in the amount of \$21,401.60). The total contract amount is \$67,883.60 from April 1, 2017 to March 31, 2018. CAF#17-01822 has been obtained to certify funds.

G-4 RESOLUTION AUTHORIZING THE DIVISION OF SOCIAL SERVICES TO MAKE ALL NECESSARY STATE-MANDATED PAYMENTS FROM ITS "ASSISTANCE ACCOUNT" FOR VARIOUS PURPOSES AS REQUIRED BY THE STATE TEMPORARY ASSISTANCE TO NEEDY FAMILIES AND FEDERAL SUPPLEMENTAL SECURITY INCOME PROGRAMS.

This Resolution authorizes the Division of Social Services to make all necessary payments from its "Assistance Account" on an as-needed basis to fulfill the County's obligations under the State Work First New Jersey, Temporary Assistance to Needy Families Program (TANF) and the Supplemental Security Income Program (SSI). The TANF program includes payments made on a case-by-case, as-needed basis for the benefit of qualifying families for such purposes as emergency housing in shelters and motels, rental assistance, transportation, and furniture and household items. The State and Federal Government provide ninety-five percent of these funds and require the County to provide five percent. SSI is a federal program administered by the State that provides benefits to certain elderly and disabled persons, such as funds for burials and emergency assistance. The State initially provides seventy-five percent of these SSI funds and requires the County to provide twenty-five percent, all of which share is ultimately refunded to the County by the State. The funds that must be paid in advance by the County under both of these programs are placed in the Division of Social Services "Assistance Account", and the payments are made by that agency on an as-needed basis as required under the programs. The anticipated amount of \$547,753.00, most of which will be refundable by the State, is being allocated to the Assistance Account in anticipation of the total amount that will be required for such purposes in the year 2017; however, neither the actual amount or specific purpose of any given payment nor the actual total amount of payments can be determined beforehand, and therefore the amount of necessary funds to be placed in the account is subject to change from time to time.

Old Business

New Business

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

Adjournment

MINUTES

6:30 p.m. Wednesday, March 1, 2017

Call to Order

Salute to the Flag

Open Public Meetings Statement

Roll Call

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

Changes to the Agenda

Approval of the regular and closed meeting minutes from February 15, 2017.

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

Comments: _____

- 50388 Proclamation honoring February as Career and Technical Education Month (Barnes) (To be presented)
- 50389 Proclamation honoring the ARC of Gloucester and Developmental Disabilities for the Month of March. (Jefferson) (To be presented)
- 50390 Proclamation In honor of Chief William Kramer, Jr, upon his retirement from New Jersey State Fire Marshal's Office. (Chila) (Previously presented)
- 50391 Proclamation recognizing Edward's Hairstyling on its 60th year in business 1957-2017 (Simmons) (Previously presented)
- 50392 Proclamation recognizing The Monogram Shoppe on its 30th year in business 1987-2017 (Simmons) (Previously presented)
- 50393 Proclamation recognizing KIMCO Graphics on its 30th year in business 1987-2017 (Simmons) (Previously presented)
- 50394 Proclamation recognizing Gray Fox Animal Hospital on its 30th year in business 1987-2016 (Simmons) (To be presented at a later date)

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

OPEN

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

Comments: N/A

CLOSE

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

Comments: N/A

DEPARTMENT OF ADMINISTRATION

DIRECTOR DAMMINGER
FREEHOLDER CHILA

50395 RESOLUTION AUTHORIZING AN AGREEMENT WITH THE TOWNSHIP OF WEST DEPTFORD FOR THE PAYMENT OF OUTSTANDING PILOT PAYMENTS.

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

Comments: N/A

50396 RESOLUTION AUTHORIZING AND CONFIRMING SETTLEMENT OF STATE TAX COURT TAX APPEALS.

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

Comments: N/A

DEPARTMENT OF PUBLIC SAFETY,
VETERANS AFFAIRS & ELECTIONS

FREEHOLDER CHILA
FREEHOLDER SIMMONS

50397 RESOLUTION AUTHORIZING A CONTRACT WITH COOPER UNIVERSITY HOSPITAL, FROM MARCH 1, 2017 TO FEBRUARY 28, 2018, IN AN AMOUNT NOT TO EXCEED \$49,000.00.

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

Comments: N/A

DEPARTMENT OF ECONOMIC DEVELOPMENT
& PUBLIC WORKS

FREEHOLDER SIMMONS
FREEHOLDER CHRISTY

50398 RESOLUTION AUTHORIZING A CONTRACT WITH SOUTH STATE, INC. FOR ENGINEERING PROJECT #17-07 FROM MARCH 1, 2017 TO FEBRUARY 28, 2018 FOR \$233,000.00.

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

Comments: N/A

50399 RESOLUTION AUTHORIZING A CONTRACT WITH ROAD SAFETY SYSTEMS, LLC FROM MARCH 1, 2017 TO FEBRUARY 28, 2018 IN AN AMOUNT NOT TO EXCEED \$209,225.00.

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

Comments: N/A

50400 RESOLUTION AUTHORIZING MODIFICATION #03 TO COST REIMBURSEMENT AGREEMENT 2015-DT-BLA-FEP-421 WITH THE NEW JERSEY DEPARTMENT OF TRANSPORTATION TO INCREASE FUNDING BY \$14,764.50.

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

Comments: N/A

50401 RESOLUTION AUTHORIZING A GRANT APPLICATION AND AGREEMENT WITH THE NEW JERSEY DEPARTMENT OF TRANSPORTATION FOR \$3,690,600.00.

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

50402 RESOLUTION AUTHORIZING GRANT APPLICATION TO THE NJ DIVISION OF HIGHWAY TRAFFIC SAFETY AND ACCEPTANCE OF THE DISTRACTED DRIVING CRACKDOWN GRANT FOR GRANT PERIOD APRIL 1, 2017 TO SEPTEMBER 30, 2017 FOR \$45,000.00.

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

Comments: N/A

50403 RESOLUTION AUTHORIZING GRANT APPLICATION TO THE NJ DIVISION OF CRIMINAL JUSTICE AND ACCEPTANCE OF THE EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT, JAG-1-8TF-15 FOR \$63,807.00, WITH AN IN-KIND MATCH OF \$20,781.00, FOR A TOTAL AMOUNT OF \$84,588.00, FOR GRANT PERIOD JULY 1, 2016 TO JUNE 30, 2017.

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

Comments: N/A

50404 RESOLUTION AUTHORIZING AMENDMENT TO THE VICTIMS OF CRIME ACT GRANT V-08-15 TO INCREASE THE IN-KIND MATCH BY \$70,054.00.

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

Comments: N/A

50405 RESOLUTION AUTHORIZING A CONTRACT WITH WILLIAM R. CAREY & COMPANY, INC., FROM MARCH 1, 2017 TO FEBRUARY 28, 2018 FOR \$140,000.00.

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

Comments: N/A

DEPARTMENT OF HEALTH & HUMAN SERVICES

**FREEHOLDER JEFFERSON
FREEHOLDER BARNES**

50406 RESOLUTION AUTHORIZING STATE AREA PLAN GRANT CONTRACTS WITH VARIOUS ENTITIES FROM JANUARY 1, 2017 TO DECEMBER 31, 2017.

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

Comments: N/A

Old Business

New Business

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

OPEN

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

Comments: N/A

CLOSE

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

Comments: N/A

Adjournment

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

Comments: N/A

Time: 7:05 p.m.

Gloucester County

Board of Chosen Freeholders

Proclamation

WELCOME HOME

1st Lieutenant Carlo Aragoncillo

WHEREAS, the Gloucester County Board of Chosen Freeholders would like to take this time to honor and Welcome Home 1st Lieutenant Carlo Aragoncillo, United States Army, from his deployment to Iraq. A Welcome Home celebration is being held by family and friends at the Army/Navy Garrison #52, 26 Riverview Avenue, National Park, New Jersey, on Friday, February 17, 2017; and

WHEREAS, 1st Lieutenant Aragoncillo grew up in South Jersey and graduated from Deptford High School. He has been serving his country with the United States Army for the last five years. 1st Lieutenant Aragoncillo returns home after a ten-month deployment to Iraq where he was assigned to Bravo Company, 392nd Expeditionary Signal Battalion; and

WHEREAS, having served with honor and distinction, 1st Lieutenant Aragoncillo's awards and citations include the Meritorious Service Medal, the Army Reserve Component Achievement Medal, the National Defense Service Medal, the Operation Inherent Resolve Campaign Medal with Campaign Star, the Global War on Terrorism Expeditionary Medal, the Global War on Terrorism Service Medal, the Army Service Ribbon, the Army Overseas Service Ribbon, and the Armed Forces Reserve Medal with "M" Device; and

WHEREAS, the Board of Chosen Freeholders would like to pay tribute to 1st Lieutenant Aragoncillo and all those servicemen and servicewomen who heroically serve their country including 1st Lieutenant Aragoncillo's father, Gunnery Sergeant Leandro Aragoncillo, who served in the United States Marine Corps; and

WHEREAS, the Board of Chosen Freeholders would also like to honor the valiant families of our servicemen and servicewomen who have had to endure, not only the absence of their loved ones, but also the uncertainty of their fate; and

NOW THEREFORE, BE IT PROCLAIMED, that I, Robert M. Damminger, as Director, and on behalf of the 2017 Gloucester County Board of Chosen Freeholders, Giuseppe (Joe) Chila, Lyman Barnes, Daniel Christy, Frank J. DiMarco, James B. Jefferson and Heather Simmons are honored to welcome home 1st Lieutenant Carlo Aragoncillo and extend our heartfelt thanks for his personal sacrifice in the service to our country. Let it not be forgotten 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.

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 17th day of February, 2017.

Giuseppe (Joe) Chila
Freeholder Deputy Director

Robert M. Damminger
Freeholder Director

Lyman Barnes
Freeholder

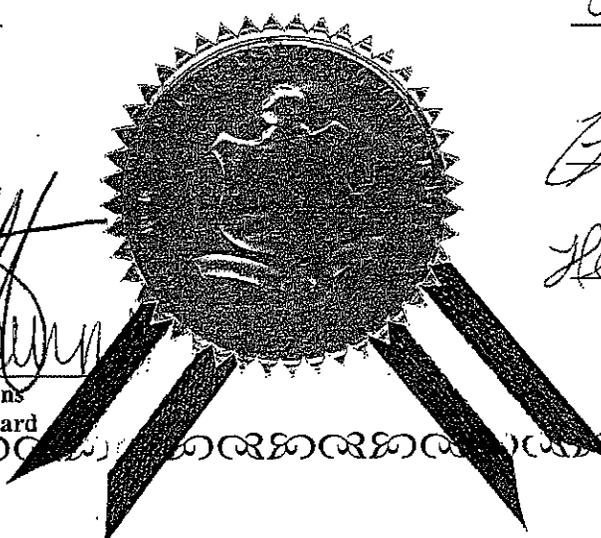
Daniel Christy
Freeholder

Frank J. DiMarco
Freeholder

James B. Jefferson
Freeholder

Heather Simmons
Freeholder

Laurie J. Burns
Clerk of the Board



Gloucester County

Board of Chosen Freeholders Proclamation

*~ In Recognition Of ~
Timothy F. McBride
Achieving Rank of Eagle Scout*

WHEREAS, the Gloucester County Board of Chosen Freeholders would like to take this time to honor and recognize Timothy McBride on his achievements as a member of the Boy Scouts of America, Troop 161; and

WHEREAS, Tim joined Boy Scouts Troop 161 on May 1, 2008, achieving the ranks of Scout, Tenderfoot, Second Class, First Class, Star and Life. On December 1, 2016, Tim distinguished himself by earning the "Rank of Eagle Scout", the highest award offered by the Boy Scouts of America; and

WHEREAS, Tim earned 32 Merit Badges, 21 of which are required for his Eagle Scout Ranking. He exhibited exceptional leadership throughout his time in the Boy Scouts, serving in the positions of Quartermaster, Troop Guide, Scribe and Senior Patrol Leader; and

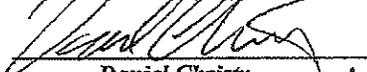
WHEREAS, Tim performed dozens of hours of community service, camped 70 nights, and hiked 34 miles with his Troop. Tim's special achievements include attending the National Youth Leadership Training, serving on the Old Colony District Youth Advisory Committee, and completing the Mile Swim twice; and

WHEREAS, Tim exhibited his commitment to public service by selecting as his Eagle Scout project the construction and installation of a series of bird houses in the Senior Community of Holiday City in Williamstown, New Jersey. He chose this Eagle Scout Project because he wanted to provide increased habitat for wildlife while at the same time providing residents with greater opportunity to observe native bird species. Tim supervised and lead volunteers through all phases of this project; and

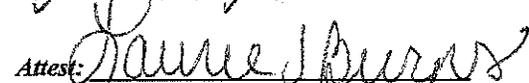
NOW, THEREFORE, BE IT PROCLAIMED, that I, Robert M. Damminger, as Director, and on behalf of the 2017 Gloucester County Board of Chosen Freeholders, Giuseppe (Joe) Chila, Lyman Barnes, Daniel Christy, Frank J. DiMarco, James B. Jefferson and Heather Simmons do hereby honor and recognize Timothy F. McBride for his leadership, personal achievements and dedicated service to his community as a member of the Boy Scouts of America, Troop 161.

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 26th day of February, 2017.


Giuseppe (Joe) Chila
Freeholder Deputy Director

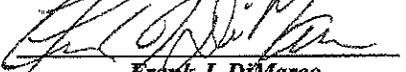

Daniel Christy
Freeholder


James B. Jefferson
Freeholder

Attest: 
Laurie J. Burns
Clerk of the Board


Robert M. Damminger
Freeholder Director


Lyman Barnes
Freeholder


Frank J. DiMarco
Freeholder


Heather Simmons
Freeholder

Gloucester County

Board of Chosen Freeholders

Proclamation

RECOGNIZING MARCH AS
AMERICAN RED CROSS MONTH
2017

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

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

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

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

NOW, THEREFORE, BE IT PROCLAIMED, that I, Robert M. Damming, as Director, and on behalf of the 2017 Gloucester County Board of Chosen Freeholders Giuseppe (Joe) Chila, Lyman Barnes, Daniel Christy, Frank J. DiMarco, James B. Jefferson and Heather Simmons do hereby proclaim March as American Red Cross Month, 2017.

IN WITNESS WHEREOF, the Board of Chosen Freeholders have caused these presents to be executed and the seal of the County of Gloucester to be affixed this 1st day of March, 2017.

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:

Laurie J. Burns, Clerk of the Board

public hearing

**RESOLUTION TO EXCEED THE COUNTY BUDGET APPROPRIATION
LIMITS AND TO ESTABLISH A CAP BANK**

WHEREAS, the Local Government Cap Law, N.J.S.A. 40A: 4-45.1 et seq., provides that in the preparation of its annual budget, a County shall limit any increase in said budget to 0.5% unless authorized by resolution to increase it to 3.5% over the previous year's final appropriations, subject to certain exceptions; and

WHEREAS, N.J.S.A. 40A: 4-45.15a provides that a County may, when authorized by resolution, appropriate the difference between the amount of its actual final appropriation and the 3.5% percentage rate as an exception to its final appropriation in either of the next two succeeding years; and

WHEREAS, the Board of Chosen Freeholders of the County of Gloucester finds it advisable and necessary to increase its CY 2017 budget by up to 3.5% over the previous year's final appropriations, in the interest of promoting the health, safety and welfare of the citizens; and

WHEREAS, the Board of Chosen Freeholders of the County of Gloucester hereby determines that a 3.5% increase in the budget for said year, amounting to \$3,850,735.95 in excess of the increase in final appropriations otherwise permitted by the Local Government Cap Law, is advisable and necessary; and

WHEREAS, the Board of Chosen Freeholders of the County of Gloucester hereby determines that any amount authorized hereinabove that is not appropriated as part of the final budget shall be retained as an exception to final appropriations in either of the next two succeeding years.

NOW THEREFORE BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester, a majority of the full authorized membership of this governing body affirmatively concurring, that, in the CY 2017 budget year, the final appropriations of the County of Gloucester shall, in accordance with this resolution and N.J.S.A. 40A: 4-45.14, be increased by 3.5%, amounting to \$3,850,735.95, and that the CY 2017 County budget for the County of Gloucester be approved and adopted in accordance with this resolution; and

BE IT FURTHER RESOLVED, that any amount authorized hereinabove that is not appropriated as part of the final budget shall be retained as an exception to final appropriation in either of the next two succeeding years; and

BE IT FURTHER RESOLVED, that a certified copy of this resolution as introduced be filed with the Director of the Division of Local Government Services within five (5) days of introduction, on February 15, 2017; and

BE IT FURTHER RESOLVED, that a certified copy of this resolution upon adoption, with the recorded vote included thereon, shall be filed with said Director within five (5) days after such public hearing and adoption, scheduled for March 15, 2017.

ADOPTED at a meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, March 15, 2017, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

LAURIE J. BURNS, CLERK OF THE BOARD

Introduction

A Resolution for the Introduction of the Annual Budget of the
County of Gloucester for the Fiscal Year 2017

Be it Resolved, that the following statements of revenues and appropriations shall constitute the County Budget for the year 2017:

Total of Appropriations.....\$ 213,319,670.00

Less: Anticipated Revenues.....\$ 48,319,670.00

Amount to be Raised by Taxation.....\$ 165,000,000.00

Be it Further Resolved, that said Budget be published in the South Jersey Times in the issue of April 7, 2017.

TAKE ROLL CALL VOTE

After vote announce:

A Hearing on the Budget and Tax Resolution will be held at the County Courthouse on April 19, 2017 at 6:30PM at which time and place objections to said Budget and Tax Resolution for the year 2017 may be presented by taxpayers or other interested persons.

Introduction

COUNTY OF GLOUCESTER, NEW JERSEY

ORDINANCE NO. _____

BOND ORDINANCE AUTHORIZING THE COMPLETION OF VARIOUS CAPITAL IMPROVEMENTS AND THE ACQUISITION OF VARIOUS PIECES OF EQUIPMENT IN AND FOR THE COUNTY OF GLOUCESTER, NEW JERSEY; APPROPRIATING THE SUM OF \$19,808,795 THEREFOR; AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION BONDS OR BOND ANTICIPATION NOTES OF THE COUNTY OF GLOUCESTER, NEW JERSEY IN THE AGGREGATE PRINCIPAL AMOUNT OF UP TO \$11,277,285; MAKING CERTAIN DETERMINATIONS AND COVENANTS; AND AUTHORIZING CERTAIN RELATED ACTIONS IN CONNECTION WITH THE FOREGOING

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

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

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

- (a) the estimated amount to be raised by the County from all sources for the purposes stated in Section 7 hereof is \$19,808,795;
- (b) the estimated amount of bonds or bond anticipation notes to be issued for the purposes stated in Section 7 hereof is \$11,277,285; and
- (c) a down payment in the amount of \$440,910 for the purposes stated in Section 7 hereof is currently available in accordance with the requirements of Section 11 of the Local Bond Law, N.J.S.A. 40A:2-11.

Section 3. The sum of \$11,277,285, to be raised by the issuance of bonds or bond anticipation notes, together with the sum of \$440,910, which amount represents the required down payment, together with state and federal grants in the amount of \$8,090,600, are hereby appropriated for the purposes stated in this bond ordinance ("Bond Ordinance").

Section 4. The issuance of negotiable bonds of the County in an amount not to exceed \$11,277,285 to finance the costs of the purposes described in Section 7 hereof is hereby authorized. Said bonds shall be sold in accordance with the requirements of the Local Bond Law.

Section 5. In order to temporarily finance the purposes described in Section 7 hereof, the issuance of bond anticipation notes of the County in an amount not to exceed \$11,277,285 is hereby authorized. Pursuant to the Local Bond Law, the County Treasurer is hereby authorized to sell part or all of the bond anticipation notes from time to time at public or private sale and to deliver the same to the purchasers thereof upon receipt of payment of the purchase price plus accrued interest from their date to delivery thereof. The County Treasurer is hereby directed to report in writing to the Board of Chosen Freeholders at the meeting next succeeding the date when any sale or delivery of the bond anticipation notes pursuant to this Bond Ordinance is made. Such report must include the amount, the description, the interest rate and the maturity schedule of the bond anticipation notes sold, the price obtained and the name of the purchaser.

Section 6. The amount of the proceeds of the obligations authorized by this Bond Ordinance which may be used for the payment of interest on such obligations, accounting, engineering, legal fees and other items as provided in Section 20 of the Local Bond Law, N.J.S.A. 40A:2-20, shall not exceed the sum of \$4,000,000.

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

	<u>Purpose/Improvement</u>	<u>Estimated Total Cost</u>	<u>Down Payment</u>	<u>Grants</u>	<u>Amount of Obligations</u>	<u>Period of Usefulness</u>
A.	Reconstruction and/or Renovation to various Gloucester County College Buildings, together with the acquisition of all materials and equipment and completion of all work necessary therefor or related thereto, all as more particularly described in the records on file in the office of the Superintendent of Buildings and Grounds (Chapter 12 Project)	\$2,900,000	\$0	\$0	\$2,900,000	20 years
B.	Reconstruction and/or Renovation to various County Parks, together with the acquisition of all materials and equipment and completion of all work necessary therefor or related thereto, all as more particularly described in the records on file in the office of the Director of Parks and Recreation	265,000	13,250	0	251,750	15 years
C.	Reconstruction and/or Renovation to various County Buildings, together with the acquisition of all materials and equipment and completion of all work necessary therefor or related thereto, all as more particularly described in the records on file in the office of the Director of Buildings and Grounds	1,910,672	95,534	0	1,815,138	15 years
D.	Construction, Reconstruction and/or Repair to various County Roadways, together with the acquisition of all materials and equipment and completion of all work necessary therefor or related thereto, all as more particularly described in the records on file in the office of the Public Works Director	\$10,825,600	\$201,750	\$6,790,600	\$3,833,250	10 years
E.	Construction, Reconstruction and/or Repair of various Intersections in the County, together with the acquisition of all materials and equipment and completion of all work necessary therefor or related thereto, all as more particularly described in the records on file in the office of the Public Works Director	300,000	0	300,000	0	10 years
F.	Construction, Reconstruction and/or Repair of various Bridges and Dams in the County, together with the acquisition of all materials and equipment and completion of all work necessary therefor or related thereto, all as more particularly described in the records on file in the office of the Public Works Director	1,000,000	0	1,000,000	0	20 years
G.	Acquisition of Computer and Phone Equipment, together with the acquisition of all materials and equipment and completion of all work necessary therefore or related thereto, all as more particularly described in the records on file in the office of the Director of Information Technology	569,323	28,466	0	540,857	5 years
H.	Acquisition of Communications Systems and Equipment, together with the acquisition of all material and equipment and completion of all work necessary therefor or related thereto, all as more particularly described in the records on file in the office of the Director of Emergency Response	200,000	10,000	0	190,000	7 years

	<u>Purpose/Improvement</u>	<u>Estimated Total Cost</u>	<u>Down Payment</u>	<u>Grants</u>	<u>Amount of Obligations</u>	<u>Period of Usefulness</u>
I.	Acquisition of Emergency Medical Services Equipment, together with the acquisition of all material and equipment and completion of all work necessary therefor or related thereto, all as more particularly described in the records on file in the office of the Director of Emergency Response	546,000	27,300	0	518,700	10 years
J.	Acquisition of Heavy Equipment, together with the acquisition of all materials and equipment and completion of all work necessary therefore or related thereto, all as more particularly described in the records on file in the office of the Public Works Director	1,292,200	64,610	0	1,227,590	15 years
	TOTAL	\$19,808,795	\$440,910	\$8,090,600	\$11,277,285	

Section 8. The average period of useful life of the several purposes for the financing of which this Bond Ordinance authorizes the issuance of bonds or bond anticipation notes authorized for said several purposes, is not less than 13.74 years (20.00 years for Section 7A, and 11.57 years for Sections 7B through 7J).

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

Section 10. The supplemental debt statement provided for in Section 10 of the Local Bond Law, N.J.S.A. 40A:2-10, was duly filed in the office of the Clerk of the Board of Chosen Freeholders prior to the passage of this Bond Ordinance on first reading and a complete executed duplicate original thereof has been filed in the Office of the Director of the Division of Local Government Services in the Department of Community Affairs of the State of New Jersey. The supplemental debt statement shows that the gross debt of the County, as defined in Section 43 of the Local Bond Law, N.J.S.A. 40A:2-43, is increased by this Bond Ordinance by \$11,277,285 and that the obligations authorized by this Bond Ordinance will be within all debt limitations prescribed by said Local Bond Law.

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

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

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

Section 14. The County hereby covenants as follows:

- (a) it shall take all actions necessary to ensure that the interest paid on the bonds or bond anticipation notes authorized by this Bond Ordinance is exempt from the gross income of the owners thereof for federal income taxation purposes, and will not become a specific item of tax preference pursuant to Section 57(a)(5) of the Code;
- (b) it will not make any use of the proceeds of the bonds or bond anticipation notes or do or suffer any other action that would cause the bonds or bond anticipation notes to be "arbitrage bonds" as such term is defined in Section 148(a) of the Code and the Regulations promulgated thereunder;

- (c) it shall calculate or cause to be calculated and pay, when due, the rebatable arbitrage with respect to the "gross proceeds" (as such term is used in Section 148(f) of the Code) of the bonds or bond anticipation notes;
- (d) it shall timely file with the Internal Revenue Service, such information report or reports as may be required by Sections 148(f) and 149(e) of the Code; and
- (e) it shall take no action that would cause the bonds or bond anticipation notes to be "federally guaranteed" within the meaning of Section 149(b) of the Code.

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

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

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

Date of Introduction: March 15, 2017

Date of Final Adoption: April 5, 2017

ADOPTED at a meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, March 15, 2017, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

LAURIE J. BURNS, CLERK OF THE BOARD

Notice of Pending Bond Ordinance and Summary.

The bond ordinance, the summary terms of which are included herein, was introduced and passed upon first reading at a meeting of the Board of Chosen Freeholders of the County of Gloucester, State of New Jersey, on March 15, 2017. It will be further considered for final passage, after public hearing thereon, at a meeting of the Board of Chosen Freeholders of the County of Gloucester to be held at the Old Court House, 1 N. Broad Street, Woodbury, New Jersey, on April 5, 2017 at 6:30 p.m. During the week prior to and up to and including the date of such meeting copies of the full ordinance will be available at no cost and during regular business hours, at the County Clerk's office for the members of the general public who shall request the same. The summary of the terms of such bond ordinance follows:

Title: **BOND ORDINANCE AUTHORIZING THE COMPLETION OF VARIOUS CAPITAL IMPROVEMENTS AND THE ACQUISITION OF VARIOUS PIECES OF EQUIPMENT IN AND FOR THE COUNTY OF GLOUCESTER, NEW JERSEY; APPROPRIATING THE SUM OF \$19,808,795 THEREFOR; AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION BONDS OR BOND ANTICIPATION NOTES OF THE COUNTY OF GLOUCESTER, NEW JERSEY IN THE AGGREGATE PRINCIPAL AMOUNT OF UP TO \$11,277,285; MAKING CERTAIN DETERMINATIONS AND COVENANTS; AND AUTHORIZING CERTAIN RELATED ACTIONS IN CONNECTION WITH THE FOREGOING**

	<u>Purpose/Improvement</u>	<u>Estimated Total Cost</u>	<u>Down Payment</u>	<u>Grants</u>	<u>Amount of Obligations</u>	<u>Period of Usefulness</u>
A.	Reconstruction and/or Renovation to various Gloucester County College Buildings, together with the acquisition of all materials and equipment and completion of all work necessary therefor or related thereto, all as more particularly described in the records on file in the office of the Superintendent of Buildings and Grounds (Chapter 12 Project)	\$2,900,000	\$0	\$0	\$2,900,000	20 years
B.	Reconstruction and/or Renovation to various County Parks, together with the acquisition of all materials and equipment and completion of all work necessary therefor or related thereto, all as more particularly described in the records on file in the office of the Director of Parks and Recreation	265,000	13,250	0	251,750	15 years
C.	Reconstruction and/or Renovation to various County Buildings, together with the acquisition of all materials and equipment and completion of all work necessary therefor or related thereto, all as more particularly described in the records on file in the office of the Director of Buildings and Grounds	1,910,672	95,534	0	1,815,138	15 years
D.	Construction, Reconstruction and/or Repair to various County Roadways, together with the acquisition of all materials and equipment and completion of all work necessary therefor or related thereto, all as more particularly described in the records on file in the office of the Public Works Director	10,825,600	201,750	6,790,600	3,833,250	10 years
E.	Construction, Reconstruction and/or Repair of various Intersections in the County, together with the acquisition of all materials and equipment and completion of all work necessary therefor or related thereto, all as more particularly described in the records on file in the office of the Public Works Director	300,000	0	300,000	0	10 years
F.	Construction, Reconstruction and/or Repair of various Bridges and Dams in the County, together with the acquisition of all materials and equipment and completion of all work necessary therefor or related thereto, all as more particularly described in the records on file in the office of the Public Works Director	1,000,000	0	1,000,000	0	20 years

	<u>Purpose/Improvement</u>	<u>Estimated Total Cost</u>	<u>Down Payment</u>	<u>Grants</u>	<u>Amount of Obligations</u>	<u>Period of Usefulness</u>
G.	Acquisition of Computer and Phone Equipment, together with the acquisition of all materials and equipment and completion of all work necessary therefore or related thereto, all as more particularly described in the records on file in the office of the Director of Information Technology	569,323	28,466	0	540,857	5 years
H.	Acquisition of Communications Systems and Equipment, together with the acquisition of all material and equipment and completion of all work necessary therefor or related thereto, all as more particularly described in the records on file in the office of the Director of Emergency Response	200,000	10,000	0	190,000	7 years
I.	Acquisition of Emergency Medical Services Equipment, together with the acquisition of all material and equipment and completion of all work necessary therefor or related thereto, all as more particularly described in the records on file in the office of the Director of Emergency Response	546,000	27,300	0	518,700	10 years
J.	Acquisition of Heavy Equipment, together with the acquisition of all materials and equipment and completion of all work necessary therefore or related thereto, all as more particularly described in the records on file in the office of the Public Works Director	1,292,200	64,610	0	1,227,590	15 years
TOTAL		\$19,808,795	\$440,910	\$8,090,600	\$11,277,285	

Appropriation: \$19,808,795
 Bonds/Notes Authorized: \$11,277,285
 Grants (if any) Appropriated: \$8,090,600
 Section 20 Costs: \$4,000,000
 Useful Life: 13.74 years

LAURIE J. BURNS,
Clerk of the Board of Chosen Freeholders

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

COUNTY OF GLOUCESTER, NEW JERSEY

Introduction

ORDINANCE NO. ____

REFUNDING BOND ORDINANCE PROVIDING FOR THE REFUNDING OF UP TO ALL OF THE COUNTY'S OUTSTANDING CALLABLE GENERAL OBLIGATION REFUNDING BONDS, SERIES 2007, DATED MARCH 15, 2007; AUTHORIZING THE ISSUANCE OF UP TO \$7,500,000 OF GENERAL OBLIGATION REFUNDING BONDS OF THE COUNTY OF GLOUCESTER, NEW JERSEY, TO FINANCE THE COSTS THEREOF; MAKING CERTAIN DETERMINATIONS AND COVENANTS IN CONNECTION THEREWITH; AND AUTHORIZING CERTAIN RELATED ACTIONS IN CONNECTION WITH THE FOREGOING

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

Section 1. The County of Gloucester, New Jersey ("County"), is hereby authorized to refund up to all of its outstanding callable General Obligation Refunding Bonds, Series 2007, dated March 15, 2007, in the aggregate principal amount of \$7,180,000, and maturing as follows (collectively, the "Callable Bonds"):

<u>Maturity Date</u>	<u>Principal Amount</u>
July 1, 2018	\$1,715,000
July 1, 2019	1,755,000
July 1, 2020	1,840,000
July 1, 2021	1,870,000

The exact principal amount of Callable Bonds to be refunded (which may be less than all of the Callable Bonds) shall be determined pursuant to a resolution adopted by the Board by not less than two-thirds of all the members thereof.

Section 2. To effectuate the refunding of up to all of the Callable Bonds, negotiable general obligation refunding bonds of the County are hereby authorized to be issued in one or more series in an aggregate principal amount not to exceed \$7,500,000 ("Refunding Bonds"), pursuant to the Local Bond Law. The exact principal amount of Refunding Bonds to be issued and terms thereof shall be determined pursuant to a resolution adopted by the Board by not less than two-thirds of all the members thereof.

Section 3. An aggregate amount not exceeding \$150,000 for the items of expense listed in and permitted by Section 51.b. of the Local Bond Law, N.J.S.A. 40A:2-51.b., has been included in the aggregate principal amount of the Refunding Bonds authorized herein.

Section 4. The purpose of the Refunding Bonds is to effect an interest cost savings for the County.

Section 5. Each Refunding Bond authorized herein shall be designated, substantially, "County of Gloucester, New Jersey, General Obligation Refunding Bond, Series 201_" and shall be in the form prescribed and permitted by the Local Bond Law, as Bond Counsel may advise, and as the County shall approve.

Section 6. The Refunding Bonds may be sold at public or private sale pursuant to a resolution of the Board adopted by not less than two-thirds of the full members thereof.

Section 7. The supplemental debt statement provided for in Section 10 of the Local Bond Law, N.J.S.A. 40A:2-10, was duly filed in the office of the Clerk of the Board prior to the passage of this refunding bond ordinance on first reading and a complete executed duplicate original thereof has been filed in the Office of the Director of the Division of Local Government Services in the Department of Community Affairs of the State of New Jersey.

Section 8. A certified copy of this refunding bond ordinance as adopted on first reading has been filed with the Director of the Division of Local Government Services in the Department of Community Affairs of the State of New Jersey prior to final adoption, together with a complete statement in the form prescribed by the Director and signed by the County Treasurer as to the outstanding indebtedness to be refunded by the issuance of the Refunding Bonds.

Section 9. This refunding bond ordinance shall take effect twenty (20) days after the first publication thereof after final adoption, as provided by the Local Bond Law, provided that the consent of the Local Finance Board has been endorsed upon a certified copy of this refunding bond ordinance as finally adopted.

Date of Introduction: March 15, 2017

Date of Adoption: April 5, 2017

ADOPTED at a meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, March 15, 2017, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

LAURIE J. BURNS, CLERK OF THE BOARD

Statement to be Published with Refunding Bond Ordinance After Introduction.

Public notice is hereby given that the foregoing Refunding Bond Ordinance was introduced and passed on first reading at a meeting of the Board of Chosen Freeholders of the County of Gloucester held on March 15, 2017. Further notice is given that said Bond Ordinance will be considered for final passage and adoption, after a public hearing thereon, at a meeting of the Board of Chosen Freeholders of the County of Gloucester to be held at the Gloucester County Courthouse, 1 North Broad Street, Woodbury, New Jersey, on April 5, 2017 at 6:30 p.m. During the week prior to and up to and including the date of said meeting, copies of said Bond Ordinance will be made available at the Office of the Clerk of the Board of Chosen Freeholders in the Gloucester County Administration Building, 2 South Broad Street, Woodbury, New Jersey, for members of the general public who request the same.

LAURIE J. BURNS,
Clerk of the Board of Chosen Freeholders

Statement to be Published with Refunding Bond Ordinance After Final Adoption.

STATEMENT

The Bond Ordinance published herewith has been finally adopted on April 5, 2017 and the twenty (20) day period of limitation within which a suit, action or proceeding questioning the validity of such ordinance can be commenced, as provided in the Local Bond Law, has begun to run from the date of the first publication of this statement.

LAURIE J. BURNS,
Clerk of the Board of Chosen Freeholders

**RESOLUTION AUTHORIZING APPROVAL OF THE
BILL LISTS FOR THE MONTH OF MARCH, 2017**

AI

WHEREAS, the Board of Chosen Freeholders of the County of Gloucester has received and reviewed the Bill List for the County as prepared, reviewed and approved by the County Treasurer for the monthly period ending March 10, 2017; and

WHEREAS, the County Treasurer has received and reviewed the Bill List for the Division of Social Services, including daily payments made by the Division and Administrative payments to be issued, which List has been reviewed and approved by the Division of Social Services Finance Officer, the Division of Social Services Director and the County Treasurer for the monthly period ending March 10, 2017.

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

BE IT FURTHER RESOLVED that the Division of Social Services' Bill List for the period ending March 10, 2017, as prepared, reviewed and approved by the Social Services Finance Officer, the Social Services Director and the County Treasurer, which List includes ratification of prior emergency payments made, is hereby approved and said Treasurer is authorized to render payment to each vendor appearing on said list.

ADOPTED at a meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, March 15, 2017, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

LAURIE J. BURNS, CLERK OF THE BOARD

A2

**RESOLUTION AUTHORIZING CANCELLATION OF CERTAIN ITEMS
FROM THE TEMPORARY BUDGET**

WHEREAS, after review, it has been determined that certain items must be canceled from the County's temporary budget; and

WHEREAS, the Treasurer has recommended the passage of a resolution to formally cancel certain items contained in the Temporary Budget as follows:

State and Federal Grants:

Abused and Missing Children	\$ 90.00
Juvenile Detention Alternatives Initiative (2016)	\$800.00

WHEREAS, said action has been reviewed and approved by the County Administrator, and the County Treasurer.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that the certain items contained in the Temporary Budget as stated above shall be canceled.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, March 15, 2017, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

LAURIE J. BURNS, CLERK OF THE BOARD

13

RESOLUTION AUTHORIZING EMERGENCY TEMPORARY APPROPRIATIONS

WHEREAS, an emergent condition has arisen with respect to certain programs; and

WHEREAS, there is a need to include additional monies in the 2017 Gloucester County temporary budget; and

WHEREAS, because no adequate provision has been made in the 2017 temporary appropriations for the aforesaid purpose, and N.J.S.A. 40A:4-20 provides for the creation of an emergency temporary appropriation for the purpose above mentioned; and

WHEREAS, the total emergency temporary resolutions adopted in the year 2017, pursuant to the provisions of Chapter 96, P.L. 1951 (N.J.S.A. 40A:4-20) including this resolution total \$14,286,038.00.

NOW, THEREFORE, BE IT RESOLVED (not less than two thirds of all members thereof affirmatively concurring) that in accordance with the provisions of N.J.S.A. 40A:4-20, the following is hereby authorized and approved:

- 1. An emergency temporary appropriation shall be:

General Administration

- 1. Board of Chosen Freeholders
Salaries & Wages 5,000.00
- 2. Financial Administration
Salaries & Wages 10,000.00
- 3. County Assessor
Salaries & Wages 15,000.00
- 4. Surrogate
Salaries & Wages 5,000.00

Code Enforcement and Administration

- 1. Consumer Protection
Salaries & Wages 4,000.00

Public Safety Functions

- 1. Emergency Response
Salaries & Wages 325,000.00
- 2. Sheriff's Office
Salaries & Wages 20,000.00
- 3. Prosecutor's Office
Salaries & Wages 60,000.00

Public Works Function

- 1. Roads & Bridges
Salaries & Wages 50,000.00
- 2. Buildings & Grounds
Other Expenses 10,000.00

Health and Human Services

1. County Health Services-Interlocal Agreements	
Salaries & Wages	80,000.00
2. Senior Services	
Salaries & Wages	40,000.00
3. Animal Shelter	
Salaries & Wages	7,500.00
Other Expenses	7,100.00

Education Functions

1. Gloucester County College	
Other Expenses	1,963,736.00
2. County Vocational School	
Other Expenses	2,000,000.00
3. Special Services School District	
Other Expenses	140,770.00
4. County Extension Services	
Salaries & Wages	5,000.00

2. That said emergency temporary appropriations have been provided for in the 2017 budget under the same titles.

3. That one certified copy of this resolution shall be filed with the Director of Local Government Services.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, March 15, 2017, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

LAURIE J. BURNS, CLERK OF THE BOARD

A-4

**RESOLUTION IN OPPOSITION TO A NEW HAZARDOUS WASTE FACILITY IN
FALLS TOWNSHIP, PENNSYLVANIA**

WHEREAS, Elcon Recycling, Inc. is applying to build a commercial hazardous waste facility next to the Delaware River, in Falls Township, PA; and

WHEREAS, Elcon has proposed to process up to 210,000 tons per year of hazardous and residual industrial wastes, including mercury, cadmium, lead, phosgene (a chemical weapon) totaling 596 different kinds of chemical wastes; and

WHEREAS, it is unreasonable to expect a single facility to specialize in the safe and effective treatment of nearly 600 types of chemical waste at one site; and

WHEREAS, 17 to 25 daily truckloads of hazardous waste will be transported via trucks past schools and residential neighborhoods; and

WHEREAS, Elcon still maintains the option to use rail in the future. Hazardous waste delivered by trains would travel nearly 1 mile within 200 feet of the Delaware River; and

WHEREAS, Bucks County ranks third behind Pittsburgh and Philadelphia in background levels of ground-level ozone and already fails for ground-level ozone pollution; and

WHEREAS, air pollutants can travel many miles away, contributing to health problems such as asthma, breathing difficulties, cancer, COPD, emphysema, heart and lung ailments, among other health issues; and

WHEREAS, the New Jersey Senate, Mount Holly Township, Florence Township, Bordentown Township, Camden County Board of Chosen Freeholders, and Burlington County Board of Chosen Freeholders, New Jersey, have adopted resolutions opposing Elcon's proposed hazardous waste facility in Falls Township; and

WHEREAS, Elcon is proposing to locate a facility within one-half mile of the Delaware River on a site that is hydrologically connected to Biles Creek and the Delaware River through a wetland and stream system; and

WHEREAS, the Philadelphia Water Department's computer simulation determined that even though they are 15 miles downstream, Elcon presents a threat to the Philadelphia's Baxter Water intakes from a chemical spill at the proposed facility; and

WHEREAS, Gloucester County municipal water systems rely on the American Water Regional Water Plant for a portion of the potable water supplied daily to their customers. The system utilizes Delaware River surface waters pumped and treated at the Delran water plant. The treatment of commercial hazardous waste at the Elcon Recycling facility presents a threat to this essential water supply, and

WHEREAS, the Delaware River is tidal, affecting up-river areas from the Falls due to storm surges; and

WHEREAS, New Jersey's Pollution Prevent Act (N.J.S.A. 13:1d-35 et seq.), states: "thousands of tons of a multitude of hazardous substances, the environmental and health effects of which are largely unknown, are discharged into the environment of the State each year; that most of these hazardous substances are legally discharged under the terms of air pollution, water pollution, and hazardous waste management permits that allow discharges of up to certain stipulated amounts; **and that the discharge of these hazardous substance into air and water, onto the land, and into the workplaces and neighborhoods of the State constitutes an unnecessary risk to the environment and to occupational and public health;**" and

WHEREAS, all New Jersey County Boards of Chosen Freeholders are vested with broad power and discretion to manage, control, and govern ["t]he property, finances and affairs of every county," (N.J.S.A. 40:20-1), and to adopt measures necessary to promote the public health, safety, and general welfare; and

WHEREAS, the technology exists to continuously monitor over 40 air pollutants known to be released from facilities such as proposed by Elcon.

NOW, THEREFORE, BE IT RESOLVED, by the Gloucester County Board of Chosen Freeholders that the Board does hereby adopt this resolution, being necessary to promote the public health and welfare, and to protect the environment, opposing the construction of this facility and urging the Supervisors of Falls Township to adopt a Clean Air Ordinance adopting requirements for any new hazardous waste facilities in the township to use continuous emissions monitoring for releases of toxic and other chemical pollutants to the air, requiring real-time online disclosure of such emissions data, and setting the strictest possible emissions limits to protect our region's air quality and the health of our region's people. The Supervisors of Falls Township are urged to do all in their power to limit the further concentration of waste industries and other polluting industries in their Township. The Gloucester County Board of Chosen Freeholders additionally urge Bucks County and the Pennsylvania Department of Protection Agency to consider the danger this proposed hazardous waste facility poses to residents of this township and surrounding areas.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, March 15, 2017, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ATTEST:

ROBERT M. DAMMINGER, DIRECTOR

LAURIE J. BURNS, CLERK OF THE BOARD

AS

**RESOLUTION AUTHORIZING THE COUNTY OF GLOUCESTER
TO ENTER INTO A COOPERATIVE PRICING AGREEMENT**

WHEREAS, N.J.S.A. 40A:11-11(5) authorizes contracting units to establish a Cooperative Pricing System and to enter into Cooperative Pricing Agreements for its administration; and

WHEREAS, the Educational Services Commission of New Jersey, hereinafter referred to as the "Lead Agency " has offered voluntary participation in a Cooperative Pricing System for the purchase of goods and services;

WHEREAS, on March 15, 2017, the Board of Chosen Freeholders of the County of Gloucester, State of New Jersey duly considered participation in a Cooperative Pricing System for the provision and performance of goods and services.

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

1. This Resolution shall be known and may be cited as the Cooperative Pricing Resolution of the County of Gloucester; and
2. Pursuant to the provisions of N.J.S.A. 40A:11-11(5), the County of Gloucester is hereby authorized to enter into a Cooperative Pricing Agreement with the Lead Agency; and
3. 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 Cooperative Pricing Agreement; and
4. The Lead Agency shall be responsible for complying with the provisions of the Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq.) and all other provisions of the revised statutes of the State of New Jersey.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, March 15, 2017, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

LAURIE J. BURNS, CLERK OF THE BOARD

AS

COOPERATIVE PRICING SYSTEM AGREEMENT

**THE EDUCATIONAL
SERVICES COMMISSION OF NEW JERSEY
65MCECCPS**

AGREEMENT FOR A COOPERATIVE PRICING SYSTEM

This Agreement made and entered into this 15th day of March, 2017, by and between the, **EDUCATIONAL SERVICES COMMISSION OF NEW JERSEY** and the **COUNTY OF GLOUCESTER** who desire to participate in the **EDUCATIONAL SERVICES COMMISSION OF NEW JERSEY COOPERATIVE PRICING SYSTEM**.

WITNESSETH

WHEREAS, *N.J.S.A. 40A:11-11(5)*, specifically authorizes two or more contracting units to establish a Cooperative Pricing System for the provision and performance of goods and services and enter into a Cooperative Pricing Agreement for its administration; and

WHEREAS, the **EDUCATIONAL SERVICES COMMISSION OF NEW JERSEY** is conducting a voluntary Cooperative Pricing System with other contracting units; and

WHEREAS, this Cooperative Pricing System is to effect substantial economies in the provision and performance of goods and services; and

WHEREAS, all parties hereto have approved the within Agreement by Resolution' in accordance with the aforesaid statute; and

WHEREAS, it is the desire of all parties to enter into such Agreement for said purposes;

NOW, THEREFORE, IN CONSIDERATION OF the promises and of the covenants, terms and conditions hereinafter set forth, it is mutually agreed as follows:

The goods or services to be priced cooperatively may include supplies and materials, time and material bids, energy aggregation and such other items that two or more participating contracting units in the system agree can be purchased on a cooperative basis.

1. The items and classes of items which may be designated by the participating contracting units hereto may be purchased cooperatively for the period commencing with the execution of this Agreement and continuing until terminated as hereinafter provided.
2. The Lead Agency, on behalf of all participating contracting units, shall upon approval of the registration of the System and annually thereafter IN JANUARY OF EACH SUCCEEDING YEAR publish a legal ad in such format as required by *N.J.A.C. 5:34- 7.9(a)* in its official newspaper normally used for such purposes by it to include such information as:
 - (A) The name of Lead Agency soliciting competitive bids or informal quotations.
 - (B) The address and telephone number of Lead Agency.
 - (C) The names of the participating contracting units.
 - (D) The State Identification Code assigned to the Cooperative Pricing System.
 - (E) The expiration date of the Cooperative Pricing System.
3. Each of the participating contracting units shall designate, in writing, to the Lead Agency, the items to be purchased and indicate therein the approximate quantities if required, the location for delivery and other requirements, to permit the preparation of specifications as provided by law.
4. The specifications shall be prepared and approved by the Lead Agency and no changes shall be made thereafter except as permitted by law. Nothing herein shall be deemed to prevent changes in specifications for subsequent purchases.
5. A single advertisement for bids or the solicitation of informal quotations for the goods or services to be purchased shall be prepared by the Lead Agency on behalf of all of the participating contracting units desiring to purchase any item.
6. The Lead Agency when advertising for bids or soliciting informal quotations shall receive bids or quotations on behalf of all participating contracting units. Following the receipt of bids, the Lead Agency shall review said bids and on behalf of all participating contracting units, either reject all or certain of the bids or make one award to the lowest responsible bidder or bidders for each separate item. This award shall result in the Lead Agency entering into a Master Contract with the successful bidder(s) providing for two categories of purchases:

(A) The quantities ordered for the Lead Agency's own needs, and

(B) The estimated aggregate quantities to be ordered by other participating contracting units by separate contracts, subject to the specifications and prices set forth in the Lead Agency's Master Contract.

- 7 The Lead Agency shall enter into a formal written contract(s) directly with the successful bidder(s) only after it has certified the funds available for its own needs.
8. Each participating contracting unit shall also certify the funds available only for its own needs ordered; enter into a formal written contract, when required by law, directly with the successful bidder(s); issue purchase orders in its own name directly to successful vendor(s) against said contract; accept its own deliveries; be invoiced by and receive statements from the successful vendor(s); make payment directly to the successful vendor(s) and be responsible for any tax liability.
9. No participating contracting unit in the Cooperative Pricing System shall be responsible for payment for any items ordered or for performance generally, by any other participating contracting unit. Each participating contracting unit shall accordingly be liable only for its own performance and for items ordered and received by it and none assumes any additional responsibility or liability.
10. The provisions of Paragraphs 7, 8, 9, and 10 above shall be quoted or referred to and sufficiently described in all specifications so that each bidder shall be on notice as to the respective responsibilities and liabilities of the participating contracting units.
11. No participating contracting unit in the Cooperative Pricing System shall issue a purchase order or contract for a price which exceeds any other price available to it from any other such system in which it is authorized to participate or from bids or quotations which it has itself received.
12. The Lead Agency reserves the right to exclude from consideration any good or service if, in its opinion, the pooling of purchasing requirements or needs of the participating contracting units is either not beneficial or not workable.
13. The Lead Agency shall appropriate sufficient funds to enable it to perform the administrative responsibilities assumed pursuant to this Agreement.
14. *It is understood that all fees for each participating contracting unit are paid to the Lead Agency by the successful bidder as follows:*
 - *Supplies, materials, goods and services at 2.2% of sales.*

- *Natural Gas .00325 per therm*
- *Electrical Aggregation.00125 per kilowatt hour*
- *Demand Response at 7% of reimbursement*

All fees are included within the bid price and are subject to change with new awards and notice to all cooperative members will be provided.

15 This Agreement shall become effective on March 15, 2017 subject to the review and approval of the Director of the Division of Local Government Services and shall continue in effect for a period not to exceed five (5) years from said date unless any party to this Agreement shall give written notice of its intention to terminate its participation.

16. *Additional local contracting units may from time to time, execute this Agreement by means of a Rider annexed hereto, which addition shall not invalidate this Agreement with respect to other signatories. The Lead Agency is authorized to execute the Rider on behalf of the members of the System.*

17. All records and documents maintained or utilized pursuant to terms of this Agreement shall be identified by the System Identifier assigned by the Director, Division of Local Government Services, and such other numbers as are assigned by the Lead Agency for purposes of identifying each contract and item awarded.

18. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed and executed by their authorized corporate officers and their respective seals to be hereto affixed the day and year above written.

FOR THE LEAD AGENCY

BY: _____
Patrick M Moran
Business Administrator/Board Secretary

ATTEST BY: _____
Name and Title

For THE COUNTY OF GLOUCESTER

BY: _____
Robert M. Daminger, Director

ATTEST BY: _____
Laurie J. Burns, Clerk of the Board

COOPERATIVE PRICING AGREEMENT RIDER

Pursuant to Paragraph 18 of the Cooperative Pricing Agreement, the County of Gloucester hereby requests that it be allowed to participate in the cooperative arrangement described in the above-mentioned Agreement.

The County of Gloucester acknowledges that it has received and reviewed the Agreement in its entirety, and agrees to be bound by its promises, covenants, terms and conditions, as well as by any rules and regulations duly promulgated by the Lead Agency and the members of the Cooperative Pricing System.

The County of Gloucester shall likewise be entitled to all the rights and benefits of a member of the Cooperative Pricing System.

IN WITNESS WHEREOF, the parties hereto have caused this Rider to be executed by their authorized officers.



**The Educational Services Commission of New Jersey (ESCNJ)
New Jersey State Approved Co-op# "65MCESCCPS"**

How do I use this Co-op?

If your organization is a member then simply visit our web site at www.mresc.k12.nj.us to learn more about the program and current contracts.

If you are not a member then you must pass a resolution to join the Co-op and execute the "AGREEMENT FOR A COOPERATIVE PRICING SYSTEM" and send original certified copies to Mr. Patrick M. Moran at the MRESC. Once your information is received your organization will be registered with the Division of Local Government Services and you can use the bids available through the Co-op.

Who is eligible to join the Co-op?

N.J.S.A. 40A11-11(5) authorizes contracting units to enter into a Cooperative Pricing Agreement to participate in a Cooperative Pricing System. 18A:18A-11 permits School Districts to enter into joint agreements with Counties and Municipalities. Therefore all Public School Districts, Counties, Municipalities, State Universities, Colleges and County Colleges are eligible to join.

Why is it legal to purchase off a Co-op contract?

It is legal to purchase off a Co-op contract because this system is registered with the Division of Local Government Services and bids are developed in accordance with New Jersey Public Contracts Law and only offered to registered members.

How will my organization benefit from using Co-op contracts?

The primary benefit to using a Co-op contract is the aggressive bid pricing that is received by vendors who want access to an established pool of potential clients.

Other benefits include the savings realized from not having to develop bid specifications and pay for advertising. Members get access to quality products provided by reliable vendors who have established reputations and a track record of success. The elimination of the need to award a contract to a vendor who may not be qualified or reject and re-bid when time is critical.

To learn more about the MRESC and the Co-op offerings visit our website at www.mresc.k12.nj.us where you can review the bid documents and obtain the membership resolution and agreement.

Patrick M. Moran
Business Administrator/Board Secretary
Middlesex Regional ESC
1660 Stelton Rd.
Piscataway N.J. 08854
pmoran@mresc.k12.nj.us
732-777-9848 X 3120
732-777-9855 Fax

**RESOLUTION AUTHORIZING A CONTRACT WITH THE
TREE HOUSE, INC. FROM MARCH 15, 2017 TO MARCH 14, 2018
IN AN AMOUNT NOT TO EXCEED \$80,000.00**

WHEREAS, the County of Gloucester advertised for public bids to supply and deliver printer ribbons, ink jet and toner cartridges, fax machine toner, and drum units to be utilized by various County departments and all received bids were publicly opened on February 17, 2017; and

WHEREAS, after following proper bidding procedure, it was determined that The Tree House, Inc., with a mailing address of P.O. Box 413, Norwood, MA 02062 was the lowest responsive and responsible bidder in an amount not to exceed 80,000.00 from March 15, 2017 to March 14, 2018; and

WHEREAS, the contract shall be for estimated units of service and is open-ended, which does not obligate the County of Gloucester to make any purchase; and, therefore, no Certificate of Availability of Funds is required at this time; and

WHEREAS, this contract shall be for a period of one (1) year from March 15, 2017 to March 14, 2018. Continuation of the contract beyond December 31, 2017 is conditioned upon approval of the 2018 Gloucester County Budget.

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 a contract with The Tree House, Inc., for supply and delivery of the products referenced herein per PD-17-007, in an amount not to exceed \$80,000.00 from March 15, 2017 to March 14, 2018.

BE IT FURTHER RESOLVED before any purchase be made or service rendered pursuant to the within award, the County Treasurer must certify 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 meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, March 15, 2017 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

**LAURIE J. BURNS,
CLERK OF THE BOARD**

A-6

**CONTRACT BETWEEN
COUNTY OF GLOUCESTER
AND
THE TREE HOUSE, INC.**

THIS CONTRACT is made effective the 15th day of **March, 2017**, by and between **THE COUNTY OF GLOUCESTER**, a body politic and corporate, with administrative offices at 2 South Broad Street, Woodbury, New Jersey, 08096, hereinafter referred to as "**County**", and **THE TREE HOUSE, INC.**, with a mailing address of P.O. Box 413, Norwood, MA 02062, hereinafter referred to as "**Vendor**".

RECITALS

WHEREAS, there exists a need for the County to contract for the supply and delivery of printer ribbons, ink jet and toner cartridges, fax machine toner, and drums as per bid **PD-017-007**, for use by various County departments; and

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

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

TERMS OF AGREEMENT

1. **TERM.** This Contract shall be effective for a period of one (1) year from March 15, 2017 to March 14, 2018.
2. **COMPENSATION.** Contract shall be for estimated units of service as set forth in the specifications PD-017-007, which sets forth specific units, for an amount not to exceed \$80,000.00.

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 items delivered 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 supplies delivered furnished under this Contract.

3. **DUTIES OF VENDOR.** The specific duties of the Vendor shall be as set forth in the Specifications **PD-017-007** and Vendor's Proposal, which are incorporated into, and made part of this Contract, by reference. Vendor shall supply and delivery gasoline and diesel fuel to the

County of Gloucester.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

13. **METHODS OF WORK.** Vendor agrees that in performing its work, it shall employ

such methods or means as will not cause any interruption or interference with the operations of County or infringe on the rights of the public.

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

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

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

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

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

23. **CONTRACT PARTS.** Incorporated herein by reference are the Specifications and the Proposal. If there is a conflict between this Contract and the Specifications, this Contract will control. If there is a conflict between this Contract or the Specifications, and the Proposal, then this Contract shall control.

THIS CONTRACT is made effective the **15th** day of **March, 2017**.

IN WITNESS WHEREOF, the County has caused this instrument to be signed by its Director and attested by the Board Clerk pursuant to a Resolution passed for that purpose, and Vendor has caused this instrument to be signed by its properly authorized representative, witnessed and its corporate seal, if applicable, affixed the day and year first above written.

ATTEST:

COUNTY OF GLOUCESTER

LAURIE J. BURNS,
CLERK OF THE BOARD

ROBERT M. DAMMINGER,
DIRECTOR

ATTEST:

THE TREE HOUSE, INC.

By:
Title:

PD 017-007		VENDOR:	VENDOR:	VENDOR:	VENDOR:	VENDOR:
Bid Opening 2/17/17 at 10:00 am		CVR Computer Supplies	The Office Pal, Inc.	The Tree House	Beyond Technology	Supply Saver Corporation
SPECIFICATIONS FOR THE DELIVERY OF PRINTER RIBBONS, PRINTER INK JET AND TONER CARTRIDGES, FAX MACHINE TONER AND DRUM UNITS TO BE UTILIZED BY VARIOUS DEPARTMENTS IN THE COUNTY OF GLOUCESTER		9 Tanager St. Ste 107 Haddonfield, NJ 08033 Steve Yuhas VP of Sales 856 857-0355 856 857-0357 Fax svcvr@yahoo.com	P.O. Box 2 Lakewood, NJ 08701 Brenda Friedman 877-486-0590 732-363-6933 - Fax brenda@theofficepal.com	PO Box 413 Norwood, MA 02062 David Ritzo -Sales 800 595-6651 781 278-0706 Fax dritzz@aol.com	14697 E. Easter Avenue #G Centennial, CO 80112 Jessa Bowe, Secretary 800-548-0277 303-623-4843 customerservice@beyondec.com	1324 Wyckoff Road Neptune, NJ 07753 Laurence Jones, President 800-526-2794 732-938-4045 ljones@supplysaver.com
DESCRIPTION	Lump Sum Price	BID REJECTED AS	BID REJECTED AS	Lump Sum Price	BID REJECTED AS	Lump Sum Price
Various printer ribbons, printer ink jet and toner cartridges, fax machine toner and drum units.		NON-RESPONSIVE - DID NOT BID ON ALL ITEMS	NON-RESPONSIVE - DID NOT BID ON ALL ITEMS	\$24,451.90	NON-RESPONSIVE - DID NOT BID ON ALL ITEMS	NON-RESPONSIVE - DID NOT BID ON ALL ITEMS
<i>Individual Prices</i>						
Axiom Model A758 Purple				\$8.00		
<i>BROTHER</i>						
DR400 Fax Drum				\$142.25		
DR 500 Fax Drum				\$163.00		
DR510 Fax Drum				\$155.95		
DR520 Fax Drum				\$181.10		
DR620 Fax Drum				\$116.60		
LC 101 BK				\$10.20		
LC 101 Y				\$6.80		
LC 1010 C				\$6.80		
LC 101 M				\$6.80		
TN420 Drum				\$30.15		
TN430 Fax Toner				\$52.60		
TN450 Fax Toner				\$46.05		
TN460 Toner				\$74.20		
TN530 Toner				\$65.30		
TN540 Toner				\$66.70		
TN550 Toner				\$69.75		
TN570 High Yield				\$86.25		
TN580 Toner				\$94.95		
TN-650 Toner				\$93.25		
<i>CANON</i>						
1977B001AA Yellow				\$64.30		
1978B001AA Magenta				\$64.30		

1979B001AA Cyan					\$64.30		
19980B001AA Black					\$67.70		
2659B001AA Yellow					\$107.95		
2660B001AA Magenta					\$107.95		
2661B001AA Cyan					\$107.95		
2662B001AA Black					\$111.60		
3500B001 Black					\$67.00		
6260B012AA Yellow					\$213.00		
6262E012AA Magenta					\$213.00		
6262B012AA Cyan					\$213.00		
6264B012AA Black					\$196.20		
6269B001 Yellow					\$75.50		
6270B001 Magenta					\$75.50		
6270B001 Cyan					\$75.50		
6272E001AA Black					\$62.00		
9435B001					\$71.35		
CL211XL Black					\$26.80		
CL142M Magenta					\$13.10		
CL142PC Photo Cyan					\$13.10		
CL142Y Yellow					\$13.10		
CL142bl Black					\$13.10		
CL142g Gray					\$13.10		
CL142lgv Light Gray					\$13.10		
CNM3500B001AA					\$67.00		
PG1 58K					\$17.50		
PG210XL Black					\$21.95		
8C CL1-8C Cyan					\$15.95		
8M CL1-8M Magenta					\$15.95		
8Y CL18Y Yellow					\$15.95		
H6 Black 1980B001AA					\$67.70		
H6 Cyan 1979B001AA					\$64.30		
H6 Magenta 1978B001AA					\$64.30		
H6 Yellow 1977B001AA					\$64.30		
<i>EPSON</i>							
059120 Black					\$16.60		
S015337 Ribbon					\$8.85		
EPS-T048520					\$12.00		
T017201 Black					\$32.55		
T019201 Color					\$32.55		
T059120 Black					\$16.60		

T059220 Cyan					\$16.60		
T059320 Magenta					\$16.60		
T059420 Yellow					\$16.60		
EPS-T059520 Light Cyan					\$16.60		
EPS-T059620 Light Magenta					\$16.60		
EPS-T059720 Light Black					\$16.60		
EPS-T059820 Matte Black					\$16.60		
EPS-T059920 Light, Light Black					\$16.60		
TO87020 Gloss Optimizer					\$13.90		
TO87120 Photo Black					\$13.90		
TO87820 Matte Black					\$13.90		
TO87220 Cyan					\$13.90		
TO87320 Magenta					\$13.90		
TO87420 Yellow					\$13.90		
TO87720 Red					\$13.90		
TO87920 Orange					\$13.90		
T200120 Black					\$12.45		
T200220 Cyan					\$8.25		
T200320 Magenta					\$8.25		
T200420 Yellow					\$8.25		
T200X1J20 Black XL					\$30.10		
T200X1J220 Cyan XL					\$17.05		
T200X1J320 Magenta					\$17.05		
T200X1J420 Yellow XL					\$17.05		
T54451 Photo Black					\$42.00		
T545100 Black					\$42.00		
T545200 Cyan					\$42.00		
T545300 Magenta					\$42.00		
T545400 Yellow					\$42.00		
T545500 Light Cyan					\$42.00		
T545600 Light Magenta					\$42.00		
<i>Fargo Ynako</i>							
800015-540					\$115.00		
<i>Hewlett Packard</i>							
HEW-390A					\$132.80		
HEW-902XL Yellow T6M10AN#140					\$15.80		
HEW-902XL Black T614AN#140					\$29.70		
HEW-902XL Magenta T6M06AN#140					\$15.80		
HEW-902XL Cyan T6M02AN#140					\$15.80		
HEW-934XL Black					\$26.50		

HEW-935XL Yellow					\$16.50		
HEW-935XL Cyan					\$16.50		
HEW-935XL Magenta					\$16.50		
HEW-950XL Black					\$30.75		
951XL Cyan, Magenta, Yellow					\$24.00		
51645A Black					\$31.90		
HEW-C1775A					\$66.00		
HEW-C1823D Color					\$42.20		
HEW-C2P04A Black					\$13.00		
HEW-C2P06A Tri Color					\$16.10		
HEW-C2P23AN					\$26.50		
HEW-C2P24AN					\$16.50		
HEW-C2P25AN					\$16.50		
HEW-C2P26AN					\$16.50		
HEW-C4127X					\$110.00		
HEW-C4182X					\$120.00		
HEW-C4254A					\$70.00		
HEW-C6578D Tri-Color					\$33.00		
HEW-C6578DN Tri-Color					\$33.00		
HEW-C6578AN Double Tri Color					\$61.30		
HEW-C6578 AN					\$61.30		
HEW-C6615DN Black					\$33.10		
HEW-C6625A Tri Color					\$35.65		
HEW-C6656AN Toner					\$23.50		
HEW-6657AN Tri Color					\$37.80		
HEW-C6658AN Toner					\$27.65		
HEW-C7115A					\$66.00		
HEW-C8061X					\$130.00		
HEW-C8543X					\$236.45		
HEW-C8721WN					\$19.70		
HEW-C8765WN Black					\$23.00		
HEW-C8766 Black					\$27.60		
HEW-C8767WN Black					\$30.00		
HEW-C8771 WN Cyan					\$10.20		
HEW-C8772WN Magenta					\$10.20		
HEW-C8773WN Yellow					\$10.20		
HEW-C8774 WN Light Cyan					\$10.20		
HEW-C8775 WN Light Magenta					\$10.20		
HEW-C9321FN					\$61.30		
HEW-C9348FN Black					\$60.00		
HEW-C9351A Black					\$14.00		

HEW-C9352A Tri Color					\$19.45		
HEW-C9353FN 2 pack					\$61.00		
HEW-C9359 AN					\$18.00		
HEW-C9363WN Tri Color					\$34.00		
HEW-C9364 WN					\$21.00		
HEW-C9363WN Photo					\$27.65		
HEW-C9385AN					\$20.40		
HEW-C9386 AN					\$15.30		
HEW-C9387 AN					\$15.30		
HEW-C9388 AN					\$15.30		
HEW-C9730A Black					\$210.00		
HEW-C9731A Cyan					\$295.00		
HEW-C9732A Yellow					\$295.00		
HEW-C9733A Magenta					\$295.00		
HEW-C9734B Transfer Kit					\$289.00		
HEW-CB321 WN Black					\$20.90		
HEW-CB322WN Photo XL					\$18.30		
HEW-CB323WN Cyan XL here					\$18.30		
HEW-CB324WN Magenta XL					\$18.30		
HEW-CB325WN Yellow XL					\$18.30		
HEW-CB400A Black					\$135.00		
HEW-CB401A Cyan					\$205.00		
HEW-CB402A Yellow					\$205.00		
HEW-CB403A Magenta					\$205.00		
HEW-CB540A Black					\$59.00		
HEW-CB541A Cyan					\$54.00		
HEW-CB542A Yellow					\$54.00		
HEW-CB543A Magenta					\$54.00		
HEW-CC364A					\$132.00		
HEW-CC530A (Black)					\$82.00		
HEW-CC531A (Cyan)					\$85.00		
HEW-CC532A (Yellow)					\$85.00		
HEW-CC533A (Magenta)					\$85.00		
HEW-CC641WN					\$30.50		
HEW-CC644WN					\$34.95		
HEW-CE255A					\$112.70		
HEW-CE255X					\$172.00		
HEW-CE255XD					\$315.45		
HEW-CE390A					\$132.90		
HEW-CE390X					\$221.85		

HEW-CE410A Black					\$58.00		
HEW-CE410X Black					\$79.00		
HEW-CE411A Cyan					\$89.00		
HEW-CE412A Yellow					\$89.00		
HEW-CE413A Magenta					\$89.00		
HEW-CE505A					\$65.00		
HEW-CE740A Black					\$104.00		
HEW-CE741A Cyan					\$184.90		
HEW-CE742A Yellow					\$184.90		
HEW-CE743A Magenta					\$184.90		
HEW-CF226A					\$85.00		
HEW-CF280A					\$76.00		
HEW-CF280X					\$136.15		
HEW-CF281X					\$217.75		
HEW-CF350A					\$38.00		
HEW-CF351A					\$39.00		
HEW-CF352A					\$39.00		
HEW-CF353A					\$39.00		
HEW-CF400A Black					\$47.00		
HEW-CF401A Cyan					\$56.00		
HEW-CF402A Yellow					\$56.00		
HEW-CF403A Magenta					\$56.00		
HEW-CF410A Black					\$61.00		
HEW-CF411A Cyan					\$77.00		
HEW-CF412A Magenta					\$77.00		
HEW-CF413A Yellow					\$77.00		
HEW-CH565A Black					\$32.00		
HEW-CH566A Cyan					\$22.20		
HEW-CH563WN Black					\$25.00		
HEW-CH564WN Tri Color					\$26.00		
HEW-CH567A Magenta					\$22.20		
HEW-CH568A Yellow					\$22.20		
HEW-CN045AN Black					\$30.75		
HEW-CN046AN Cyan					\$24.00		
HEW-CN047AN Magenta					\$24.00		
HEW-CN048AN Yellow					\$24.00		
HEW-CN049AN Black					\$19.90		
HEW-CN050A Cyan					\$15.35		
HEW-CN051A Magenta					\$15.35		
HEW-CN052A Yellow					\$15.35		
HEW-CN053AN Black					\$27.50		

HEW-CN054AN Cyan						\$13.60			
HEW-CN055AN Magenta						\$13.60			
HEW-CN056AN Yellow						\$13.60			
HEW-CN058AN Cyan						\$9.00			
HEW-CN059AN Magenta						\$9.00			
HEW-CN060AN Yellow						\$9.00			
HEW-CN0684WN Black						\$20.90			
HEW-Q1338A						\$135.00			
HEW-Q1339A						\$192.15			
HEW-Q2610A						\$130.85			
HEW-Q2612A						\$54.00			
HEW-Q2613A						\$77.70			
HEW-Q2613X						\$96.20			
HEW-Q2670A						\$85.00			
HEW-Q2671A Cyan						\$85.00			
HEW-Q2672A Yellow						\$85.00			
HEW-Q2673A Magenta						\$85.00			
HEW-Q3655A (Maintenance Kit)						\$110.00			
HEW-Q5421A						\$245.00			
HEW-Q5942A						\$125.00			
HEW-Q5942X						\$213.00			
HEW-Q5949A						\$77.70			
HEW-Q5949X						\$142.15			
HEW-Q6000A Black						\$71.40			
HEW-Q6001A Cyan						\$77.90			
HEW-Q6002A Yellow						\$77.90			
HEW-Q6003A Magenta						\$77.90			
HEW-Q6511A						\$117.00			
HEW-Q7551A						\$111.25			
HEW-Q7551X						\$184.00			
HEW-Q7553A						\$75.95			
RMI-1082						\$187.00			
Toner 43X						\$236.45			
TROY-02-81136-001						\$380.00			
HP81A						\$116.00			
HP81X						\$217.75			
IBM									
1053685						\$25.55			
KYOCERA									
FS-C8550DN						\$85.00			

RESOLUTION AUTHORIZING A CONTRACT AMENDMENT INCREASE WITH TYCO INTEGRATED SECURITY, LLC IN THE AMOUNT OF \$7,600.00

WHEREAS, by Resolution adopted on March 16, 2016, a contract was authorized between the County of Gloucester (hereinafter "County") and Tyco Integrated Security, LLC (hereinafter "Tyco") for maintenance of security access control systems in various County buildings in an amount not to exceed \$40,000.00; and

WHEREAS, an amendment to the contract is necessary to increase the contract amount by \$7,600.00 due to unanticipated additional maintenance and repair services at the Justice Complex and Social Services Buildings; and

WHEREAS, the contract is for estimated units of service and is open-ended, which does not obligate the County of Gloucester to make any purchase; and, therefore, no Certificate of Availability of Funds is required at this time; and

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 attest to a contract amendment for the contract dated March 27, 2016 to March 26, 2017 with Tyco Integrated Security, LLC increasing the contract by \$7,600.00, for a total contract amount not to exceed \$47,600.00.

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 meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, March 15, 2017 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

**LAURIE J. BURNS,
CLERK OF THE BOARD**

A7

**AMENDMENT TO CONTRACT
BETWEEN
COUNTY OF GLOUCESTER
AND
TYCO INTEGRATED SECURITY, LLC**

THIS is an amendment to a contract entered into on the 27th day of March, 2016 by and between the **County of Gloucester**, hereinafter referred to as **“County”**, and **Tyco Integrated Security, LLC** of 3601 Eisenhower Avenue, Alexander, VA 22304, hereinafter referred to as **“Contractor”**.

NOW, THEREFORE, in further consideration for the mutual promises made by and between County and Contractor in the above-described contract, the parties hereby agree to an amendment to the contract as follows:

The Contract is amended to increase the contract amount by \$7,600.00, for a total contract amount not to exceed \$47,600.00. Said extension is necessary to cover additional unanticipated repair and maintenance services at the Social Services Building and the Justice Complex which were not anticipated at the time of the original contract.

ALL OTHER TERMS and provisions of the contract and the conditions set forth therein that are consistent with this addendum shall remain in full force and effect.

THIS AMENDMENT is effective as of the 15th day of **March, 2017**.

ATTEST:

COUNTY OF GLOUCESTER

**LAURIE J. BURNS,
CLERK OF THE BOARD**

**ROBERT M. DAMMINGER,
DIRECTOR**

ATTEST:

TYCO INTEGRATED SECURITY, LLC

**By:
Title:**

RESOLUTION AUTHORIZING A CONTRACT FOR THE PURCHASE OF EQUIPMENT AND MAINTENANCE WITH TYCO INTEGRATED SECURITY, LLC FROM MARCH 27, 2017 TO MARCH 26, 2018 IN AN AMOUNT NOT TO EXCEED \$75,994.50

WHEREAS, the County of Gloucester has a need for new door-lock entry systems at the Government Services Building/Clayton and the Budd Boulevard Building, and the maintenance of all existing Casi-Rusco/Lenel Access Control Equipment previously installed in 2006 by ADT Security Systems, Inc. (n/k/a Tyco Integrated Security, LLC) of 3601 Eisenhower Avenue, Alexander, VA 22304; and

WHEREAS, said maintenance shall provide coverage for door lock entry systems for sixteen County facilities, namely: (1) Shady Lane Complex; (2) Administration Building; (3) Prosecutor's/Corrections (portion of the Justice Complex); (4) Vehicle Car Wash; (5) I.T./Clayton Annex; (6) Emergency Response/911; (7) Animal Shelter; (8) Govt. Services/Engineering/Planning; (9) Budd Boulevard; (10) Social Services; (11) Board of Elections; (12) Five-Points Building; (13) Holly Ave. Building/Health; (14) Highway Div./Mantua Yard Bldg.; (15) Pitman Golf Course; and (16) Highway Div./Swedesboro Yard/Glen Echo Road; and

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

WHEREAS, the County Treasurer has certified the availability of funds for the purchase of equipment for \$25,994.50 pursuant to CAF#17-01989, which amount shall be charged against budget line item #C-04-15-023-250-23219; and

WHEREAS, the maintenance portion of the contract is for estimated units of service in an amount not to exceed \$50,000.00 and is open-ended, which does not obligate the County of Gloucester to make any purchase, and therefore, no Certificate of Availability of Funds is required at this time.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the Director of the Board be and is hereby authorized to execute and the Clerk of the Board be and hereby is authorized to attest to, the contract with Tyco Integrated Security, LLC for the purchase of equipment in the amount of 25,994.50, and related maintenance at County facilities as referenced herein not to exceed \$50,000.00, for total contract amount not to exceed \$75,994.50 from March 27, 2017 to March 26, 2018; 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 Purchasing Agent of the County of Gloucester certifying that sufficient funds are available at that time for that particular purchase and identifying the line item of the County budget out of which said funds will be paid.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, March 15, 2017, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ATTEST:

ROBERT M. DAMMINGER, DIRECTOR

**LAURIE J. BURNS,
CLERK OF THE BOARD**

A8

**CONTRACT BETWEEN
COUNTY OF GLOUCESTER
AND
TYCO INTEGRATED SECURITY, LLC**

THIS CONTRACT is made effective the 27th day of **March, 2017**, by and between the **COUNTY OF GLOUCESTER**, a body politic and corporate, with offices at 2 South Broad Street, Woodbury, New Jersey 08096, hereinafter referred to as "**County**", and **TYCO INTEGRATED SECURITY, LLC** with offices at 3601 Eisenhower Avenue, Alexander, VA 22304 hereinafter referred to as "**Contractor**".

RECITALS

WHEREAS, the County of Gloucester has a need for door lock entry systems at the Government Services Building/Clayton and the Budd Boulevard Building, as well as a maintenance program for the door lock entry systems previously installed in 2006 by ADT Security Systems, Inc., now known as Tyco Integrated Security, LLC, for the specified County buildings and facilities referred to below:

(1) Shady Lane Complex; (2) Administration Building; (3) Prosecutor's/Corrections (portion of the Justice Complex); (4) Vehicle Car Wash; (5) I.T./ Clayton Annex; (6) Emergency Response/911; (7) Animal Shelter; (8) Govt. Services/ Engineering/Planning; (9) Budd Boulevard; (10) Social Services; (11) Board of Elections; (12) Five-Points Building; (13) Holly Ave. Building/Health; (14) Highway Div./Mantua Yard Bldg.; (15) Pitman Golf Course; and (16) Highway Div./Swedesboro Yard/Glen Echo Road; and

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

WHEREAS, the contract has been awarded consistent with the fair and open provisions of the Gloucester County Administrative Code and pursuant to N.J.S.A. 19:44A-20.4 et seq., the contractor has certified that it has not previously made and will not make a disqualifying contribution during the term of the contract; and

WHEREAS, Contractor represents that it has the necessary equipment, 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 Contractor do hereby agree as follows:

TERMS OF AGREEMENT

1. **TERM.** The contract shall be for the period of one (1) year from March 27, 2017 to

March 26, 2018.

2. **COMPENSATION.** This contract shall be for a total amount not to exceed \$75,994.50, which includes the necessary equipment purchase of \$25,994.50 and a maintenance program in an amount not to exceed \$50,000.00.

It is agreed and understood that acceptance and final payment to Contractor shall be considered a release in full of all claims against the County for the product or service delivered.

Contractor shall be paid in accordance with this Contract document within 30 days upon date of an invoice and a properly executed voucher. After approval by County, the payment voucher shall be placed in line for prompt payment.

3. **DUTIES OF PARTIES.** Contractor shall provide door lock entry systems for the Government Services Building/Clayton and the Budd Boulevard Building, as well as a maintenance program for all door lock entry systems for the specified County facilities referred to herein. The specific equipment and duties shall also be as set forth in Contractor's communications dated February 2, 2017 and March 2, 2017 and the Commercial Sales Agreement dated March 8, 2017.

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

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

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

The Contractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the Contractor's commitments under this chapter and shall post copies of the notice in

conspicuous places available to employees and applicants for employment.

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

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

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

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

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

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

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

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

D. Notwithstanding the above, the Contractor or subcontractor, where applicable, shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Contract by the Contractor.

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

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

8. **INDEMNIFICATION.** The Contractor or subcontractor, where applicable, shall be responsible for, shall keep, save and hold the County 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 personal injury, including death, to employees or recipients of the Contractor's services or to any other persons, or from any damage to any property of third parties sustained in connection with this contract which results from any negligent acts or omissions of any of its officers, directors, employees, agents, servants or independent contractors. The Contractor's liability under this agreement shall continue after the termination of this agreement with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

9. **POLITICAL CONTRIBUTION DISCLOSURE AND PROHIBITION.** This contract has been awarded to Contractor based on the merits and abilities of Contractor to provide the goods or services described in this Contract. This contract was awarded through a non-competitive process pursuant to N.J.S.A. 19:44A-20.4 et seq. The signer of this Contract does hereby certify that Contractor, its subsidiaries, assigns or principals controlling in excess of 10% of the Contractor will not make a reportable contribution during the term of the contract to any political party committee in Gloucester County if a member of that political party is serving in an elective public office of Gloucester County when the contract is awarded, or to any candidate committee of any person serving in an elective public office of Gloucester County when the contract is awarded.

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

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

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

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

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

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

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

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

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

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

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

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

20. **CONTRACT PARTS.** This Contract consists of this document and the Contractor's

communications dated February 2, 2017 and March 2, 2017, and the Commercial Sales Agreement dated March 8, 2017. Should there occur a conflict in the documents identified above, then this Contract shall prevail.

THIS CONTRACT is effective as of the **27th** day of **March, 2017**.

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

ATTEST:

COUNTY OF GLOUCESTER

LAURIE J. BURNS,
CLERK OF THE BOARD

ROBERT M. DAMMINGER,
DIRECTOR

ATTEST:

TYCO INTEGRATED SECURITY, LLC

By:
Title:

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. 17-01989

Pg 1

**S
H
I
P
T
O**

GLOUC. CO BUILDINGS & GROUNDS
 SHADY LANE COMPLEX (251-6700)
 254 COUNTY HOUSE ROAD
 CLARKSBORO, NJ 08020

**V
E
N
D
O
R**

VENDOR #: TYCOI003
 TYCO INTEGRATED SECURITY, LLC
 10405 CROSSPOINT BLVD
 INDIANAPOLIS, IN 46256

ORDER DATE: 03/08/17
 REQUISITION NO: R7-02122
 DELIVERY DATE:
 STATE CONTRACT:
 ACCOUNT NUM:

SALES TAX ID # 21-6000660

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	AUTO DOOR LOCKS at Government Services 1200 N. Delsea Drive, Clayton, NJ 08312 - Reader Board ----- \$ 1,465.00 - Door Reader ----- \$ 988.00 - Request to Exit Button --- \$ 450.00 - Request to Exit Motion --- \$ 338.00 - Relay ----- \$ 22.75 - Power Supply ----- \$ 380.00 - 1000' Cable ----- \$ 800.00 - 52 Hrs. Labor (\$200.p/h) - \$10,400.00	C-04-15-023-250-23219 Phone Switch Upgrade	14,843.7500	14,843.75
1.00	AUTO DOOR LOCKS at BUDD BOULEVARD 115 Budd Blvd., Woodbury, NJ 08096 - Reader Board ----- \$1,465.00 - Door Reader ----- \$ 988.00 - Request to Exit Button --- \$ 450.00 - Request to Exit Motion --- \$ 338.00 - Relay ----- \$ 22.75 - Power Supply ----- \$ 380.00 - 500' Cable ----- \$ 400.00 - 40 Hrs. Labor (\$200.p/h) - \$8,000.00	C-04-15-023-250-23219 Phone Switch Upgrade	11,150.7500	11,150.75
			TOTAL	25,994.50

CLAIMANT'S CERTIFICATION & DECLARATION
 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

VENDOR SIGN HERE _____ DATE _____

TAX ID NO. OR SOCIAL SECURITY NO. _____ DATE _____

MAIL VOUCHER WITH INVOICE TO THE "SHIP TO" ADDRESS

RECEIVER'S CERTIFICATION
 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.

DEPARTMENT HEAD _____ DATE _____

APPROVAL TO PURCHASE
**DO NOT ACCEPT THIS ORDER
 UNLESS IT IS SIGNED BELOW**

TREASURER / CFO _____

[Signature]
 PURCHASING DIRECTOR

VOUCHER COPY-SIGN AT X AND RETURN FOR PAYMENT

Auto door lockers

Hawthorn, Lorrie

Subject: FW: Gov't Svcs - Clayton
Attachments: image001.gif

total of Both Buildings:
\$25,994.50

From: Brice, David S.
Sent: Thursday, March 02, 2017 11:41 AM
To: Scirrotto, Pete; Taylor, William
Cc: Hawthorn, Lorrie
Subject: FW: Gov't Svcs - Clayton

So very sorry, somehow this got blocked by barracuda.

From: DAVID BRICE [mailto:DAVEBRICE@msn.com]
Sent: Thursday, March 2, 2017 11:40 AM
To: Brice, David S. <dbrice@co.gloucester.nj.us>
Subject: FW: Gov't Svcs - Clayton

0.00 *

From: Astor, Richard R [mailto:rastor@tyco.com]
Sent: Thursday, March 2, 2017 11:39 AM
To: davebrice@msn.com
Subject: Fwd: Gov't Svcs - Clayton
Sent from my iPhone

0.00 *

Begin forwarded message:

14,843.75 *
11,150.75 *

From: "Spingler, Joseph C" <jspingler@tyco.com>
Date: February 22, 2017 at 12:54:52 PM EST
To: "Brice, David S." <dbrice@co.gloucester.nj.us>
Cc: "Astor, Richard R" <rastor@tyco.com>
Subject: Gov't Svcs - Clayton

25,994.50 *
0.00 *

Dave:

Thank you for the opportunity to provide you excellent service. Pursuant to your request below is the quote as requested. Call me with any questions.

1 - Reader Board - \$ 1465.00
2 - Door Reader - \$ 988.00
2 - Request to Exit Button - \$ 450.00
2 - Request to Exit Motion - \$ 338.00
1 - Relay - \$ 22.75
1 - Power Supply - \$ 380.00
1000' Cable - \$ 800.00

Total Material - \$ 4,443.75

52 Hrs. Labor - \$ 200 per Hour (reduced T & M rate of \$ 229) = \$ 10,400

Total : \$ 14,843.75

Hawthorn, Lorrie

From: Brice, David S.
Sent: Thursday, February 02, 2017 8:04 AM
To: Scirrotto, Pete; Hawthorn, Lorrie
Subject: FW: Quote for Budd Blvd

From: Spingler, Joseph C [mailto:jspingler@tyco.com]
Sent: Tuesday, January 31, 2017 4:05 PM
To: Brice, David S. <dbrice@co.gloucester.nj.us>
Cc: Astor, Richard R <rastor@tyco.com>
Subject: Quote for Budd Blvd

*115 Budd Blvd.
Rt. 45 Wardsbury*

Dave:

Thank you for the opportunity to provide you excellent service. Pursuant to your request below is the quote as requested. Call me with any questions.

1 - Reader Board	- \$ 1465.00
1 - Door Reader	- \$ 494.00
1 - Request to Exit Button	- \$ 225.00
1 - Request to Exit Motion	- \$ 164.00
1 - Relay	- \$ 22.75
1 - Power Supply	- \$ 380.00
500' Cable	- \$ 400.00

40 Hrs. Labor - \$ 200 per Hour (reduced T & M rate of \$ 229) = \$ 8000

Total : \$ 11,150.75

Thank you,

//We need to "raise the bar" on ourselves, Teamwork requires that kind of commitment.
Joseph C. Spingler, Service Team Manager / Tyco Integrated Security
Tel: 856-438-2035 Cell: 267-446-2229
7852 Browning Road, Pennsauken, NJ 08109
jspingler@tyco.com / www.tycois.com



From: Brice, David S. [mailto:dbrice@co.gloucester.nj.us]
Sent: Tuesday, January 31, 2017 8:37 AM
To: Spingler, Joseph C
Subject: Site Survey's

Joe, any idea on the eta of the proposed work Rich spec'd out last week?



COMMERCIAL SALES AGREEMENT

TOWN NO. 0021-SOUTHERN NJ

CUSTOMER NO. 102126414

JOB NO.

PC NO. 15-02462

ESTIMATE NO. 1-324LVA8

DATE: 3/8/2017

Tyco Integrated Security LLC ("Tyco")

Paul Falella
7852 Browning Rd,
Pennsauken, NJ 08109-4642
Tele. No. (727) 481-2201

County of Gloucester
d/b/a: Gloucester County
("Customer")
Customer Billing Information
1 N Broad St,
Woodbury, NJ 08096
Attn:
Tele. No.

Customer Premises Served
1 N Broad St,
Woodbury, NJ 08096
Attn:
Tele. No. (856) 853-3200

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

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

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

II. CHARGES AND FEES: Customer agrees to pay the Sum of \$ 0.00 ("Installation Charge") with \$ 0.00 payable upon acceptance of this Agreement ("Installation Charge Deposit") plus any applicable "Fees" and sales taxes. Tyco may invoice Customer for progress billings based upon Equipment and/or System components delivered or stored, and/or Services performed before completion of the System/Equipment installation, activation of the System, connection to the CMC, or any other Service(s). All outstanding Installation Charges and/or Fees shall be due and payable upon completion of the installation of the Equipment/System and as a precondition to activation of System and, if applicable, connection to Tyco's Central Monitoring Center ("CMC") or any other Service(s). Any changes in the STATEMENT OF WORK / SCHEDULE OF PROTECTION made by the Customer after execution of this Agreement must be agreed to by Tyco and the Customer in writing and may be subject to additional charges and/or fees. Any equipment ordered by Customer by e-mail or telephone order shall be subject to terms and conditions of the Agreement and may be subject to shipping, handling, and/or restocking fees. For the Service(s) provided as indicated in this Agreement, Customer agrees to pay Service Charges in the amount of \$ 42,093.47 per annum (the "Annual Service Charge"), payable in advance Annual plus applicable state and/or local tax(es) for 1 year(s) (the "Initial Term") effective from the date such Service is operative under this Agreement. Until Customer has paid Tyco the Installation Charge and Fees in full, Customer grants to Tyco a security interest in the Equipment and all proceeds thereof to secure such payment. After the Initial Term this Agreement shall automatically renew on a/an Annual basis unless terminated by either party upon written notice at least thirty (30) days prior to the anniversary date. Tyco shall have the right to increase Annual Service Charge(s) after one (1) year. For termination prior to the end of the Initial Term, Customer agrees to pay, in addition to any outstanding Fees and charges for Service(s) rendered prior to termination, 90% of the Annual Service Charge(s) remaining to be paid for the unexpired term of the Agreement as liquidated damages but not as a penalty. Additionally, Customer agrees to pay any assessments, taxes, fees or charges imposed by any governmental body, telephone, communication, or signal transmission company such as false alarm, permitting or connection fees, or administration fees or service charges assessed by Tyco related to AHJ requirements and/or changes to applicable laws, the need to reprogram alarm controls/devices to comply with area code, signal transmission, numbering or other changes relating to the installed Equipment and/or Service(s) provided under this Agreement ("Fees").

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

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

IF MAINTENANCE SERVICE IS DECLINED, CUSTOMER MUST INITIAL HERE _____

IF A 5-DAY FAMILIARIZATION PERIOD IS REQUESTED, CUSTOMER MUST INITIAL HERE _____

TYCO INTEGRATED SECURITY LLC

CUSTOMER: _____

Presented by: _____
(Signature of Tyco Sales Representative)

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

Sales Agent: Paul Falella
Sales Representative Registration Number (if applicable): _____

(Name Printed)

Title: _____

Date Signed: _____



COMMERCIAL SALES AGREEMENT

TOWN NO.
0021-SOUTHERN NJ

CUSTOMER NO.
102128414

JOB NO.

PO NO.
15-02462

ESTIMATE NO.
1-324LVA8

SCOPE OF WORK / SCHEDULE OF PROTECTION

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

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

B. Services to be Provided ("Services")

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

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

Qty	Product Name	Location
1	CASI RUSSO ACCESS CONTROL FY2017 MASTER SERVICE AGREEMENT TYCOIS LOCATIONS	
1	TYCOIS NOT RESPONSIBLE FOR ELECTRIC LOCKS & DOOR HARDWARE (LOCKS REPAIRED UNDER T&M ONLY)	
1	Acct.#021-28360: Shady Lane Complex 256 County House Road Clarksboro NJ 08020 \$1,776.43	
1	Acct.#021-26415: Admin Bldg 2 S. Broad St/1 S. Broad St 08696 \$2,089.55	
1	Acct.#021-28265: Prosecutors/Corrections Bldg 24 Hunter St. Woodbury NJ 08696 \$6,423.66	
1	Acct.#021-28978: Vehicle Car Wash 1200 North Delsea Drive Clayton, NJ 08312 \$1,134.05	
1	Acct.#021-28750: IT Bldg 1200 North Delsea Drive Clayton, NJ 08312 \$1,694.25	
1	Acct.#021-26413: 911 Bldg 1200 North Delsea Drive Clayton, NJ 08312 \$2,406.60	
1	(New) : Animal Shelter 1200 North Delsea Drive Clayton, NJ 08312 \$1021.60	
1	Acct.#021-28929: Gov. Service/Eng/Plan Bldg 1200 North Delsea Drive Clayton, NJ 08312 \$3,065.13	
1	Acct.#021-26810: Bud Bldg 115 Budd Blvd Woodbury, NJ 08096 \$3,595.12	
1	Acct.#021-26808: Board of Social Service Bldg 400 Hollydell Dr. Sewell NJ 08080 \$1,830.03	
1	Acct.#021-26964: Board of Elections 550 Grove Road West Deptford NJ 08066 \$5,251.34	
1	Acct.#021-26411: 5-Points/VA Bldg 211 County House Road Sewell NJ 08080 \$2,187.90	
1	Acct.#021-26412: Holly Bldg/Health Dept 204 East Holly Ave Sewell, NJ 08080 \$5,525.97	
1	Acct.#021-28984: Mantua Hwy 45 Lenape Ave Mantua NJ 08051 \$1,890.92	
1	Acct.#021-28209: Pitman Golf Course 501 Pitman Road Sewell NJ 08080 \$1,842.29	
1	Acct.#021-28264: Swedesboro 141 Glen Echo Road Swedesboro NJ 08085 \$1,368.71	

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

Contact Information: DAVID BRICE

System Operation: MASTER SERVICE MAINTENANCE AGREEMENT FY2017/16 ACCESS CONTROL LOCATIONS FOR TYCOIS GENERAL WEAR & TEAR SERVICE PLAN (LOCKS ARE NOT

INCLUDED)

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

Site Conditions: COUNTY OFFICES DROP CEILING AND HWY MAINTENANCE SHOPS

Existing Equipment: UTC/GE CASI RUSO MICRO 5 ACCESS & HK-2 HANDREADERS THROUGHOUT 18 LOCATIONS

Customer Expectations: M-F 08:00AM 4:30PM TYCO SERVICE RESPONSE

Training Expectations: NO TRAINING REQUIRED

General Comments: NONE

Customer Responsibilities / Tyco Exclusions: 110VAC AND ALL NETWORK ASSIGNMENTS; SERVICE ACCESS TO ALL INSTALLATION AREAS.

Documentation Needs: ADMIN BOOK & CLOSE 1-YEAR ANSO AGREEMENT FOR COUNTY

Contract Notes -

TERMS AND CONDITIONS

TERMS AND CONDITIONS
V. Customer and Tyco agree as follows:
A. Services.
A.1. Central Station Signal Receiving and Notification (Alarm Monitoring) Services. Intentionally left blank - Services have not been purchased.
A.2. Communication Facilities. Intentionally left blank - Alarm Monitoring Services have not been purchased.
A.3. Maintenance Service/Quality Service Plan ("QSP"). Intentionally left blank - Services have not been purchased.
A.4. Testing/Inspections Service ("T/I"). Intentionally left blank - Services have not been purchased.
A.5. Investigator Response Service. Intentionally left blank - Services have not been purchased.
A.6. Select View Managed Video Services/Interactive Video Monitoring Services. Intentionally left blank - Services have not been purchased.
A.6.1. Video/Audio Alarm Verification Service/Video Verification. Intentionally left blank - Services have not been purchased.
A.6.2. Video Guard Tour. Intentionally left blank - Services have not been purchased.
A.6.3. Video Escort. Intentionally left blank - Services have not been purchased.
A.6.4. Video Assist. Intentionally left blank - Services have not been purchased.
A.6.5. Video Audit. Intentionally left blank - Services have not been purchased.
A.6.6. Outdoor Interactive Video Monitoring Services. Intentionally left blank - Services have not been purchased.
A.6.7. Managed Video Portal. Intentionally left blank - Services have not been purchased.
A.6.8. Unattended Delivery - Alarm Based Video Monitoring. Intentionally left blank - Services have not been purchased.
A.6.9. Unattended Delivery - Live Video Monitoring of Process - Intentionally left blank - Services have not been purchased.
A.7. Managed Access Control Services. Intentionally left blank - Services have not been purchased.
A.8. DataSource Service. Intentionally left blank - Services have not been purchased.
A.9. Vision/Vision with Auditing. Intentionally left blank - Service is no longer offered.
A.10. Hosted Access. Intentionally left blank - Services have not been purchased.
A.11. Data Hosting/Storage Services. Intentionally left blank - Services have not been purchased.
A.12. Mobile Security Management ("MSM") Services. Intentionally left blank - Services have not been purchased.
A.13. Software Support Services. If Software Support Services ("SSS") are purchased they will be provided on licensed software titles expressly identified in this agreement (the "Covered Software"). Support Conditions. SSS for Covered Software are subject to the following conditions ("Support Conditions"): (a) Tyco's receipt of the Software Support Fee; (b) the Covered Software is not modified from its standard form originally licensed by the software owner/licensor ("Licensor"); (c) Customer's use of Covered Software is in accordance with the end user license agreement ("EULA") between Customer and Licensor, if applicable; (d) Customer provides Tyco (and/or its authorized representatives) with and when necessary (1) any information and/or documentation required to recreate the problem, defect, or non-conformity (individually/collectively, a "Problem"), (2) log in privileges for remote trouble shooting, (3) TCP/IP Ethernet network addresses, and (4) access to Customer's network, servers and/or hardware; and (e) the processor, operating system and associated system software, and other interdependent or reliant software are operating properly. Exclusions. Tyco will not provide SSS when a Problem is caused by (a) relocation, movement, improper operation, neglect or misuse of the Covered Software or associated Equipment/System; (b) Customer's failure to maintain proper site or environmental conditions; (c) any attempts at configuration, repairs, support, or modifications to the Covered Software not performed by a Tyco authorized representative; (d) discontinued systems or software; (e) casualty, act of God, the unauthorized acts of third parties; (f) failure or interruption of electrical power, telephone or communication line or like cause, or (g) any other cause external to the Covered Software. Problem Resolution. Tyco will provide Customer with email and telephone support on the Covered Software. Tyco then will use reasonable commercial efforts to resolve and correct the Problem within forty-eight (48) hours. Problem resolution and correction may be provided at Tyco's discretion as a software fix or workaround. Tyco will periodically advise Customer on Tyco's progress in diagnosing and/or correcting the reported Problem. Customer acknowledges that Tyco may be unable to resolve Problem due to (a) Tyco's inability to recreate, locate or identify the Problem; (b) issues related to Customer's system hardware, network or internet connectivity issues; or (3) issues for which the Original Equipment Manufacturer ("OEM") and/or Licensor (collectively, also referred to as an "Tyco Supplier") has not provided a resolution or workaround. If Tyco is unable to resolve or correct a Problem, Tyco will notify Customer and provide underlying information as available. Notwithstanding anything to the contrary herein, Tyco makes no warranties that its efforts will be successful in diagnosing, resolving, or correcting any Problem. Software Updates. Customer understands that the SSS provides access to updates and upgrades but do not include the provision of software update or upgrade services unless purchased. If software upgrades are required to correct a Problem, such software upgrades will be provided, at Customer's request, on a time and materials basis at Tyco's then-current hourly rates as such upgrades become available from the Tyco Supplier. On Site Engineer Support Services. If Tyco determines that on-site engineer support services ("ESS") are necessary to correct a Problem, Tyco will provide ESS on a time and materials basis at Tyco's then current ESS rates plus any related travel or other expenses. Such ESS may include on-site software installation assistance, training, or Problem diagnosis, resolution, and/or correction. Return of Defective Media. Customer may return any defective media directly to Tyco using a Tyco furnished return authorization number. Fee for Reinstatement. Customer may incur reinstatement charges ("Reinstatement Fee") at Tyco's then current rates, if it allows SSS to lapse and later requests reinstatement within one year from the time the SSS lapses. Limitation of Liability. Notwithstanding anything in the Agreement to the contrary, Customer acknowledges and agrees that neither Tyco nor its Supplier will be responsible for Problems caused by changes in the operating characteristics of the Equipment/System upon which the Covered Software is operating, or for problems in the interaction of the Covered Software with Customer's Network or existing software/firmware/hardware. In no event will Tyco and/or Tyco Supplier be liable for any (a) third party claims; (b) loss or damage to any systems, records or data, or liabilities related to a violation of an individual's privacy rights; or (c) indirect, incidental, special, consequential, punitive, reliance, or cover damages (including lost profits and lost savings). Customer further agrees that, in no event will Tyco's and/or Tyco Supplier's aggregate liability regardless of cause (including, but not limited to, liability for negligence, strict liability, breach of contract, misrepresentation and other contract or tort claims) arising from the provision of or failure to provide SSS and/or Customer's use of or inability to use any Covered Software or related System, exceed the lesser of USD\$1,000 or the total SSS Fees paid by Customer.
A.14. Lynx Network Duress and Emergency Notification System ("Lynx System"). Intentionally left blank - Lynx System/Services have not been purchased.
A.15. RFID Tracking System ("System"). Intentionally left blank - RFID Systems have not been purchased.
A.16. HID SEOS Mobile Credential Service ("Service"). If HID SEOS Mobile Credential Service is purchased, the following terms shall govern Customer's use of the Service and shall survive termination or expiration of the Agreement. 1. Tyco will provide customer with the ability to utilize HID SEOS Mobile Credential Service in their physical access control environment. As used herein the term "Data" shall mean any data or information used/required by Customer to manage or run its access control system, including, but not limited to, information used to authenticate users and permit access to Customer's premises. To the extent that the "Service" to be provided include hosting, storage, management, or conversion of Customer Data, or (5) updates or upgrades to Customer's access control system software and/or associated data/database, Customer understands and agrees that (a) during performance of the Service, any Data converted into a format compatible with the database, or placed or stored within the database may be lost, damaged, or compromised; (b) Customer is responsible to take appropriate measures to protect the Data prior to receiving or using the Service, including, but not limited to, masking personally identifiable information and performing backups; (c) Tyco will take reasonable technical, administrative and information security measures to protect the Data; and (d) Tyco will not be held responsible or liable for any loss, damage, or claims arising from or out of the loss or compromise of any Data. 2. In connection with Customer's use of and Tyco's provision of the Service, Customer, Tyco, and/or Tyco's Subcontractors, may transmit,

record, store, provide and/or receive unencrypted Data ("Transmissions") via the Internet. Tyco and/or its Subcontractors may store such Transmissions in off-shore facilities. Tyco does not warrant the integrity, accuracy, confidentiality, or security of such Transmissions with regard to unauthorized use, disclosure, corruption, interception or otherwise (collectively, "Security Risks"). Customer hereby assumes and releases Tyco of and from all Security Risks and any associated damages or liability arising out of or related to Data Transmissions and Data Security Risks. Customer is responsible for all Internet Service Provider and telecommunication charges incurred by Customer to facilitate Data Transmissions. 3. Customer acknowledges and agrees that Tyco shall have no liability whatsoever for the content of the Transmissions or signals and/or data transmission failures regardless of (a) the cause of such transmission failure; (b) whether Tyco had knowledge of or should have had knowledge of any such failure or the content of any such Transmissions; and/or (c) whether Customer has paid Tyco for any such Services. Customer acknowledges that the use of radio frequencies, cellular devices, and wireless equipment may be regulated and controlled by the Federal Communications Commission and changes in rules, regulations and policies may necessitate Tyco's discontinuance of any equipment, systems, or Services hereunder. The Customer agrees that the liability of any Tyco third-party service/software provider ("Subcontractor"), including but not limited to any wireless service/equipment provider, is limited in accordance with, and such Subcontractor(s) may invoke, the provisions of this section. 4. THE CUSTOMER SHALL INDEMNIFY AND SAVE HARMLESS AND, AT ITS OWN COST AND EXPENSE, DEFEND TYCO FROM AND AGAINST ANY AND ALL DAMAGES, LIABILITIES AND COSTS OR EXPENSE OF ANY KIND ARISING OUT OF OR FROM ANY DATA CONVERTED, STORED, HOSTED, OR TRANSMITTED BY, TO, OR FROM TYCO OR ITS SUBCONTRACTORS OR FOR ANY REASON OUT OF THE RELEASE, REPRODUCTION, CIRCULATION, PUBLICATION OR USE OF ANY SUCH DATA BY ANYONE, INCLUDING, BUT NOT LIMITED TO, CAUSES OF ACTION FOR IDENTITY THEFT, PERSONAL INJURY, FALSE ARREST, FALSE IMPRISONMENT, OR MALICIOUS PROSECUTION.

A.17. Additional Services. If any other services, including but not limited to the following, are being furnished under this Agreement, Customer and Tyco will enter into a separate Rider that will be attached to and incorporated as part of this Agreement: (a) Select Link - Immediate Response Information System (IRIS) (b) Managed Access Control (c) Electronic Article Surveillance ("EAS") (d) Guard Response Service (e) Radio Frequency Identification ("RFID") (f) Training Services (g) Watchman's Reporting Service.

B. Warranty (90-Day). 1. If the transaction type is "Direct Sale", any part of the System (as distinguished from the Firmware/Software) installed under this Agreement, including the wiring, which proves to be defective in material or workmanship within ninety (90) days of the date of completion of the installation ("Warranty Period"), will be repaired or replaced, at Tyco's option with a new or functionally operative part. Materials required to repair or replace such defective components will be furnished at no charge during the Warranty Period. Warranty Services will be furnished during Tyco's "Normal Working Hours" (between 8:00 A.M. and 4:30 P.M. Monday through Friday, except holidays). Warranty Service performed outside of these hours is subject to additional charges. 2. For "Tyco-Owned" equipment/systems: (a) the equipment/systems are provided "AS IS" and without warranty; and (b) Customer is responsible to maintain such equipment/system in good working order.

3. The following "Conditions" are not covered by Warranty: (a) damage or extra service time needed resulting from accidents, acts of God, lightning, strikes, riots, floods, terrorism, acts of War, alteration, misuse, tampering or abuse, adjustments, repairs or maintenance not performed by Tyco, or from parts, equipment, accessories, attachments or other devices not furnished by Tyco; (b) Customer's failure to properly follow operating instructions provided by Tyco or OEM; (c) adjustments necessitated by misalignment of video cameras, improper adjustment of monitor brightness and contrast tuning dials or insufficient light on the area viewed by the camera(s); (d) trouble due to interruption of Internet, telecommunications, and/or electrical service; (e) battery failure; (f) devices designed to fail in protecting the equipment/system, such as, but not limited to, fuses and circuit breakers; and (g) System modifications/customization requested by Customer. If Customer calls Tyco for Warranty Service and Tyco's representative finds that one of the "Conditions" has led to the inoperability or apparent inoperability of the Equipment/System or any component, Tyco may bill Customer for the service call whether or not Tyco actually works on the Equipment/System. If repairs are required due to one of the above "Conditions", Tyco will charge Customer for such work on a time and materials basis at Tyco's then applicable rates for labor and materials.

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

C. System Requirements, Miscellaneous. 1. Vaults. Customer must ensure that any Customer vault protected by sound or vibration detector systems has the minimum construction characteristics prescribed by the Underwriters' Laboratories, Inc. 2. System Testing. Customer must test all detection devices or other electronic equipment according to procedures prescribed by Tyco prior to setting the alarm system for closed periods and must notify Tyco promptly if such equipment fails to respond to any such test. 3. Familiarization Period. UNLESS CUSTOMER HAS REJECTED THE FAMILIARIZATION PERIOD (EXCEPT WHERE A FAMILIARIZATION PERIOD IS REQUIRED BY LAW), CUSTOMER AGREES THAT: (a) DURING A FIVE (5) DAY FAMILIARIZATION PERIOD, OR SUCH PERIOD AS IS REQUIRED BY LAW; AND (b) FOLLOWING COMPLETION OF THE INSTALLATION AND THE COMMUNICATIONS CONNECTION TO TYCO'S CMC (AND DURING ANY APPLICABLE EXTENSIONS), TYCO HAS NO OBLIGATION TO, AND WILL NOT, RESPOND TO ANY ALARM SIGNAL RECEIVED AT THE TYCO CMC FROM CUSTOMER'S PREMISES DURING SUCH FAMILIARIZATION PERIOD. CUSTOMER ALSO AGREES THAT DURING SUCH PERIOD TYCO HAS NO OBLIGATION TO, AND WILL NOT, NOTIFY ANY AUTHORITIES, CUSTOMER, OR A PERSON ON CUSTOMER'S EMERGENCY CONTACT LIST, OR TAKE ANY OTHER ACTION WITH REGARD TO ANY ALARM SIGNAL TYCO RECEIVES, EVEN IF DUE TO AN ACTUAL EMERGENCY EVENT. 4. Special Equipment Requirements. If Customer requires installation or service of equipment in areas inaccessible without the use of lifts or cranes, or if non-standard conditions at the Customer site require special equipment for installation or service, Customer will provide such equipment, or will reimburse Tyco for any applicable charges or fees. 5. Training Services. Tyco provides initial training to Customer on use of the equipment installed at the time of installation. Thereafter, Customer may purchase additional training in one-hour increments at Tyco's then current rate. 6. Site Preparation, Intrusion and Restoration. Unless otherwise noted herein, Customer is responsible for providing: (a) any necessary electric current, (b) an outlet within 10 feet of an alarm control panel, (c) telephone connections, (d) network drops, and (e) any required conduit, wiremold, or other raceway, (f) any required IP address assignments, and (g) additional network software licensing. The installation of the equipment/system may necessarily require cutting, bolting or fastening into Customer's floors, walls and/or ceilings. Tyco shall not be responsible for any expenses related to intrusion, mold, fungi, bacteria, wet/dry rot, patching, floor or wall finishing, or paint, tile, carpet or wallpaper matching, restoration or replacement resulting from installation or service of the equipment/system. 7. Battery Powered Devices. Customer understands that any battery-powered motion detectors, smoke detectors, door and window contact transmitters and other detection sensors installed/serviced under this Agreement require batteries to operate. THESE BATTERY-POWERED DETECTION SENSORS WILL NOT OPERATE, AND THE ALARM WILL NOT SOUND, IF THE BATTERY ENERGY LEVEL OR CHARGE IS LOW, OR DEPLETED. It is Customer's sole responsibility to maintain and replace any batteries. Customer shall carefully read and follow the owner's manual, instructions and warnings for all such equipment and regularly inspect the sensors for dirt and dust buildup and test the sensors weekly to help maintain continued operation.

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

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

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

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

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

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

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

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

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

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

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

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

SERVICE DUE TO ANY SUCH CAUSE CONTINUES. IN NO EVENT WILL TYCO BE LIABLE FOR LOSS OF SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES.

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

M. Tyco License Information: AL 2014/15-1498,1499,1500,1501,1502,1542,594,595 The Security Industry is governed by the rules and regulations of the Alabama Electronic Security Board of Licensure. If you would like information on these rules and regulations or would like to register a complaint you can contact the Board at: AESBL 7956 Vaughn Rd., Montgomery 36116, (334) 264-9338 Fax: 334-264-9332 AK 38381, 5430 Fairbanks Street, Suite 8 Anchorage, AK 99507 AR 0030740116, 003587, Regulated by Arkansas Bd. of Private Investigators & Private Security Agencies, #1 State Police Plaza Dr., Little Rock 72209, (501) 618-8600 AZ ROC281489 CA ACO7207, 977249; alarm company operators are licensed and regulated by the Bureau of Security & Investigative Services, Dept. of Consumer Affairs, Sacramento, CA 95814 DC ECS1327 FL EF20000413, EF20000890, EF20000341, EF0000478 GA LVA002833, LVA205386, LVA204776, LVA205526, LVU001160, LVU004635 HI CT-32427 IL 127001626 MA 46-C MI 3601206481, 5103373, 6060 Torrey Rd. Suite F Flint, MI 48504; MN TS651063 MS 15024088 NC 846-CSA, 4901 Glenwood Ave., Suite 200, Raleigh, NC 27612, (919) 788-5320 NM 375283 NV 0077542 NY 12000305846, Licensed by NYS Dept. of State OH E16762, 50-18-1052, 50-25-1050, 50-29-0003, 50-48-1032, 50-57-1119, 53-31-1582 OK 67 OR CLES22, 197010; PA Pennsylvania Home Improvement Contractor Registration Number; PAD10083 RI 18004, TSC2726, AF-09170 TN C-1704, -1706, -1707, -1708, -1709, -1710, -1711 TX B00536, 4200 Buckingham Road Ste 150, Ft. Worth, TX 76115 - Dept of Public Safety, Private Security 5805 N. Lamar Blvd, Austin 78752 UT 8390567-6601 VA 11-7567, 11-7580, 11-7575, 11-7591, 11-7589, 11-7578, 2705147785A WA TYCOIS88600, 11824 N Creek Pkwy. #105, Bothell, WA 98011 WV 050291.

Mississippi: MS 15024088

The foregoing list shows only those license numbers Tyco Integrated Security LLC ("TycoIS") is required by law to include on marketing materials. A comprehensive list of licenses held by TycoIS is available on www.tycois.com (Legal). California Customers Only: Upon completion of the installation of the alarm system, the alarm company shall thoroughly instruct the purchaser in the proper use of the alarm system. Failure by the licensee, without legal excuse, to substantially commence work within 20 days from the approximate date specified in the agreement when the work will begin is a violation of the Alarm Company Act.

©2015 TYCO. All rights reserved.



COMMERCIAL SALES AGREEMENT

TOWN NO.
0021-SOUTHERN NJ

CUSTOMER NO.
102126414

JOB NO.

PO NO.
15-02462

ESTIMATE NO.
1-324LVA8

ADDITIONAL TERMS AND CONDITIONS

DATE: 3/8/2017

Tyco Integrated Security LLC ("Tyco")

Paul Faiella
7852 Browning Rd,
Pennsauken, NJ 08109-4642
Tele. No. (727) 481-2201

County of Gloucester
d/b/a: Gloucester County
("Customer")
Customer Billing Information
1 N Broad St,
Woodbury, NJ 08096
Attn:
Tele. No.

Customer Premises Served
1 N Broad St,
Woodbury, NJ 08096
Attn:
Tele. No. (856) 853-3200

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

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

TYCO INTEGRATED SECURITY LLC

CUSTOMER: _____

Presented by: _____
(Signature of Tyco Sales Representative)

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

Sales Agent: Paul Faiella
Sales Representative Registration Number (if applicable): _____

(Name Printed)

Title: _____

Date Signed: _____

POLITICAL CONTRIBUTION DISCLOSURE CERTIFICATION

Contracting Agency: County of Gloucester

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

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

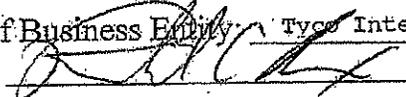
A business entity contracting with a county, independent authority, or board of election shall disclose contributions to: any State, county, or municipal committee of a political party; any legislative leadership committee; or any candidate committee of a candidate for, or holder of, an elective office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

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

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

Date	Amount	Recipient's Name
NONE		

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

Name of Business Entity: Tyco Integrated Security LLC
Signed:  Title: Vice President and Secretary
Print Name: Robert C. Maxie Date: February 28, 2017

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

PARTIAL SCHEDULE OF RELEVANT STATUTES

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

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

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

PARTIAL SCHEDULE OF RELEVANT STATUTES (continued)

c. As used in this section:

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

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

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

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

BUSINESS ENTITY DISCLOSURE CERTIFICATION
Contracting Agency: County of Gloucester

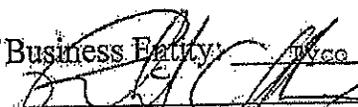
N.J.S.A. 19:44A-20-4 et seq., commonly known as the New Jersey Local Unit Pay-to-Play Law, provides that Gloucester County may not award a contract for more than \$17,500.00 to any business entity which has made certain reportable campaign contributions unless the contract is awarded pursuant to a fair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

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

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

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

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

Name of Business Entity: Wco Integrated Security LLC
Signed:  Title: Vice President and Secretary
Print Name: Robert C. Maxie Date: February 28, 2017

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

PARTIAL SCHEDULE OF RELEVANT STATUTES

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

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

19:44A-20.7. Definitions

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

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

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

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

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

19:44A-20.8. Duty to report contributions

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

PARTIAL SCHEDULE OF RELEVANT STATUTES

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

19:44A-20.9. Repayment of contribution

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

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

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

RESOLUTION AUTHORIZING A CONTRACT WITH ELECTION SUPPORT AND SERVICES, INC., (ESS, INC.), TO PROVIDE VOTING MACHINE SERVICES TO THE GLOUCESTER COUNTY SUPERINTENDENT OF ELECTIONS, FOR AN AMOUNT NOT TO EXCEED \$160,000.00, FROM APRIL 1, 2017 TO MARCH 31, 2019

WHEREAS, the County of Gloucester has determined that there is a need for voting machine services for the Gloucester County Superintendent of Elections. These services will include, but not be limited to, certifying all voting machines, ballot verifications, Pre-Lat test (vote simulation) and signed copy of results from each machine and provide two technicians during elections; and

WHEREAS, the Gloucester County Superintendent of Elections recommends that said services be provided by Election Support and Services, Inc. of 108 Route 541, Medford, New Jersey 08055; and

WHEREAS, the contract shall be for estimated units of service for a rate not to exceed \$44.00 per machine and a rate not to exceed \$900.00 per technician and an hourly rate of \$125.00 for additional services to be provided during elections, for a contract amount not to exceed \$160,000.00, from April 1, 2017 to March 31, 2019. The contract is therefore open ended, which does not obligate the County of Gloucester to make any purchase; and, therefore, no Certificate of Availability of Funds is required at this time. Continuation of this contract beyond December 31, 2017 is conditioned upon approval of the 2018 Gloucester County Budget and continuation of this contract beyond December 31, 2018 is conditioned upon approval of the 2019 Gloucester County Budget; and

WHEREAS, a Certificate of Availability of Funds has not been issued at this time as this is an open-ended contract and prior to any services being rendered pursuant to the within contract, a Certificate of Availability, must be obtained from the Treasurer of the County of Gloucester certifying that sufficient monies are available at that time for that particular service, identifying the line item from the County Budget out of which said funds will be paid; and

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

WHEREAS, the services to be performed as to this contract are relative to election expenses and therefore is an exception to the Local Public Contracts Law as described and provided by N.J.S.A. 40A:11-5(1).

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester, that the Director of the Board is authorized and directed to execute and the Clerk of the Board is authorized to attest to the execution of the contract with Election Support and Services, Inc. for the provision of services including, but not be limited to, certifying all voting machines, ballot verifications, Pre-Lat test (vote simulation) and signed copy of results from each machine and provide two technicians during elections, for a contract amount not to exceed \$160,000.00, from April 1, 2017 to March 31, 2019; and

BE IT FURTHER RESOLVED before any purchase be made and/or services 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, March 15, 2017, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ATTEST:

LAURIE J. BURNS, CLERK

ROBERT M. DAMMINGER, DIRECTOR

B-1

**CONTRACT BETWEEN
ELECTION SUPPORT AND SERVICES, INC.
AND
COUNTY OF GLOUCESTER**

THIS CONTRACT is made effective the 15th day of **March, 2017**, by and between the **COUNTY OF GLOUCESTER**, a body politic and corporate, with offices in Woodbury, New Jersey, hereinafter referred to as "County", and **Election Support and Services, Inc.** of 108 Route 541, Medford, New Jersey 08055, hereinafter referred to as "**Vendor**".

RECITALS

WHEREAS, there exists a need for the County to contract for voting machine services which will include, but not be limited to certifying all voting machines, ballot verifications, Pre-Lat test (vote simulation) and signed copy of results from each machine and provide two technicians during elections, including Special Elections; and

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

WHEREAS, the services to be performed as to this contract are relative to election expenses and therefore is an exception to the Local Public Contracts Law as described and provided by N.J.S.A. 40A:11-5(1); and

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

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

TERMS OF AGREEMENT

1. **TERM**. This contract shall be effective for the period from April 1, 2017 to March 31, 2019.
2. **COMPENSATION**. Contract shall be for estimated units of services, in an amount not to exceed \$160,000.00, for the term of the contract.

This Contract is therefore open ended, which does not obligate the County to make any purchase whatsoever. The continuation of the contract beyond December 31, 2017 is conditioned upon the approval of the 2018 Gloucester County budget and continuation of the contract beyond December 31, 2018 is conditioned upon the approval of the 2019 Gloucester County budget.

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 to provide voting machine services for the Gloucester County Superintendent of Elections. These services will include, but not be limited to certifying all voting machines, ballot verifications, Pre-Lat test (vote simulation) and signed copy of results from each machine and provide two technicians during elections, including Special Elections, as more specifically described in Attachment A, attached hereto and made a part hereof.

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

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

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

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

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

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

5. LICENSING AND PERMITTING. If the Vendor or any of its agents is required to maintain a license, or to maintain in force and effect any permits issued by any governmental or quasi-governmental entity in order to perform the services which are the subject of this Contract, then prior to the effective date of this Contract, and as a condition precedent to its taking effect, Vendor shall provide to the County a copy of all current license and permits 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 the County immediately in the event of suspension, revocation or any change in status (or in the event of the initiation of any action to accomplish such suspension, revocation and/or change in status) of license or certification held by Vendor or its agents.

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

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

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

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

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

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

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

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

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

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

10. **POLITICAL CONTRIBUTION DISCLOSURE AND PROHIBITION.** This contract has been awarded to Vendor based on the merits and abilities of Vendor to provide the goods or services described in this Contract. This contract was awarded through a non-competitive process pursuant to N.J.S.A. 19:44A-20.4 et seq. The signer of this Contract does hereby certify that Vendor, its subsidiaries, assigns or principals controlling in excess of 10% of the Vendor will not make a reportable contribution during the term of the contract to any political party committee in Gloucester County if a member of that political party is serving in an elective public office of Gloucester County when the contract is awarded, or to any candidate committee of any person serving in an elective public office of Gloucester County when the contract is awarded.

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

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

12. **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.

13. **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.

14. **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.

15. **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.

16. **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.

17. **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.

18. **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.

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

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

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

22. **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.

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

24. **CONTRACT PARTS.** Attached hereto and incorporated herein are various appendices, schedules and attachments (collectively, "the attachments") which provide details of the Vendor's obligations concerning reporting requirements, record keeping and the like. Also incorporated herein are any other specifications issued by the County in connection with this contract. If there is a conflict between any of the attachments and the specifications the specifications will control. If there is a conflict between any of the attachments or the specifications and the Contract, then this Contract will control.

THIS CONTRACT is dated this **15th** day of **March, 2017**.

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

ATTEST:

COUNTY OF GLOUCESTER

LAURIE J. BURNS, CLERK

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

**ELECTION SUPPORT AND SERVICES,
INC.**

BY:

(Please Print Name)

ATTACHMENT A

Election Support & Services, Inc.
108 Route 541
Medford, NJ 08055
(609)781-3125

County of Gloucester
Superintendent
550 Grove Road
Thorofare, NJ 08086

2-5-17

RE: Budget Proposal for 4-1-17 to 3-31-19

It is with pleasure that Election Support & Services, Inc. submits this proposal to provide voting machine service to Gloucester County.

1. Certifying- ESS will certify all voting machines to be used in up coming elections. This will include ballot verification, checking candidate switch positions, Audio test, Pre-Lat test (vote simulation) and collection of results report from each machine. Gloucester County will be responsible for hanging the ballots, formatting cartridges, sealing machines and checking paper rolls. Above mentioned services cost \$44.00 per machine.
2. Technical Staff- During elections ESS will provide technicians to Gloucester County at a cost of \$900.00 per technician.
3. Professional Fees- ESS proposes to perform all services at the set forth price (above), however if additional services are needed ESS charges \$125.00 per hour.

Sincerely,



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

Name of Business Entity: Election Support & Services, Inc.
Signed: Michael D. Drew Title: President
Print Name: Michael D. Drew Date: 2/13/17

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

PARTIAL SCHEDULE OF RELEVANT STATUTES

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

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

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

PARTIAL SCHEDULE OF RELEVANT STATUTES (continued)

c. As used in this section:

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

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

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

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

BUSINESS ENTITY DISCLOSURE CERTIFICATION

Contracting Agency: County of Gloucester

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

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

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

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

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

Name of Business Entity: Election Support & Services, Inc.
Signed: Michael D. Drew Title: President
Print Name: Michael D. Drew Date: 2/13/17

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

PARTIAL SCHEDULE OF RELEVANT STATUTES

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

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

19:44A-20.7. Definitions

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

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

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

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

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

19:44A-20.8. Duty to report contributions

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

PARTIAL SCHEDULE OF RELEVANT STATUTES

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

19:44A-20.9. Repayment of contribution

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

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

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

B-2

RESOLUTION AUTHORIZING THE EXECUTION OF A SHARED SERVICES AGREEMENT AND LEASES RELATED TO EMERGENCY MEDICAL SERVICES REGIONALIZATION FOR THE TOWNSHIP OF FRANKLIN

WHEREAS, the provision of emergency medical services to residents and visitors of Gloucester County is an essential, life-saving government function; and

WHEREAS, delivery of such services in a timely and professional manner is a significant obligation of local government; and

WHEREAS, the Gloucester County EMS Exploratory Committee has examined regionalization as a viable option to improving Emergency Medical Services countywide and recommended such option to the municipalities of Gloucester County; and

WHEREAS, to facilitate the delivery of such services in a timely and professional manner, the County of Gloucester has pursued a carefully constructed plan, in partnership with municipalities, for the regionalization of Basic Life Support Emergency Medical Services; and

WHEREAS, the Township of Franklin wishes to designate the Gloucester County Division of Emergency Medical Services as the provider of Basic Life Support Services and enter into a Shared Services Agreement and related leases, all of which will enable the County to provide the services and the municipality to provide support for the Basic Life Support Medical Services in the form of facility space and vehicles and equipment leases; and

WHEREAS, the regionalization of these services is being conducted to provide the highest level of basic life support emergency medical services; and

WHEREAS, appropriate Shared Services Agreement, Lease Agreement, and Vehicle and Equipment Lease Agreement have been prepared and circulated to the participating municipality.

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 a Shared Services Agreement, Lease Agreement, and Vehicle and Equipment Lease Agreement with the Township of Franklin in substantially the same form as attached to this resolution; and

BE IT FURTHER RESOLVED, the agreement and leases shall be for a period of ten years, commencing April 2, 2017 to March 31, 2027; and

BE IT FURTHER RESOLVED, that the Office of the Administrator and the Office of County Counsel are authorized to finalize the language of the documents.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, State of New Jersey, held on Wednesday, March 15, 2017, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

Laurie J. Burns, Clerk

BZ

SHARED SERVICES AGREEMENT

by and between the

COUNTY OF GLOUCESTER, NEW JERSEY

and

TOWNSHIP OF FRANKLIN

**FOR THE PROVISION OF BASIC LIFE SUPPORT
EMERGENCY MEDICAL SERVICES**

Dated: March 15, 2017

Prepared by: Thomas G. Campo,
County Counsel

TABLE OF CONTENTS

Recitals..... 3

Paragraph A. Description of the Project 3

Paragraph B. Description of Services..... 4

Paragraph C. Estimated Cost; No Payment By Municipality 4

Paragraph D. Participation and Cooperation by Municipality 5

Paragraph E. Third Party Billing..... 5

Paragraph F. Duration of Agreement 5

Paragraph G. Limitation of Delegation 5

Paragraph H. Indemnification 6

Paragraph I. Compliance with Laws and Regulations 6

Paragraph J. Insurance 6

Paragraph K. Remedies..... 7

Paragraph L. No Additional Waiver Implied by One Waiver 8

Paragraph M. No Personal Liability 8

Paragraph N. Miscellaneous 9

Section 1. Amendment 9

Section 2. Successors and Assigns..... 9

Section 3. Severability 9

Section 4. Counterparts 9

Section 5. Entire Agreement..... 9

Section 6. Further Assurances and Corrective Instruments 9

Section 7. Headings 9

Section 8. Non-Waiver 9

Section 9. Governing Law..... 9

Paragraph O. Effective Date 10

Paragraph P. Confirming Statement..... 10

SHARED SERVICES AGREEMENT

THIS SHARED SERVICES AGREEMENT ("Shared Services Agreement"), dated this _____ day of _____, 2017, by and between the Township of Franklin, a municipal corporation of the State of New Jersey ("Municipality"), and the County of Gloucester, a body politic and corporate of the State of New Jersey ("County").

RECITALS

1. The County of Gloucester ("County") is a body politic and corporate of the State of New Jersey with main offices located at Two S. Broad Street, Woodbury, NJ 08096;
2. The Township of Franklin ("Municipality") is a municipal corporation of the State of New Jersey with offices located at 1571 Delsea Drive, Franklinville, New Jersey 08322;
3. Municipality currently provides emergency medical services consisting of basic life support services and provides medical transport services in its municipality;
4. The County wishes to assist the Municipality in dealing with the very significant obligations related to the provision of such services and the significant costs incurred in providing such services;
5. Accordingly, the County has pursued a plan for the regionalization of the provision of such services in areas including the Municipality;
6. Municipality wishes to designate County as the provider of basic life support emergency medical services within the Municipality;
7. N.J.S.A. 40A:65-1 et seq. specifically authorizes local government units, including counties and municipalities, to enter into shared services agreements.

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

AGREEMENT

A. DESCRIPTION OF THE PROJECT.

The project shall consist of the provision by the County of basic life support emergency medical services within the Municipality.

B. DESCRIPTION OF SERVICES.

The County's services will therefore include, but not necessarily be limited to, the following:

1. Provision, on a 24 hour, 7 days a week basis, of basic life support emergency medical services.
2. The basic life support emergency medical services to be provided shall be as defined in N.J.A.C. 8:40-1.1 et seq.
3. For purposes of this Agreement, "EMS" shall include both responding to calls for emergency medical assistance and providing medical transportation services, as well as rescue/extrication services for automobile accidents. The amount and type of equipment and number of personnel actually furnished in response to any emergency call shall be determined solely by County and its duly appointed agents, officers, directors, employees or subcontractors, consistent with the applicable provisions of N.J.A.C. 8:40-1.1 et seq.
4. It is expressly understood that in the performance of the obligations undertaken pursuant to this Agreement, County is an independent contractor with the sole right to supervise, manage, control and direct the provision of EMS. Further, Municipality shall look to the County for performance only and shall have no right at any time to direct or supervise the County, its agents, officers, directors, employees or subcontractors. Nothing in this Agreement shall constitute or be construed to create a partnership or a joint venture by and among the parties.
5. County shall make reasonable efforts to maintain reasonable emergency response times for the Service Area on a 24 hour, 7 day a week basis.
6. If personnel and equipment are available, County shall provide standby emergency medical services at community events and activities within the Municipality upon fourteen (14) days written notice of such request to County by Municipality at no additional cost. For purpose of this paragraph only, notice shall be provided to the County Director of Emergency Medical Services.
7. It is the intention of the parties that County shall be responsible for providing basic life support emergency medical services as defined in N.J.A.C. 8:40-1.1 et seq.; the Municipality shall not be responsible for providing such basic life support emergency medical services. The parties acknowledge that County does not, by this Shared Services Agreement, assume any responsibility to provide any other services, such as police or fire or the like.

C. ESTIMATED COST; NO PAYMENT BY MUNICIPALITY.

The cost of the Project shall be, as far as may be determined at this time, approximately \$3.7 million for the first year of the provision of all of County's basic life support

emergency medical services to all participant municipalities involved in the regionalization of emergency medical services within the County. The cost of the project for ensuing years is anticipated to be equal to or greater than the cost for the initial year of the project. This estimate is recited as required by the Shared Services Agreement. The parties agree that County shall not be entitled to any payment by Municipality for the provision of these services.

D. PARTICIPATION AND COOPERATION BY MUNICIPALITY.

Municipality shall in all regards cooperate with County to any extent necessary to enable the County to submit and process grant applications for funding for the provision of emergency services. In the event that it is necessary, given the requirements of the particular grant program, for the application to be submitted by the Municipality, Municipality agrees that it will take all necessary steps to do so. In the event that such funding is available to the municipality, but not otherwise directly available to the County, then Municipality will take all steps necessary to apply for and where possible obtain such funding and after receipt of such funding and consistent with any applicable law, rule or regulation, pay the proceeds of such funding to the County.

E. THIRD PARTY BILLING.

The parties recognize that County shall be solely entitled to any revenue generated by third party billing, which billing shall be done by County or County's agent. No part of the revenue from such billing shall be paid to Municipality.

F. DURATION OF AGREEMENT.

This Agreement shall be for a period of ten years, commencing April 2, 2017 to March 31, 2027.

Either party may, for cause, terminate this Agreement by notice to the other party. Such notice shall be provided at least 18 months prior to the designated termination date.

G. LIMITATION OF DELEGATION.

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

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

H. INDEMNIFICATION.

- (1) The County shall indemnify and shall hold the Municipality, the members of its governing body and its officers, agents and employees harmless against, and County shall pay any and all, liability, loss, cost, damage, claims, judgment or expense, of any and all kinds or nature, which shall be imposed by law, which the Municipality, the members of its governing body or its, officers, agents and employees may sustain or may be subject to or may be caused to incur by reason of any claim, suit or action which is based upon personal injury, death, or damage to property, whether real, personal or both, or upon or arising out of any services described in this Shared Services Agreement.
- (2) During the term of this Shared Services Agreement, Municipality shall indemnify and shall hold the County, the members of the Board and its officers, agents and employees harmless against, and Municipality shall pay any and all, liability, loss, cost, damage, claims, judgment or expense, of any and all kinds or nature, which shall be imposed by law, which the County, the members of the Board or its, officers, agents and employees may sustain or may be subject to or may be caused to incur by reason of any claim, suit or action which is based upon personal injury, death, or damage to property, whether real, personal or both, or upon or arising out of any services retained by the Municipality and performed by its law enforcement, fire and/or public works personnel or the like in the course of providing necessary support to emergency medical services described in this agreement.
- (3) The County and Municipality agree that the County shall give an authorized Municipality representative prompt written notice of the filing of each such claim and the institution of each such suit or action, and the Municipality shall give an authorized County representative prompt written notice of the filing of each such claim and the institution of each such suit or action.

I. COMPLIANCE WITH LAWS AND REGULATIONS.

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

J. INSURANCE.

At all times during the term of this Shared Services Agreement, the County shall maintain or cause to be maintained with responsible insurers who are authorized to do business in the State of New Jersey, or in such other manner as may be required or permitted by law, casualty, all-risk and comprehensive general liability insurance with respect to the Project as the County shall determine to be reasonably required. The County shall be obligated to pay for the cost of all such insurance. All such insurance policies shall name the County as the named insured and the Municipality as an additional insured.

Municipality shall maintain liability insurance, which will be considered secondary insurance, which will include general liability insurance, casualty, all-risk insurance.

K. REMEDIES.

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

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

2. **Contract Performance Pending Mediation.** During mediation proceedings, County shall continue to perform the services described in this Agreement.

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

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

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

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

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

4. **Procedure to Request Mediation.** Either party may demand mediation by written notice to the other party. The written notice shall contain at minimum (1) a brief statement of the nature of the dispute, and (b) the name, address and the phone number of that party's designated representative for purposes of mediation.

The other party shall designate its representative for mediation in writing no later than five (5) business days after receipt of the demand for mediation.

The respective designees shall thereupon promptly, and with due regard for the need for timely action, choose a mediator. If the parties cannot agree on a mediator, they shall choose a reputable mediation firm.

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

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

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

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

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

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

6. **Cost of Mediation.** Each party will bear its own cost of participation in the mediation. The mediator's fee will be divided equally between the parties.
7. **Failure of Mediation.** If a good faith effort to resolve the dispute through mediation is unsuccessful, either party may terminate the mediation by written notice to the mediator and to the other party. Thereafter, either party may submit the dispute to the Superior Court of New Jersey, Gloucester County, for adjudication, which court shall have exclusive original jurisdiction over the dispute.

L. NO ADDITIONAL WAIVER IMPLIED BY ONE WAIVER.

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

M. NO PERSONAL LIABILITY.

No covenant, condition or agreement contained in this Shared Services Agreement shall be

deemed to be the covenant, condition or agreement of any past, present or future officer, agent or employee, Freeholder, Municipal Council Person, Officer, and/or Agent of the Municipality or County, in his or her individual capacity, and neither the officers, agents or employees of the Municipality or County nor any official executing this Shared Services Agreement shall be liable personally on this Shared Services Agreement by reason of the execution hereof by such person or arising out of any transaction or activity relating to this Shared Services Agreement.

N. MISCELLANEOUS.

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

by and construed, interpreted and enforced in accordance with the laws of the State of New Jersey.

- O. EFFECTIVE DATE.** This Agreement shall be effective as of this ____ day of _____, 2017, which date shall be considered the commencement date of this Agreement, and which effective date shall be so designated in authorizing resolutions to be adopted by the parties to this Shared Services Agreement.
- P. CONFIRMING STATEMENT.** This Agreement replaces and supersedes all previous agreements between Gloucester County and the municipality for the Provision of Basic Life Support and Emergency Medical Services.

ATTEST:

COUNTY OF GLOUCESTER

LAURIE J. BURNS, CLERK

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

TOWNSHIP OF FRANKLIN

BARBARA FREIJOMIL, CLERK

DONALD KREVETSKI, MAYOR

B-2

LEASE AGREEMENT

by and between the

COUNTY OF GLOUCESTER, NEW JERSEY

and

TOWNSHIP OF FRANKLIN

FOR THE LEASE OF PREMISES LOCATED

AT 1672 COLES MILL ROAD,

FRANKLINVILLE, NEW JERSEY 08322

Dated: March 15, 2017

Prepared by: Thomas G. Campo,
County Counsel

TABLE OF CONTENTS

Recitals3

Paragraph 1. Premises Rented.....3

Paragraph 2. Term3

Paragraph 3. Rent3

Paragraph 4. Use3

Paragraph 5. Waste, Nuisance, or Unlawful Activity4

Paragraph 6. Easement, Agreements or Encumbrances4

Paragraph 7. Insurance.....4

Paragraph 8. County Repairs4

Paragraph 9. Utilities.....4

Paragraph 10. Quiet Enjoyment.....4

Paragraph 11. Indemnity4

Paragraph 12. Subordination4

Paragraph 13. Waiver4

Paragraph 14. Alterations and Improvements4

Paragraph 15. Surrender of Possession.....4

Paragraph 16. Damage or Destruction.....5

Paragraph 17. Notices5

Paragraph 18. Maintenance of Lawns and Snow Removal and for Trash Removal.....6

Paragraph 19. Dispute Resolution6

Paragraph 20. Total Agreement; Applicable to Successors7

Paragraph 21. Applicable Law7

Paragraph 22. Severability.....7

Paragraph 23. Assignment.....7

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Agreement"), is entered into this 15th day of March, 2017, by and between the County of Gloucester, a body politic and corporate of the State of New Jersey ("County") and the Township of Franklin, a municipal corporation of the State of New Jersey ("Municipality").

RECITALS

1. The County of Gloucester ("County") is a body politic and corporate of the State of New Jersey with main offices located at Two S. Broad Street, Woodbury, NJ 08096;
2. The Township of Franklin ("Municipality") is a municipal corporation of the State of New Jersey with offices located at 1571 Delsea Drive, Franklinville, New Jersey 08322;
3. County and Municipality have entered into a Shared Services Agreement ("Shared Services Agreement"), which is referred to and incorporated herein. Pursuant to the Shared Services Agreement, the County has agreed to provide to the Municipality emergency medical services consisting of basic life support ambulance services;
4. Consistent with the terms of that Shared Services Agreement, Municipality has agreed to lease to County its ambulance shelter/office premises, described below which Municipality currently owns;
5. N.J.S.A. 40A:65-1 et seq. specifically authorizes local government units, including counties and municipalities, to enter into shared services agreements;
6. Accordingly, the County and Municipality wish to enter into this Lease Agreement based on the terms and provisions which are set forth in this Agreement.

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

AGREEMENT TO LEASE

1. **PREMISES RENTED:** The premises rented consists of the premises located 1672 Coles Mill Road, Franklinville, New Jersey 08322, also known as Block 3903, Lot 2.
2. **TERM.** The term of this Lease shall be for a period of ten years, commencing April 2, 2017 to March 31, 2027.

It is the intention of the parties that the term of this lease shall be coincident with the term of the Shared Services Agreement. Accordingly, if the Shared Services Agreement between the County and the Municipality is terminated by either party, then this Lease Agreement shall be deemed to be terminated simultaneously.

In addition, the County may, if it deems it appropriate to its continued provision of services pursuant to the Shared Services Agreement, terminate this lease by notice to the Municipality, provided as set forth below, which notice shall be provided at least 30 days prior to the date chosen for termination. The County may therefore terminate this Lease without simultaneously terminating the Shared Services Agreement.

3. **RENT.** As the total rent for the premises for the total term of the lease, the County shall pay to the Township the sum of \$1.00. The parties specifically acknowledge that further significant consideration for the making of this Agreement is the services that shall be provided to the Municipality consistent with the terms and provisions of the Shared Services Agreement, for which services the Municipality is not obligated to pay any compensation.
4. **USE.** County may use the premises to operate a basic life support ambulance service, as that service is further described in the Shared Services Agreement.

5. **WASTE, NUISANCE, OR UNLAWFUL ACTIVITY.** The County shall not allow any waste or nuisance on the premises. The County shall neither use nor occupy the demised premises or any part thereof for any unlawful, disreputable, or ultra hazardous business purpose nor operate or conduct its business in a manner constituting a nuisance of any kind.
6. **EASEMENT, AGREEMENTS OR ENCUMBRANCES.** The parties shall be bound by all existing easements, agreements, and encumbrances of record relating to the demised premises. The Municipality will notify the County of any easements, agreements, or encumbrances of which they have knowledge. The Municipality covenants that the premises may legally be used for the operation of the basic life support ambulance service.
7. **INSURANCE.** The County shall at all times during the term of this Lease maintain hazard insurance and liability coverage insurance on the portion of the premises occupied by the County. The Municipality shall be named as an additional insured. The Municipality shall maintain hazard insurance and liability insurance on the building.
8. **COUNTY REPAIRS.** The County shall, at its sole cost and expense, maintain and repair all parts of the leased premises which it occupies and for which the Municipality is not expressly responsible, and shall maintain the premises in a reasonably good condition.
9. **UTILITIES.** The Municipality will be responsible for the total electric bill where the County reimburses the Municipality for the electric charges.
10. **QUIET ENJOYMENT.** The Municipality covenants and agrees that it has the full and unrestricted right and lawful authority to make and enter into this Lease. The County, upon paying said rent and other charges herein and otherwise fully and punctually performing all the other terms and conditions imposed on the County, shall and may peaceably and quietly have, hold and enjoy the premises hereby demised for the term aforesaid free from disturbance by the Municipality or anyone claiming by, through or under the Municipality.
11. **INDEMNITY.** The County shall indemnify save and hold harmless the Municipality from and against any and all claims or liability for injury or damage to any person or property occurring in or about the premises occurring during the term of this Lease, when such injury or damage shall be caused in whole or in part by the act, neglect, fault or omission of any duty of same by the County, its agents, servants, employees and invitees. Nothing contained herein shall absolve the Municipality for any injuries or damage caused by the Municipality's negligence or the negligence of the Municipality's agents, servants or employees. The Municipality will maintain appropriate owner's liability insurance and the Municipality shall indemnify save and hold harmless County from and against any and all claims or liability for injury or damage to any person or property occurring during the term of this Lease, when such injury or damage shall be caused in whole or in part by the act, neglect, fault or omission of any duty of same by the Municipality, its agents, servants, employees and invitees.
12. **SUBORDINATION.** This Lease shall be subject and subordinate at all times to any and all encumbrances created by any bond financing, the purpose and part of which was to acquire or improve the premises.
13. **WAIVER.** The failure of either of the parties hereto in one or more instances to insist upon strict performance or observance of one or more of the covenants or conditions hereof, or to exercise any remedy, privilege, or operation herein conferred upon or reserved to such party, shall not operate and not be construed as a relinquishment or waiver for the future of such covenant or condition or of the right to enforce the same or to exercise such privilege, option, or remedy, but the same shall continue in full force and effect.
14. **ALTERATIONS AND IMPROVEMENTS.** The Municipality agrees to allow County to make any alterations or improvements to the lease premises necessary to allow County to operate for its intended use with the prior written consent of the Municipality, such consent not to unreasonably withheld.
15. **SURRENDER OF POSSESSION.** The County shall, on the last day of the term, or on earlier termination and forfeiture of the Lease, peaceably and quietly surrender and deliver the demised premises to the Municipality free of sub tenancies, including all buildings, additions, and improvements constructed or placed thereon by the County, except movable trade fixtures, all in reasonably good condition and repair with regard to those portions of the premises which the County has been required to

maintain and repair. The County shall, if not in default hereunder, remove its equipment, goods, trade fixtures, and effects and those of all persons claiming by, through or under it, provided that such removal does not cause irreparable damage to the premises.

In the event that pursuant to this Agreement, the County makes any improvements to the premises then, upon the termination of this Lease, the Municipality shall reimburse the County for the prorated value (based on the remaining useful life) of the cost of improvements

16. DAMAGE OR DESTRUCTION. In the event of any damage or destruction to the leased premises not caused by the Municipality or any of its agents, servants, contractors or employees, Municipality shall not be obligated to repair or replace same or any improvements made by County, nor shall the Municipality be responsible for any costs associated therewith.

17. NOTICES. All notices to be given with respect to this Lease shall be in writing. Each notice shall be sent by registered or certified mail, postage prepaid and return receipt requested, or by overnight commercial courier service to the party to be notified at the address set forth herein or at such other address as either party may from time to time designate in writing. Notices may also be given by facsimile transmission weekdays (exclusive of County legal holidays) between the hours of 8:30 a.m. and 4:30 p.m. provided that any such transmission shall be promptly confirmed by any of the other permitted means of notice set forth above addressed to the following:

If to the County:

Chad Bruner, County Administrator
County of Gloucester
Two S. Broad Street
Woodbury, NJ 08096

With copy to:

Thomas G. Campo, County Counsel
County of Gloucester
Two S. Broad Street
Woodbury, NJ 08096

If to Franklin Township:

Donald Krevetski, Mayor
Township of Franklin
1571 Delsea Drive
Franklinville, New Jersey 08322

With copy to the Municipality Solicitor:

Stuart Platt, Esquire
40 Berlin Avenue
Stratford, New Jersey 08084

Either party may, by notice given as described above, change its address for all subsequent notices. All notices hereunder shall be effective upon receipt or (if by other than personal delivery) first attempted delivery.

18. MAINTENANCE OF LAWNS AND SNOW REMOVAL AND FOR TRASH REMOVAL. The Municipality will be responsible for the maintenance of lawns and for snow and trash removal for any stand alone building which is the subject of this Lease Agreement. The Municipality shall provide trash pick up services at the premises.

19. DISPUTE RESOLUTION.

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

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

B. Contract Performance Pending Mediation. During mediation proceedings, County shall continue to perform the services described in this Agreement.

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

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

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

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

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

D. Procedure to Request Mediation. Either party may demand mediation by written notice to the other party. The written notice shall contain at minimum (1) a brief statement of the nature of the dispute, and (b) the name, address and the phone number of that party's designated representative for purposes of mediation.

The other party shall designate its representative for mediation in writing no later than five (5) business days after receipt of the demand for mediation.

The respective designees shall thereupon promptly, and with due regard for the need for timely action, choose a mediator. If the parties cannot agree on a mediator, they shall choose a reputable mediation firm.

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

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

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

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

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

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

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

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

20. TOTAL AGREEMENT; APPLICABLE TO SUCCESSORS. This Lease contains the entire agreement between the Parties and cannot be changed or terminated except by a written instrument subsequently executed by the parties hereto. This Lease and the terms and conditions hereof apply to and are binding upon the successors and assigns of both parties.

21. APPLICABLE LAW. This Lease shall be governed by and construed in accordance with the laws of the State of New Jersey.

22. SEVERABILITY. If any term or provision of this Lease shall to any extent be held to be invalid or unenforceable under the applicable law, the remaining provisions of this Lease shall not be affected thereby but shall remain in full force and effect.

23. ASSIGNMENT. No one party may assign this Lease without the written consent of the other, such consent not to be unreasonably withheld.

IN WITNESS HEREOF, the Municipality and County have hereunto set their hands and seals, all as of the day and year first above written.

ATTEST:

COUNTY OF GLOUCESTER

LAURIE J. BURNS, CLERK

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

TOWNSHIP OF FRANKLIN

BARBARA FREIJOMIL, CLERK

DONALD KREVETSKI, MAYOR

B-2

VEHICLE AND EQUIPMENT LEASE AGREEMENT

by and between the

COUNTY OF GLOUCESTER, NEW JERSEY

and

TOWNSHIP OF FRANKLIN

**FOR THE PROVISION OF EMERGENCY MEDICAL
SERVICES VEHICLES AND EQUIPMENT**

Dated: March 15, 2017

Prepared by: Thomas G. Campo,
County Counsel

TABLE OF CONTENTS

Recitals3

Paragraph 1. Lease Vehicles and Equipment3

Paragraph 2. Ownership of Vehicles; and Equipment; Residual Value.....3

Paragraph 3. Rent3

Paragraph 4. Term3

Paragraph 5. Repair and Maintenance4

Paragraph 6. Insurance.....4

Paragraph 7. Indemnity4

Paragraph 8. Waiver4

Paragraph 9. Notices4

Paragraph 10. Dispute Resolution5

Paragraph 11. Total Agreement6

Paragraph 12. Applicable Law6

Paragraph 13. Severability.....6

VEHICLE AND EQUIPMENT LEASE AGREEMENT

THIS VEHICLE AND EQUIPMENT LEASE AGREEMENT ("Agreement"), is entered into this 15th day of March, 2017, by and between the County of Gloucester, a body politic and corporate of the State of New Jersey ("County") and Township of Franklin, a municipal corporation of the State of New Jersey ("Municipality").

RECITALS

1. The County of Gloucester ("County") is a body politic and corporate of the State of New Jersey with main offices located at Two S. Broad Street, Woodbury, New Jersey 08096;
2. The Township of Franklin ("Municipality") is a municipal corporation of the State of New Jersey with offices located at 1571 Delsea Drive, Franklinville, New Jersey 08322;
3. County and Municipality have entered into a Shared Services Agreement, ("Shared Services Agreement"), which is referred to and incorporated herein. Pursuant to the Shared Services Agreement, the County has agreed to provide to the Municipality emergency medical services consisting of basic life support services;
4. Consistent with the terms of that Shared Services Agreement to provide emergency medical services consisting of basic life support services, the Municipality has agreed to lease to County certain ambulance and/or other emergency vehicles and the equipment set forth on the Schedule A attached to and made a part of this Agreement.

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

1. **LEASE VEHICLES AND EQUIPMENT.** Municipality agrees to lease to County, and County agrees to hire from Municipality, the vehicles and equipment specified in Schedule A attached hereto and made a part hereof, including the standard and any extra equipment installed on or used in connection with the operation of the vehicles.
2. **OWNERSHIP OF VEHICLES; AND EQUIPMENT; RESIDUAL VALUE.** Municipality is the owner of the vehicles and equipment. This is an agreement of lease only and may not be construed as a contract for the sale of vehicles. However, the parties agree that if, either during the term of this Lease or at the termination of this Lease, the County determines that the useful life of the vehicles and/or equipment have expired, then the County shall be entitled to the trade in or salvage value of the vehicles and/or equipment. The Municipality shall cooperate with County to transfer ownership of such vehicles and equipment at that time in order to enable the County to receive the trade in or salvage value.
3. **RENT.** As the total rent for the vehicles and equipment for the total term of the lease, County shall pay to the Municipality the sum of \$1.00. The parties specifically acknowledge that further significant consideration for the making of this Agreement is the services that shall be provided to Municipality consistent with the terms and provisions of the Shared Services Agreement, for which services Municipality is not obligated to pay any compensation.
4. **TERM.** The term of this Lease shall be for a period of 10 years commencing April 2, 2017 and concluding March 31, 2027.

It is the intention of the parties that the term of this lease shall be coincident with the term of the Shared Services Agreement. Accordingly, if either party terminates the Shared Services Agreement, then this Lease Agreement shall be deemed to be terminated simultaneously.

In addition, the County may, if it deems it appropriate to its continued provision of services pursuant to the Shared Services Agreement, terminate this lease by notice to the municipality, provided as set forth below, which notice shall be provided at least 18 months prior to the date chosen for termination. The County may therefore terminate this Lease without simultaneously terminating the Shared Services Agreement.

5. **REPAIR AND MAINTENANCE.** County shall be responsible for all maintenance costs in connection with the vehicles and the equipment.

6. **INSURANCE.** County shall maintain vehicle liability insurance on all vehicles, and may in its discretion insure the equipment with regard to loss by theft or other insurable damage.

The parties agree that in the event of partial or complete destruction of the vehicles and/or equipment, then County shall be entitled to the proceeds of the insurance maintained on the vehicles and the equipment. The Municipality may, in its discretion, separately maintain insurance on the vehicles and the equipment. The proceeds of any such insurance claims for damage to the vehicles and/or equipment shall also be payable to the County.

The parties acknowledge that such proceeds may be necessary for the County to replace the vehicles and/or equipment.

7. **INDEMNITY.** County shall indemnify save and hold harmless the Municipality from and against any and all claims or liability for injury or damage to any person or property occurring in or about the premises occurring during the term of this Lease, when such injury or damage shall be caused in whole or in part by the act, neglect, fault or omission of any duty of same by County, its agents, servants, employees and invitees. Nothing contained herein shall absolve the Municipality for any injuries or damage caused by the Municipality's negligence or the negligence of Municipality's agents, servants or employees. The Municipality will maintain appropriate ownership liability insurance. The Municipality shall indemnify, save and hold harmless County from and against any and all claims or liability for injury or damage to any person or property occurring during the term of this Lease, when such injury or damage shall be caused in whole or in part by the act, neglect, fault or omission of any duty of same by the Municipality, its agents, servants, employees and invitees.

8. **WAIVER.** The failure of either of the parties hereto in one or more instances to insist upon strict performance or observance of one or more of the covenants or conditions hereof, or to exercise any remedy, privilege, or operation herein conferred upon or reserved to such party, shall not operate and not be construed as a relinquishment or waiver for the future of such covenant or condition or of the right to enforce the same or to exercise such privilege, option, or remedy, but the same shall continue in full force and effect.

9. **NOTICES.** All notices to be given with respect to this Lease shall be in writing. Each notice shall be sent by registered or certified mail, postage prepaid and return receipt requested, or by overnight commercial courier service to the party to be notified at the address set forth herein or at such other address as either party may from time to time designate in writing. Notices may also be given by facsimile transmission weekdays (exclusive of County legal holidays) between the hours of 8:30 a.m. and 4:30 p.m. provided that any such transmission shall be promptly confirmed by any of the other permitted means of notice set forth above addressed to the following:

If to the County:

Chad Bruner, County Administrator
County of Gloucester
Two S. Broad Street
Woodbury, NJ 08096

With copy to:

Thomas G. Campo, County Counsel
County of Gloucester
Two S. Broad Street
Woodbury, NJ 08096

If to Municipality:

Donald Krevetski, Mayor
Township of Franklin
1571 Delsea Drive
Franklinville, New Jersey 08322

With copy to Solicitor of Municipality:

Stuart Platt, Esquire
40 Berlin Avenue
Stratford, New Jersey 08084

Either party may, by notice given as described above, change its address for all subsequent notices. All notices hereunder shall be effective upon receipt or (if by other than personal delivery) first attempted delivery.

10. DISPUTE RESOLUTION.

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

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

- B. **Contract Performance Pending Mediation.** During mediation proceedings, County shall continue to perform the services described in this Agreement.

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

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

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

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

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

- D. **Procedure to Request Mediation.** Either party may demand mediation by written notice to the other party. The written notice shall contain at minimum (1) a brief statement of the nature of the dispute, and (b) the name, address and the phone number of that party's designated representative for purposes of mediation.

The other party shall designate its representative for mediation in writing no later than five (5) business days after receipt of the demand for mediation.

The respective designees shall thereupon promptly, and with due regard for the need for timely action, choose a mediator. If the parties cannot agree on a mediator, they shall choose a reputable mediation firm.

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

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

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

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

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

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

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

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

11. **TOTAL AGREEMENT.** Applicable to Successors. This Lease contains the entire agreement between the Parties and cannot be changed or terminated except by a written instrument subsequently executed by the parties hereto. This Lease and the terms and conditions hereof apply to and are binding upon the successors and assigns of both parties.

12. **APPLICABLE LAW.** This Lease shall be governed by and construed in accordance with the laws of the State of New Jersey.

13. **SEVERABILITY.** If any term or provision of this Lease shall to any extent be held to be invalid or unenforceable under the applicable law, the remaining provisions of this Lease shall not be affected thereby but shall remain in full force and effect.

IN WITNESS HEREOF, Municipality and County have hereunto set their hands and seals, all as of the day and year first above written.

ATTEST:

COUNTY OF GLOUCESTER

LAURIE J. BURNS, CLERK

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

TOWNSHIP OF FRANKLIN

BARBARA FREIJOMIL, CLERK

DONALD KREVETSKI, MAYOR

**SCHEDULE A
TOWNSHIP OF FRANKLIN**

The following data has been developed from on-site "walk through" evaluations of property and asset's. Local EMS Supervisory personnel were present and provided information to the best of their knowledge. It should be noted that some of these items may fact be the property of the Volunteer organizations and may, or may not be transferred to the County.

<u>Vehicle #</u>	<u>VIN #</u>	<u>Year</u>	<u>Make</u>	<u>Model</u>	<u>Reg</u>
4391	1FDXE40F2XHA87547	1999	Ford/Horton	F450	MG41241
4392	1FDXE45P75HB38961	2005	Ford/Horton	F450	MG689861
4393	1FDLE40F4VHA65030	1996	Ford/Horton	F450	MG26317
4394	1FDKE30F8SHA67316	1994	Ford/Horton	F450	MG26317

COMMUNICATIONS

BIO MEDICAL

EQUIPMENT

B-3

RESOLUTION AUTHORIZING THE EXECUTION OF A SHARED SERVICES AGREEMENT AND LEASE RELATED TO EMERGENCY MEDICAL SERVICES REGIONALIZATION FOR THE BOROUGH OF NEWFIELD

WHEREAS, the provision of emergency medical services to residents and visitors of Gloucester County is an essential, life-saving government function; and

WHEREAS, delivery of such services in a timely and professional manner is a significant obligation of local government; and

WHEREAS, the Gloucester County EMS Exploratory Committee has examined regionalization as a viable option to improving Emergency Medical Services countywide and recommended such option to the municipalities of Gloucester County; and

WHEREAS, to facilitate the delivery of such services in a timely and professional manner, the County of Gloucester has pursued a carefully constructed plan, in partnership with municipalities, for the regionalization of Basic Life Support Emergency Medical Services; and

WHEREAS, the Borough of Newfield wishes to designate the Gloucester County Division of Emergency Medical Services as the provider of Basic Life Support Services and enter into a Shared Services Agreement and related lease, all of which will enable the County to provide the services and the municipality to provide support for the Basic Life Support Medical Services in the form of facility space lease; and

WHEREAS, the regionalization of these services is being conducted to provide the highest level of basic life support emergency medical services; and

WHEREAS, appropriate Shared Services Agreement and Lease Agreement have been prepared and circulated to the participating municipality.

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 a Shared Services Agreement and Lease Agreement with the Borough of Newfield in substantially the same form as attached to this resolution; and

BE IT FURTHER RESOLVED, the agreement and leases shall be for a period of ten years, commencing April 2, 2017 to March 31, 2027; and

BE IT FURTHER RESOLVED, that the Office of the Administrator and the Office of County Counsel are authorized to finalize the language of the documents.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, State of New Jersey, held on Wednesday, March 15, 2017, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

LAURIE J. BURNS, CLERK

B-3

SHARED SERVICES AGREEMENT

by and between the

COUNTY OF GLOUCESTER, NEW JERSEY

and

BOROUGH OF NEWFIELD

**FOR THE PROVISION OF BASIC LIFE SUPPORT
EMERGENCY MEDICAL SERVICES**

Dated: March 15, 2017

Prepared by: Thomas G. Campo,
County Counsel

TABLE OF CONTENTS

Recitals..... 3

Paragraph A. Description of the Project 3

Paragraph B. Description of Services..... 4

Paragraph C. Estimated Cost; No Payment By Municipality 4

Paragraph D. Participation and Cooperation by Municipality..... 5

Paragraph E. Third Party Billing..... 5

Paragraph F. Duration of Agreement 5

Paragraph G. Limitation of Delegation 5

Paragraph H. Indemnification 6

Paragraph I. Compliance with Laws and Regulations 6

Paragraph J. Insurance 6

Paragraph K. Remedies..... 7

Paragraph L. No Additional Waiver Implied by One Waiver 8

Paragraph M. No Personal Liability 8

Paragraph N. Miscellaneous 9

Section 1. Amendment 9

Section 2. Successors and Assigns..... 9

Section 3. Severability..... 9

Section 4. Counterparts 9

Section 5. Entire Agreement..... 9

Section 6. Further Assurances and Corrective Instruments 9

Section 7. Headings 9

Section 8. Non-Waiver 9

Section 9. Governing Law..... 9

Paragraph O. Effective Date 10

Paragraph P. Confirming Statement..... 10

SHARED SERVICES AGREEMENT

THIS SHARED SERVICES AGREEMENT ("Shared Services Agreement"), dated this _____ day of _____, 2017, by and between the Borough of Newfield, a municipal corporation of the State of New Jersey ("Municipality"), and the County of Gloucester, a body politic and corporate of the State of New Jersey ("County").

RECITALS

1. The County of Gloucester ("County") is a body politic and corporate of the State of New Jersey with main offices located at Two S. Broad Street, Woodbury, NJ 08096;
2. The Borough of Newfield ("Municipality") is a municipal corporation of the State of New Jersey with offices located at 18 Catawba Avenue, Newfield, New Jersey 08344;
3. Municipality currently provides emergency medical services consisting of basic life support services and provides medical transport services in its municipality;
4. The County wishes to assist the Municipality in dealing with the very significant obligations related to the provision of such services and the significant costs incurred in providing such services;
5. Accordingly, the County has pursued a plan for the regionalization of the provision of such services in areas including the Municipality;
6. Municipality wishes to designate County as the provider of basic life support emergency medical services within the Municipality;
7. N.J.S.A. 40A:65-1 et seq. specifically authorizes local government units, including counties and municipalities, to enter into shared services agreements.

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

AGREEMENT

A. DESCRIPTION OF THE PROJECT.

The project shall consist of the provision by the County of basic life support emergency medical services within the Municipality.

B. DESCRIPTION OF SERVICES.

The County's services will therefore include, but not necessarily be limited to, the following:

1. Provision, on a 24 hour, 7 days a week basis, of basic life support emergency medical services.
2. The basic life support emergency medical services to be provided shall be as defined in N.J.A.C. 8:40-1.1 et seq.
3. For purposes of this Agreement, "EMS" shall include both responding to calls for emergency medical assistance and providing medical transportation services, as well as rescue/extrication services for automobile accidents. The amount and type of equipment and number of personnel actually furnished in response to any emergency call shall be determined solely by County and its duly appointed agents, officers, directors, employees or subcontractors, consistent with the applicable provisions of N.J.A.C. 8:40-1.1 et seq.
4. It is expressly understood that in the performance of the obligations undertaken pursuant to this Agreement, County is an independent contractor with the sole right to supervise, manage, control and direct the provision of EMS. Further, Municipality shall look to the County for performance only and shall have no right at any time to direct or supervise the County, its agents, officers, directors, employees or subcontractors. Nothing in this Agreement shall constitute or be construed to create a partnership or a joint venture by and among the parties.
5. County shall make reasonable efforts to maintain reasonable emergency response times for the Service Area on a 24 hour, 7 day a week basis.
6. If personnel and equipment are available, County shall provide standby emergency medical services at community events and activities within the Municipality upon fourteen (14) days written notice of such request to County by Municipality at no additional cost. For purpose of this paragraph only, notice shall be provided to the County Director of Emergency Medical Services.
7. It is the intention of the parties that County shall be responsible for providing basic life support emergency medical services as defined in N.J.A.C. 8:40-1.1 et seq.; the Municipality shall not be responsible for providing such basic life support emergency medical services. The parties acknowledge that County does not, by this Shared Services Agreement, assume any responsibility to provide any other services, such as police or fire or the like.

C. ESTIMATED COST; NO PAYMENT BY MUNICIPALITY.

The cost of the Project shall be, as far as may be determined at this time, approximately \$3.7 million for the first year of the provision of all of County's basic life support

emergency medical services to all participant municipalities involved in the regionalization of emergency medical services within the County. The cost of the project for ensuing years is anticipated to be equal to or greater than the cost for the initial year of the project. This estimate is recited as required by the Shared Services Agreement. The parties agree that County shall not be entitled to any payment by Municipality for the provision of these services.

D. PARTICIPATION AND COOPERATION BY MUNICIPALITY.

Municipality shall in all regards cooperate with County to any extent necessary to enable the County to submit and process grant applications for funding for the provision of emergency services. In the event that it is necessary, given the requirements of the particular grant program, for the application to be submitted by the Municipality, Municipality agrees that it will take all necessary steps to do so. In the event that such funding is available to the municipality, but not otherwise directly available to the County, then Municipality will take all steps necessary to apply for and where possible obtain such funding and after receipt of such funding and consistent with any applicable law, rule or regulation, pay the proceeds of such funding to the County.

E. THIRD PARTY BILLING.

The parties recognize that County shall be solely entitled to any revenue generated by third party billing, which billing shall be done by County or County's agent. No part of the revenue from such billing shall be paid to Municipality.

F. DURATION OF AGREEMENT.

This Agreement shall be for a period of ten years, commencing April 2, 2017 to March 31, 2027.

Either party may, for cause, terminate this Agreement by notice to the other party. Such notice shall be provided at least 18 months prior to the designated termination date.

G. LIMITATION OF DELEGATION.

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

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

H. INDEMNIFICATION.

- (1) The County shall indemnify and shall hold the Municipality, the members of its governing body and its officers, agents and employees harmless against, and County shall pay any and all, liability, loss, cost, damage, claims, judgment or expense, of any and all kinds or nature, which shall be imposed by law, which the Municipality, the members of its governing body or its, officers, agents and employees may sustain or may be subject to or may be caused to incur by reason of any claim, suit or action which is based upon personal injury, death, or damage to property, whether real, personal or both, or upon or arising out of any services described in this Shared Services Agreement.
- (2) During the term of this Shared Services Agreement, Municipality shall indemnify and shall hold the County, the members of the Board and its officers, agents and employees harmless against, and Municipality shall pay any and all, liability, loss, cost, damage, claims, judgment or expense, of any and all kinds or nature, which shall be imposed by law, which the County, the members of the Board or its, officers, agents and employees may sustain or may be subject to or may be caused to incur by reason of any claim, suit or action which is based upon personal injury, death, or damage to property, whether real, personal or both, or upon or arising out of any services retained by the Municipality and performed by its law enforcement, fire and/or public works personnel or the like in the course of providing necessary support to emergency medical services described in this agreement.
- (3) The County and Municipality agree that the County shall give an authorized Municipality representative prompt written notice of the filing of each such claim and the institution of each such suit or action, and the Municipality shall give an authorized County representative prompt written notice of the filing of each such claim and the institution of each such suit or action.

I. COMPLIANCE WITH LAWS AND REGULATIONS.

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

J. INSURANCE.

At all times during the term of this Shared Services Agreement, the County shall maintain or cause to be maintained with responsible insurers who are authorized to do business in the State of New Jersey, or in such other manner as may be required or permitted by law, casualty, all-risk and comprehensive general liability insurance with respect to the Project as the County shall determine to be reasonably required. The County shall be obligated to pay for the cost of all such insurance. All such insurance policies shall name the County as the named insured and the Municipality as an additional insured.

Municipality shall maintain liability insurance, which will be considered secondary insurance, which will include general liability insurance, casualty, all-risk insurance.

K. REMEDIES.

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

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

2. **Contract Performance Pending Mediation.** During mediation proceedings, County shall continue to perform the services described in this Agreement.
3. **When Mediation May be Demanded.** Prior to either party demanding mediation, the aggrieved party shall attempt to resolve the problem directly with the other party. The aggrieved party shall submit a written notice of dispute to the other party. The other party shall respond in writing. Demand for mediation of any claim shall not be made until the earlier of the following:
 - (a) five (5) business days after the other party has provided its written response to the aggrieved party's notice of dispute;
 - (b) 30 days have passed after submission of the original, written claim by the aggrieved party and the other party has not responded.

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

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

4. **Procedure to Request Mediation.** Either party may demand mediation by written notice to the other party. The written notice shall contain at minimum (1) a brief statement of the nature of the dispute, and (b) the name, address and the phone number of that party's designated representative for purposes of mediation.

The other party shall designate its representative for mediation in writing no later than five (5) business days after receipt of the demand for mediation.

The respective designees shall thereupon promptly, and with due regard for the need for timely action, choose a mediator. If the parties cannot agree on a mediator, they shall choose a reputable mediation firm.

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

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

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

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

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

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

6. **Cost of Mediation.** Each party will bear its own cost of participation in the mediation. The mediator's fee will be divided equally between the parties.
7. **Failure of Mediation.** If a good faith effort to resolve the dispute through mediation is unsuccessful, either party may terminate the mediation by written notice to the mediator and to the other party. Thereafter, either party may submit the dispute to the Superior Court of New Jersey, Gloucester County, for adjudication, which court shall have exclusive original jurisdiction over the dispute.

L. NO ADDITIONAL WAIVER IMPLIED BY ONE WAIVER.

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

M. NO PERSONAL LIABILITY.

No covenant, condition or agreement contained in this Shared Services Agreement shall be

deemed to be the covenant, condition or agreement of any past, present or future officer, agent or employee, Freeholder, Municipal Council Person, Officer, and/or Agent of the Municipality or County, in his or her individual capacity, and neither the officers, agents or employees of the Municipality or County nor any official executing this Shared Services Agreement shall be liable personally on this Shared Services Agreement by reason of the execution hereof by such person or arising out of any transaction or activity relating to this Shared Services Agreement.

N. MISCELLANEOUS.

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

by and construed, interpreted and enforced in accordance with the laws of the State of New Jersey.

- O. EFFECTIVE DATE.** This Agreement shall be effective as of this ____ day of _____, 2017, which date shall be considered the commencement date of this Agreement, and which effective date shall be so designated in authorizing resolutions to be adopted by the parties to this Shared Services Agreement.
- P. CONFIRMING STATEMENT.** This Agreement replaces and supersedes all previous agreements between Gloucester County and the municipality for the Provision of Basic Life Support and Emergency Medical Services.

ATTEST:

COUNTY OF GLOUCESTER

LAURIE J. BURNS, CLERK

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

BOROUGH OF NEWFIELD

TONI L. VAN CAMP, CLERK

DON SULLIVAN, MAYOR

B3

LEASE AGREEMENT

by and between the

COUNTY OF GLOUCESTER, NEW JERSEY

and

BOROUGH OF NEWFIELD

FOR THE LEASE OF PREMISES LOCATED

AT 111-115 CATAWBA AVENUE,

NEWFIELD, NEW JERSEY 08344

Dated: March 15, 2017

Prepared by: Thomas G. Campo,
County Counsel

TABLE OF CONTENTS

Recitals3

Paragraph 1. Premises Rented.....3

Paragraph 2. Term3

Paragraph 3. Rent3

Paragraph 4. Use3

Paragraph 5. Waste, Nuisance, or Unlawful Activity4

Paragraph 6. Easement, Agreements or Encumbrances.....4

Paragraph 7. Insurance.....4

Paragraph 8. County Repairs4

Paragraph 9. Utilities.....4

Paragraph 10. Quiet Enjoyment.....4

Paragraph 11. Indemnity4

Paragraph 12. Subordination4

Paragraph 13. Waiver4

Paragraph 14. Alterations and Improvements4

Paragraph 15. Surrender of Possession.....4

Paragraph 16. Damage or Destruction.....5

Paragraph 17. Notices5

Paragraph 18. Maintenance of Lawns and Snow Removal and for Trash Removal.....6

Paragraph 19. Dispute Resolution6

Paragraph 20. Total Agreement; Applicable to Successors7

Paragraph 21. Applicable Law7

Paragraph 22. Severability.....7

Paragraph 23. Assignment.....7

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Agreement"), is entered into this 15th day of March, 2017, by and between the County of Gloucester, a body politic and corporate of the State of New Jersey ("County") and the Borough of Newfield, a municipal corporation of the State of New Jersey ("Municipality").

RECITALS

1. The County of Gloucester ("County") is a body politic and corporate of the State of New Jersey with main offices located at Two S. Broad Street, Woodbury, NJ 08096;
2. The Borough of Newfield ("Municipality") is a municipal corporation of the State of New Jersey with offices located at 18 Catawba Avenue, Newfield, New Jersey 08344;
3. County and Municipality have entered into a Shared Services Agreement ("Shared Services Agreement"), which is referred to and incorporated herein. Pursuant to the Shared Services Agreement, the County has agreed to provide to the Municipality emergency medical services consisting of basic life support ambulance services;
4. Consistent with the terms of that Shared Services Agreement, Municipality has agreed to lease to County its ambulance shelter/office premises, described below which Municipality currently owns;
5. N.J.S.A. 40A:65-1 et seq. specifically authorizes local government units, including counties and municipalities, to enter into shared services agreements;
6. Accordingly, the County and Municipality wish to enter into this Lease Agreement based on the terms and provisions which are set forth in this Agreement.

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

AGREEMENT TO LEASE

1. **PREMISES RENTED:** The premises rented consists of the premises located 111-115 Catawba Avenue, Newfield, New Jersey 08344, also known as Block 305, Lot 30.02.
2. **TERM.** The term of this Lease shall be for a period of ten years, commencing April 2, 2017 to March 31, 2027.

It is the intention of the parties that the term of this lease shall be coincident with the term of the Shared Services Agreement. Accordingly, if the Shared Services Agreement between the County and the Municipality is terminated by either party, then this Lease Agreement shall be deemed to be terminated simultaneously.

In addition, the County may, if it deems it appropriate to its continued provision of services pursuant to the Shared Services Agreement, terminate this lease by notice to the Municipality, provided as set forth below, which notice shall be provided at least 30 days prior to the date chosen for termination. The County may therefore terminate this Lease without simultaneously terminating the Shared Services Agreement.

3. **RENT.** As the total rent for the premises for the total term of the lease, the County shall pay to the Township the sum of \$1.00. The parties specifically acknowledge that further significant consideration for the making of this Agreement is the services that shall be provided to the Municipality consistent with the terms and provisions of the Shared Services Agreement, for which services the Municipality is not obligated to pay any compensation.
4. **USE.** County may use the premises to operate a basic life support ambulance service, as that service is further described in the Shared Services Agreement.

5. **WASTE, NUISANCE, OR UNLAWFUL ACTIVITY.** The County shall not allow any waste or nuisance on the premises. The County shall neither use nor occupy the demised premises or any part thereof for any unlawful, disreputable, or ultra hazardous business purpose nor operate or conduct its business in a manner constituting a nuisance of any kind.
6. **EASEMENT, AGREEMENTS OR ENCUMBRANCES.** The parties shall be bound by all existing easements, agreements, and encumbrances of record relating to the demised premises. The Municipality will notify the County of any easements, agreements, or encumbrances of which they have knowledge. The Municipality covenants that the premises may legally be used for the operation of the basic life support ambulance service.
7. **INSURANCE.** The County shall at all times during the term of this Lease maintain hazard insurance and liability coverage insurance on the portion of the premises occupied by the County. The Municipality shall be named as an additional insured. The Municipality shall maintain hazard insurance and liability insurance on the building.
8. **COUNTY REPAIRS.** The County shall, at its sole cost and expense, maintain and repair all parts of the leased premises which it occupies and for which the Municipality is not expressly responsible, and shall maintain the premises in a reasonably good condition.
9. **UTILITIES.** The County shall be responsible for electric and gas utilities. The Municipality shall submit the utility bills for the EMS Station to the County for reimbursement.
10. **QUIET ENJOYMENT.** The Municipality covenants and agrees that it has the full and unrestricted right and lawful authority to make and enter into this Lease. The County, upon paying said rent and other charges herein and otherwise fully and punctually performing all the other terms and conditions imposed on the County, shall and may peaceably and quietly have, hold and enjoy the premises hereby demised for the term aforesaid free from disturbance by the Municipality or anyone claiming by, through or under the Municipality.
11. **INDEMNITY.** The County shall indemnify save and hold harmless the Municipality from and against any and all claims or liability for injury or damage to any person or property occurring in or about the premises occurring during the term of this Lease, when such injury or damage shall be caused in whole or in part by the act, neglect, fault or omission of any duty of same by the County, its agents, servants, employees and invitees. Nothing contained herein shall absolve the Municipality for any injuries or damage caused by the Municipality's negligence or the negligence of the Municipality's agents, servants or employees. The Municipality will maintain appropriate owner's liability insurance and the Municipality shall indemnify save and hold harmless County from and against any and all claims or liability for injury or damage to any person or property occurring during the term of this Lease, when such injury or damage shall be caused in whole or in part by the act, neglect, fault or omission of any duty of same by the Municipality, its agents, servants, employees and invitees.
12. **SUBORDINATION.** This Lease shall be subject and subordinate at all times to any and all encumbrances created by any bond financing, the purpose and part of which was to acquire or improve the premises.
13. **WAIVER.** The failure of either of the parties hereto in one or more instances to insist upon strict performance or observance of one or more of the covenants or conditions hereof, or to exercise any remedy, privilege, or operation herein conferred upon or reserved to such party, shall not operate and not be construed as a relinquishment or waiver for the future of such covenant or condition or of the right to enforce the same or to exercise such privilege, option, or remedy, but the same shall continue in full force and effect.
14. **ALTERATIONS AND IMPROVEMENTS.** The Municipality agrees to allow County to make any alterations or improvements to the lease premises necessary to allow County to operate for its intended use with the prior written consent of the Municipality, such consent not to unreasonably withheld.
15. **SURRENDER OF POSSESSION.** The County shall, on the last day of the term, or on earlier termination and forfeiture of the Lease, peaceably and quietly surrender and deliver the demised premises to the Municipality free of sub tenancies, including all buildings, additions, and improvements constructed or placed thereon by the County, except movable trade fixtures, all in reasonably good condition and repair with regard to those portions of the premises which the County has been required to

maintain and repair. The County shall, if not in default hereunder, remove its equipment, goods, trade fixtures, and effects and those of all persons claiming by, through or under it, provided that such removal does not cause irreparable damage to the premises.

In the event that pursuant to this Agreement, the County makes any improvements to the premises then, upon the termination of this Lease, the Municipality shall reimburse the County for the prorated value (based on the remaining useful life) of the cost of improvements

16. DAMAGE OR DESTRUCTION. In the event of any damage or destruction to the leased premises not caused by the Municipality or any of its agents, servants, contractors or employees, Municipality shall not be obligated to repair or replace same or any improvements made by County, nor shall the Municipality be responsible for any costs associated therewith.

17. NOTICES. All notices to be given with respect to this Lease shall be in writing. Each notice shall be sent by registered or certified mail, postage prepaid and return receipt requested, or by overnight commercial courier service to the party to be notified at the address set forth herein or at such other address as either party may from time to time designate in writing. Notices may also be given by facsimile transmission weekdays (exclusive of County legal holidays) between the hours of 8:30 a.m. and 4:30 p.m. provided that any such transmission shall be promptly confirmed by any of the other permitted means of notice set forth above addressed to the following:

If to the County:

Chad Bruner, County Administrator
County of Gloucester
Two S. Broad Street
Woodbury, NJ 08096

With copy to:

Thomas G. Campo, County Counsel
County of Gloucester
Two S. Broad Street
Woodbury, NJ 08096

If to Borough of Newfield:

Don Sullivan, Mayor
Borough of Newfield
18 Catawba Avenue
Newfield, New Jersey 08344

With copy to the Municipality Solicitor:

John Eastlack, Esquire
Weir & Partners, LLP
215 Fries Mill Road, 2nd Floor
Turnersville, New Jersey 08012

Either party may, by notice given as described above, change its address for all subsequent notices. All notices hereunder shall be effective upon receipt or (if by other than personal delivery) first attempted delivery.

18. MAINTENANCE OF LAWNS AND SNOW REMOVAL AND FOR TRASH REMOVAL. The Municipality will be responsible for the maintenance of lawns and for snow and trash removal for any stand alone building which is the subject of this Lease Agreement. The Municipality shall provide trash pick up services at the premises.

19. DISPUTE RESOLUTION.

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

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

- B. Contract Performance Pending Mediation.** During mediation proceedings, County shall continue to perform the services described in this Agreement.

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

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

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

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

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

- D. Procedure to Request Mediation.** Either party may demand mediation by written notice to the other party. The written notice shall contain at minimum (1) a brief statement of the nature of the dispute, and (b) the name, address and the phone number of that party's designated representative for purposes of mediation.

The other party shall designate its representative for mediation in writing no later than five (5) business days after receipt of the demand for mediation.

The respective designees shall thereupon promptly, and with due regard for the need for timely action, choose a mediator. If the parties cannot agree on a mediator, they shall choose a reputable mediation firm.

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

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

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

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

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

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

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

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

20. **TOTAL AGREEMENT; APPLICABLE TO SUCCESSORS.** This Lease contains the entire agreement between the Parties and cannot be changed or terminated except by a written instrument subsequently executed by the parties hereto. This Lease and the terms and conditions hereof apply to and are binding upon the successors and assigns of both parties.

21. **APPLICABLE LAW.** This Lease shall be governed by and construed in accordance with the laws of the State of New Jersey.

22. **SEVERABILITY.** If any term or provision of this Lease shall to any extent be held to be invalid or unenforceable under the applicable law, the remaining provisions of this Lease shall not be affected thereby but shall remain in full force and effect.

23. **ASSIGNMENT.** No one party may assign this Lease without the written consent of the other, such consent not to be unreasonably withheld.

IN WITNESS HEREOF, the Municipality and County have hereunto set their hands and seals, all as of the day and year first above written.

ATTEST:

COUNTY OF GLOUCESTER

LAURIE J. BURNS, CLERK

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

BOROUGH OF NEWFIELD

TONI L. VAN CAMP, CLERK

DON SULLIVAN, MAYOR

**RESOLUTION AUTHORIZING THE PURCHASE OF ONE VEHICLE FROM
WINNER FORD FOR \$32,950.00**

WHEREAS, the Department of Emergency response has a need to purchase one 2017 Ford F150 4X4 Crew Cab, 5 ½ foot bed with options including ARE Z-Series Fiberglass Cap painted to match cab, Cargoslide 5' 5" slide out tray model C-CG1000 & Aims Power 2000 Watt Pure Sine Wave Inverter, Auxiliary Battery, Battery Box, Vent System & Smart Isolator; and

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

WHEREAS, it has been determined that the County can purchase the said communications equipment from Winner Ford for \$32,950.00; and

WHEREAS, the Treasurer of the County of Gloucester has certified the availability of funds in the amount of \$32,950.00, pursuant to C.A.F. #17-02108, which amount shall be charged against budget line item G-02-17-181-000-20610.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the County Purchasing Agent be authorized to purchase one 2017 Ford F150 4X4 Crew Cab, 5 ½ foot bed with options including ARE Z-Series Fiberglass Cap painted to match cab, Cargoslide 5' 5" slide out tray model C-CG1000 & Aims Power 2000 Watt Pure Sine Wave Inverter, Auxiliary Battery, Battery Box, Vent System & Smart Isolator, from Winner Ford for \$32,950.00, through State Contract #A88728.

ADOPTED at a regular meeting of the Gloucester County Board of Chosen Freeholders, County of Gloucester and State of New Jersey held on Wednesday, March 15, 2107 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

LAURIE J. BURNS, CLERK OF THE BOARD

**RESOLUTION AUTHORIZING A CONTRACT WITH
COMMAND COMPANY, INC. FOR \$377,700.00**

WHEREAS, the County of Gloucester (hereinafter the "County") advertised for the receipt of public bids for the project known as "Construction of the Concrete Foundation and Walls for the Clayton Facility Salt Shed," Engineering Project #16-18 (hereinafter the "Project"); and

WHEREAS, bids were publicly received and opened for the Project by the County on March 8, 2017; and

WHEREAS, after following proper public bidding procedure, it was determined that Command Company, Inc. (hereinafter "Command"), with an office address of 1318 Antwerp Avenue, Egg Harbor City, NJ 08215, was the lowest responsive and responsible bidder to complete the Project, as set forth in the specifications, for a total contract amount of \$377,700.00 and the County's Purchasing and Engineering Departments recommend award of a contract to Command for the Project; and

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

WHEREAS, the Treasurer for the County has certified the availability of funds for this contract in the amount of \$377,700.00, pursuant to CAF# 17-02021, which amount shall be charged against budget line items C-04-16-018-310-18269 (\$339,719.80) and 7-01-26-290-001-20563 (\$37,980.20).

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, a contract with Command Company, Inc. for the above-referenced Project in the amount of \$377,700.00, per the prices submitted in its bid.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, March 15, 2017, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

**LAURIE J. BURNS,
CLERK OF THE BOARD**

G1

**CONTRACT BETWEEN
COUNTY OF GLOUCESTER
AND
COMMAND COMPANY, INC.**

THIS CONTRACT is made effective this 15th day of **March 2017**, by and between the **COUNTY OF GLOUCESTER**, a body politic and corporate, with administrative offices at 2 South Broad Street, Woodbury, New Jersey 08096, hereinafter referred to as "**County**", and **COMMAND COMPANY, INC.**, a New Jersey Corporation, with offices at 1318 Antwerp Avenue, Egg Harbor City, NJ 08215, hereinafter referred to as "**Contractor**".

RECITALS

WHEREAS, there exists a need for the County to contract for all labor and materials required concerning the "Construction of the Concrete Foundation and Walls for the Clayton Facility Salt Shed," Engineering Project #16-18 (hereinafter the "Project"); and

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

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

TERMS OF AGREEMENT

1. **COMMENCEMENT OF SERVICES.** Contractor shall complete all work required for substantial completion of the Project in accordance with the bid documents.
2. **COMPENSATION.** Contractor shall be compensated in the amount of \$377,700.00 for all labor and materials required to construct the Project, as per the Specifications issued by the County identified as 16-18 (hereinafter the "Specifications"), and the unit prices set out in the Contractor's bid for the Project (hereinafter the "Bid").

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

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

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

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

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

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

The Contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality, sex, veteran status or military service. The Contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality, 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 Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

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

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

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

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

5. **LICENSING AND PERMITTING.** If the Contractor or any of its agents is required to maintain a license, or to maintain in force and effect any permits issued by any governmental or

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

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

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

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

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

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

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

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

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

7. **NO ASSIGNMENT OR SUBCONTRACT.** This Contract may not be assigned nor subcontracted by the Contractor, except as otherwise agreed in writing by both parties. Any

attempted assignment or subcontract without such written consent shall be void with respect to the County and no obligation on the County's part to the subcontractor or assignee shall arise, unless the County shall elect to accept and to consent to such assignment or subcontract.

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

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

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

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

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

period during which the County is so prevented.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

THIS CONTRACT is effective as of this **15th** day of **March 2017**.

IN WITNESS WHEREOF, the County has caused this instrument to be signed by its Director and attested by the Board Clerk pursuant to a Resolution passed for that purpose, and Contractor has caused this instrument to be signed by its properly authorized representative, witnessed and its corporate seal, if applicable, affixed the day and year first above written.

ATTEST:

COUNTY OF GLOUCESTER

**LAURIE J. BURNS,
CLERK OF THE BOARD**

**ROBERT M. DAMMINGER,
DIRECTOR**

ATTEST:

COMMAND CO., INC.

**By:
Title:**

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. 17-02021

Pg 1

**S
H
I
P
T
O**

GLOUC. CO ENGINEERING DEPT.
 1200 N. DELSEA DR. BLDG A
 CLAYTON, NJ 08312
 856-307-6600

**V
E
N
D
O
R**

VENDOR #: COMMA030

COMMAND CO., INC.
 1318 ANTWERP AVENUE
 EGG HARBOR CITY, NJ 08215

ORDER DATE: 03/08/17
 REQUISITION NO: R7-02208
 DELIVERY DATE:
 STATE CONTRACT:
 ACCOUNT NUM:

SALES TAX ID # 21-6000660

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	16-18 CONSTRUCTION CONTRACT Construction of the Concrete Foundation and walls for the Clayton Facility salt Shed	C-04-16-018-310-18269 Clayton Complex Salt Shed	339,719.8000	339,719.80
1.00	ENGINEERING PROJECT: 16-18 PASSED BY RESOLUTION: March 15, 2017 **TO BE TAKEN IN PARTIALS**	7-01-26-290-001-20563 Salt	37,980.2000	37,980.20
			TOTAL	377,700.00

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 VENDOR SIGN HERE _____ DATE _____ TAX ID NO. OR SOCIAL SECURITY NO. _____ DATE _____	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. DEPARTMENT HEAD _____ DATE _____	<p>DO NOT ACCEPT THIS ORDER UNLESS IT IS SIGNED BELOW</p> <p><i>Successh Minkew</i> _____ TREASURER / CFO</p> <p><i>[Signature]</i> _____ PURCHASING DIRECTOR</p>

MAIL VOUCHER WITH INVOICE TO THE "SHIP TO" ADDRESS
VOUCHER COPY-SIGN AT X AND RETURN FOR PAYMENT

Office of the County Engineer
County of Gloucester

Construction of the Concrete Foundation and Walls for the Clayton Facility Salt Shed

Engineering Project #16-18

Bid Date: Wednesday, March 08, 2017

Bid Time: 10:00 am

SUMMARY OF BIDS



SPECIFICATION NO. 16-18

Item No.	Description	Approx. Quantity	Unit	Price	Amount	Bidder 1 of 5	Bidder 2 of 5	Bidder 3 of 5	Bidder 4 of 5	Bidder 5 of 5
1	Mobilization	1	LS	\$17,000.00	\$17,000.00	Command Co. Inc., 1318 Antwerp Avenue, Egg Harbor City, NJ 08215 F: 609-965-0441 dougan@commandcoinc.com	Kline Construction 240 Waveland Avenue Calloway, NJ 08205 Katherine M. Kline Perate P: 609-652-3000 F: 609-652-2932 ganib@klineconst.net	A-Tech Concrete Company, Inc. 11 Taylor Road Edison, NJ 08817 Armando Amorim P: 732-248-1777 manorim@atechconcrete.net	JPC Group, Inc. 228 Blackwood-Barnsboro Road Blackwood, NJ 08012 Jim Petrongolo P: 856-232-0100 F: 856-242-1243 jimpetrongolo@jpcgroupinc.com	J. Flecher Creamer & Son, Inc. 1701 E. Linden Avenue Linden, NJ 07036 Don Smart P: 908-986-5723 F: 908-925-3330 dsmart@jfscon.com
2	Construction of the concrete foundation and walls of the Clayton Facility Salt Shed	1	LS	\$380,700.00	\$380,700.00					
				Total Bid	\$377,700.00					
				Total Bid	\$445,000.00					
				Total Bid	\$10,000.00					
				Total Bid	\$15,000.00					
				Total Bid	\$80,000.00					
				Total Bid	\$570,000.00					
				Total Bid	\$630,000.00					
				Total Bid	\$25,000.00					
				Total Bid	\$641,000.00					
				Total Bid	\$666,000.00					

3-8-17
date

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

*BID REJECTED
No apprenticeship paperwork.

*BID REJECTED
No subcontractor business registration certificate submitted.

*BID REJECTED
No subcontractor business registration certificate submitted.

E-1

**RESOLUTION AUTHORIZING THE PURCHASE OF A DEVELOPMENT
RIGHTS EASEMENT FOR FARM PROPERTY OWNED BY BEZR HOMES, LLC
FOR \$458,172.00**

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

WHEREAS, BEZR Homes, LLC, having presented itself as the owner of the land and premises located in the Township of East Greenwich (hereinafter "East Greenwich"), and known as Block 1203, Lots 3.11, 3.12, 3.13, 3.14, 3.15, 3.16, 3.17, 3.18, 3.19, 3.20, 3.21, 3.22, 3.23, 3.24, 3.26, on the Official Tax Map of the Township of East Greenwich (hereinafter collectively the "Property"), which consists of approximately 32.04 acres; and made application to the County seeking to have the County purchase development easements in the Property; and

WHEREAS, BEZR Homes, LLC, as the owner of the Property, has indicated a willingness to execute a conditional Agreement of Sale to grant to the County development easements in the Property, and to otherwise fully comply with the provisions of the Act and the Regulations which govern such an easement; and

WHEREAS, such development easements would ensure that the Property remains permanently preserved, and restricted to agriculture uses only, which has been determined to be for the public good; and

WHEREAS, the Property has been determined to qualify for the purchase of said easements under and pursuant to both the Act and Regulations, as well as the guidelines promulgated by the County as part of its Farmland Preservation Program; and

WHEREAS, the County would be providing the funds through its Farmland Preservation Program for the purchase of the said development easements in the Property in the amount of \$458,172.00 which is the total purchase price for same; and

WHEREAS, a Certificate of Availability of Funds has been issued by the County certifying that sufficient funds for this purchase of development easements has been appropriated; and

WHEREAS, the Purchasing Agent for the County has certified the availability of funds in the amount of \$458,172.00, pursuant to CAF#17-01815, which amount shall be charged against County budget line item T-03-08-509-372-20548; and

WHEREAS, the execution of a conditional Agreement of Sale by the County to purchase development easements in the Property has been determined to be in the best interests of the County, for the public good, and in furtherance of the purposes of the Act and Regulations.

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

1. The County be, and the same hereby is, authorized to acquire development easements in the farm premises owned by BEZR Homes, LLC, in the Township of East Greenwich, County of Gloucester, State of New Jersey for \$458,172.00; and
2. The conditional Agreement of Sale attached hereto, and made a part hereof, between the County and BEZR Homes, LLC, in regard to the County's purchase of development easements in the farm premises known as Block 1203, Lots 3.11, 3.12, 3.13, 3.14, 3.15, 3.16, 3.17, 3.18, 3.19, 3.20, 3.21, 3.22, 3.23, 3.24, 3.26, in the Township of East Greenwich, County of Gloucester, State of New Jersey, be, and the same hereby is, approved; and the signing of same by the Freeholder Director or his designee, and the Clerk of the Board to attest to same; and

3. The Director of the Board is hereby authorized to execute and the Clerk of the Board, to attest to any other documents necessary to complete this transaction; and

4. The appropriate County representatives, including County Counsel, and any Assistant County Counsel, be, and the same hereby are, authorized to sign any and all documents necessary to complete closing of this transaction.

ADOPTED at the regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, March 15, 2017, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

LAURIE J. BURNS, CLERK OF THE BOARD

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. 17-01815

ORDER DATE: 03/02/17
REQUISITION NO: R7-01956
DELIVERY DATE:
STATE CONTRACT:
ACCOUNT NUM:

SHIP TO	GLOUC. CO LAND PRESERVATION 1200 N. DELSEA DR. CLAYTON, NJ 08312 856-307-6451
	VENDOR #: WESTJ010 WEST JERSEY TITLE AGENCY OF SALEM COUNTY, INC 15 SOUTH MAIN STREET WOODSTOWN, NJ 08098

SALES TAX ID # 21-6000660

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	Resolution authorizing the purchase of a Development Right Easement for the farm property of BEZR Homes, LLC known as Block 1203, Lots 3.11, 3.12, 3.13, 3.14, 3.15, 3.16, 3.17, 3.18, 3.19, 3.20, 3.21, 3.22, 3.23, 3.24, 3.26. Located in the Township of East Greenwich consisting of 32.04 acres @ \$14,300.00 per acre for a total price of \$458,172.00 for farmland preservation.	T-03-08-509-372-20548 Farmland Preservation	458,172.0000	458,172.00
			TOTAL	458,172.00

CLAIMANT'S CERTIFICATION & DECLARATION

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 herein; 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.

VENDOR SIGN HERE _____ DATE _____

TAX ID NO. OR SOCIAL SECURITY NO. _____ DATE _____

MAIL VOUCHER WITH INVOICE TO THE "SHIP TO" ADDRESS

RECEIVER'S CERTIFICATION

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.

DEPARTMENT HEAD _____ DATE _____

APPROVAL TO PURCHASE

**DO NOT ACCEPT THIS ORDER
UNLESS IT IS SIGNED BELOW**

Tracy H. Hurd
TREASURER / CFO
John P. ...
PURCHASING DIRECTOR

LEGEND OF ACQUISITION

PURPORTED OWNER:

BEZR HOME, LLC C/O RON ZECK
601 UNION ROAD,
MICKLETON, NJ 08056
BEZR HOME, LLC
16122

PROJECT NAME:
FEDERICI & AKIN, PA JOB NO.

BLOCK:
LOT:

1203
3. 11 THRU 3. 24 & 3. 26
& CLEARVIEW COURT

INTEREST:
ACRES:

*Final
acres*

~~100 %~~
32.04 ACRES

SUBJECT TO:
ACRES OF EXCEPTION
ACRES IN CLEARVIEW COURT:
ACRES UNDER WATER:

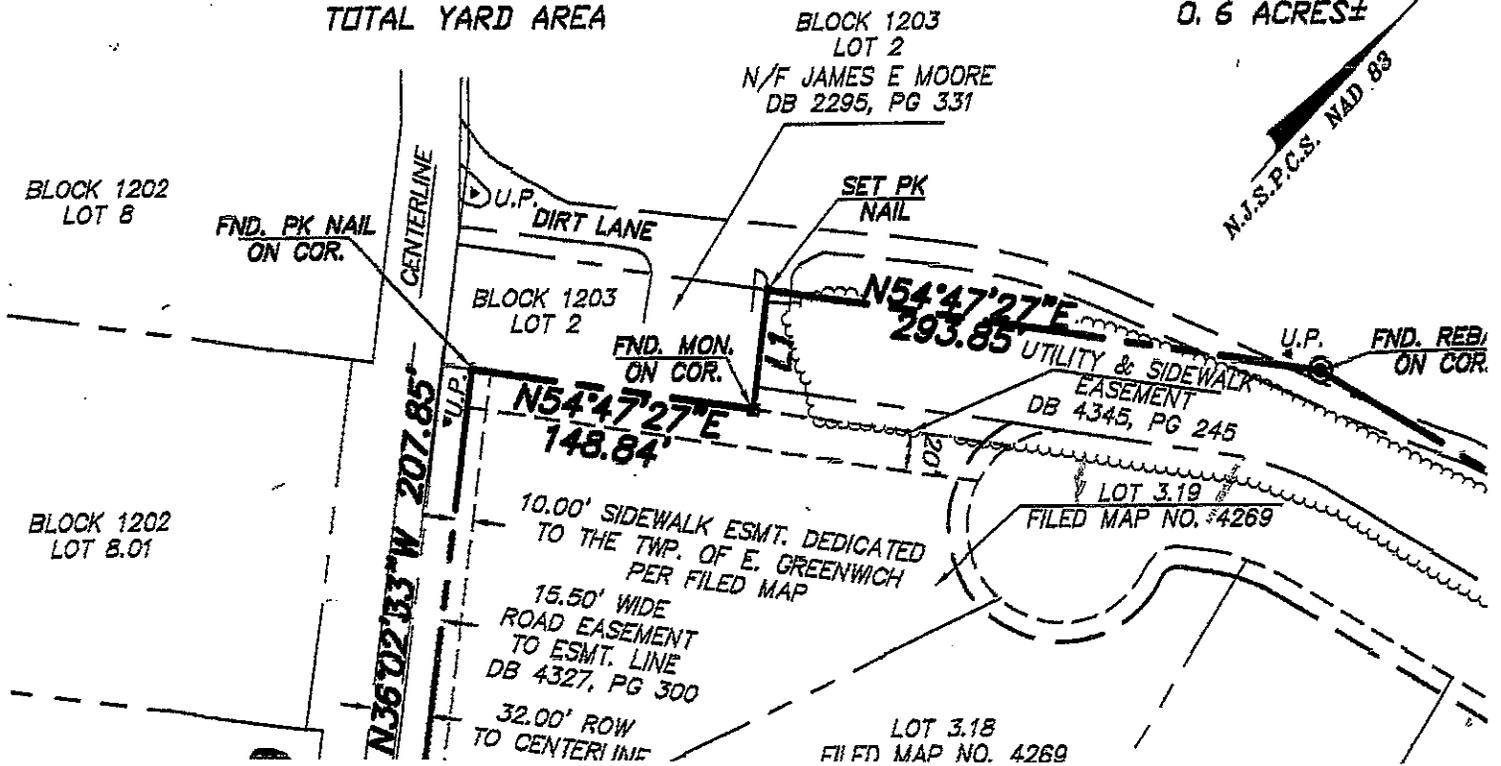
0.00 ACRES
1.90 ACRES
0.15 ACRES

MUNICIPALITY:
COUNTY:

EAST GREENWICH
GLOUCESTER COUNTY

AREA SUMMARY:

TOTAL ACRES ACQUIRING:	32.04 ACRES
TOTAL EASEMENT AREA	
LOT 3. 11 THRU 3. 24 & 3. 26 & CLEARVIEW COURT:	32.04 ACRES
TOTAL AREA IN CLEARVIEW COURT:	1.90 ACRES
TOTAL AREA NJ CLAIM:	0.00 ACRES
TOTAL AREA OVERLAP	0.00 ACRES
TOTAL AREA UNDER WATER	0.1 ACRES±
TOTAL AREA CLOUDED TITLE	0.00 ACRES
TOTAL EXCEPTION AREA	0.00 ACRES
TOTAL FARMED AREA	22.81 ACRES±
TOTAL WOODED AREA	8.5 ACRES±
TOTAL YARD AREA	0.6 ACRES±



**Certification Report
June 23, 2016
County PIG Program**

County: Gloucester **Municipality:** East Greenwich Township **08- 0188-PG**
Owner: Bezr Home, LLC c/o Ron Zeck
Farm: Bezr Home, LLC

County	Municipality	Block	Lot	County	Municipality	Block	Lot
Gloucester	East Greenwich Twp	1203	3.11	Gloucester	East Greenwich Twp	1203	3.12
Gloucester	East Greenwich Twp	1203	3.13	Gloucester	East Greenwich Twp	1203	3.14
Gloucester	East Greenwich Twp	1203	3.15	Gloucester	East Greenwich Twp	1203	3.16
Gloucester	East Greenwich Twp	1203	3.17	Gloucester	East Greenwich Twp	1203	3.18
Gloucester	East Greenwich Twp	1203	3.19	Gloucester	East Greenwich Twp	1203	3.20
Gloucester	East Greenwich Twp	1203	3.21	Gloucester	East Greenwich Twp	1203	3.22
Gloucester	East Greenwich Twp	1203	3.23	Gloucester	East Greenwich Twp	1203	3.24
Gloucester	East Greenwich Twp	1203	3.26	Gloucester	East Greenwich Twp	1203	ROW

Acreeage in Application: 32

Residential Opportunities/Exceptions:

0 RDSO - _____

0 Existing Dwellings _____

0 Severable Exceptions _____

0 NonSeverable Exceptions- _____

Value Conclusions - Current Zoning and Environmental regulations

Per-acre

Appraiser	Date	Before	After	Easement
Bartelt	2/4/16	\$17,500	\$3,200	\$14,300
Frankenfield	2/6/16	\$16,500	\$3,000	\$13,500
Stuart	2/6/16	\$17,500	\$3,200	\$14,300

Total Value

Appraiser	Date	Before	After	Easement
Bartelt	2/4/16	\$560,000	\$102,400	\$457,600
Frankenfield	2/6/16	\$528,000	\$96,000	\$432,000
Stuart	2/6/16	\$560,000	\$102,400	\$457,600

Explanation of Differences from 1/1/04 conditions: N/A

*Certified
Value*

E-1

CONTRACT TO SELL DEVELOPMENT EASEMENT

BEZR HOMES, LLC

TO

THE COUNTY OF GLOUCESTER

TABLE OF CONTENTS

	<u>Page</u>	
1.0.	Definitions	6
2.0.	Buyer's and Seller's Commitments	7
2.1.	Form of Deed	7
2.2.	Documents Required for Sale from Seller ...	8
2.2.1.	Buyer's Documents Required for Sale.....	8
2.3.	Seller's Conditional	8
2.4.	Like Kind Exchange	8
2.5.	Like Kind Exchange Election	9
2.6.	Seller's Costs to Perform.....	9
2.7.	Notice of County Disclaimer of Responsibility and Liability.....	9
2.7.1.	No Assurances as to Tax Consequences	9
2.7.2.	No Reliance on Buyer	9
2.8.	Seller's Title and Right of Access.....	10
2.8.1.	Subordination of Claims	10
2.9.	Seller's Covenants as to Use.....	11
2.10.	Seller's Actions Prior to Closing	11
2.11.	Seller's Commitment to Cooperate	11
2.12.	Assignment of Right of Offer to Sell	11
2.13.	Hazardous Substances on the Property	12
2.13.1.	Industrial Site Recovery Act/Environmental Cleanup Responsibility Act	12
2.14.	Septic system Use	13
2.15.	Condemnation Proceedings	13
2.16.	Exclusive Agreement.....	13
2.17.	No Litigation or Violations Pending	13
3.0.	Compensation to Seller.....	13
3.1.	Computation of Purchase Price.....	13
3.2.	Payment of Purchase Price.....	14
3.3.	Easement Effective at Closing	14
4.0.	Title Insurance	15
4.1.	Evidence of Seller's Title	15
4.2.	Actions Necessary to Prove Seller's Title	15
4.3.	Extension of Commitment Period	15
4.4.	Encumbrances on Title/Property's Size.....	15
4.5.	Seller's Performance Required Notwithstanding Title Dispute	15
5.0.	Survey of Property	16
6.0.	Inspections of the Property	16
7.0.	Risk of Loss	16
7.1	Conditions of the Property.....	16
8.0.	Indemnification of Buyer for Hazardous Condition of the Property.....	17

	<u>Page</u>
8.1.	Indemnification of Buyer for Use of the Property 17
8.2.	Indemnification of Seller..... 17
9.0.	Reduction of Property's Value 17
10.0.	Use of Property After Sale 18
10.1.	No Relief from Restrictions 18
11.	Default by Seller 18
12.	Buyer's Rights on Seller's Default..... 19
13.	Enforcement of Agreement and Easement..... 20
14.	Assignment of Agreement/Transfer of Property 20
15.	Review of Agreement by Seller's Attorney 20
16.	Complete Agreement 20
17.	Location of Closing..... 20
18.	Time for Closing..... 20
18.1.	Delay in Closing by Seller..... 21
19.	No Collusion 21
20.	Notices..... 21
21.	Survivability of Covenants 21
22.	Waiver of Breach..... 21
23.	Governing Law..... 21
24.	Persons Bound..... 22
25.	Seller Entity..... 22
26.	Counterparts 22
27.	Captions 22
28.	Number and Gender 22

CONTRACT TO SELL DEVELOPMENT EASEMENTS

Transaction Summary

SELLER: **BEZR Homes, LLC**, having an address of 33 East Rattling Run Road, Mickleton, NJ, 08056, (hereinafter referred to as the "Seller")

BUYER: **THE COUNTY OF GLOUCESTER**, with administrative offices at 2 South Broad Street, Woodbury, New Jersey 08096 (hereinafter "Buyer")

PROPERTY: Lots 3.11, 3.12, 3.13, 3.14, 3.15, 3.16, 3.17, 3.18, 3.19, 3.20, 3.21, 3.22, 3.23, 3.24, 3.26, Block 1203, in the Township of East Greenwich, County of Gloucester, and State of New Jersey (hereinafter collectively the "Property")

END OF COMMITMENT PERIOD: At Closing.

PRICE PER ACRE: \$ 14,300.00 ASSUMED ACREAGE: Approximately 32.04 acres

ESTIMATED GROSS SALES PRICE: \$458,172.00

OF RESIDENTIAL DWELLING SITE OPPORTUNITIES: **NONE**

OF EXCEPTION AREAS: **NONE**

ATTACHMENTS TO CONTRACT: A - Deed of Easement - **yes**
B - Conditions on Excepted Land - **no**
C - Fuel Tank Disclosure - **yes**

WITNESSETH:

WHEREAS, Buyer is a body politic and corporate of the State of New Jersey which believes that the permanent preservation of lands devoted to agricultural use is in the public interest and benefits the citizens of Gloucester County and that the purchase of development rights to accomplish the preservation of said land is a worthwhile and prudent expenditure of public funds; and

WHEREAS, Buyer has promoted and funded the Gloucester County Farmland Preservation Program (hereinafter, the "Program"), which program makes monies available for the purchase of development rights and credits to properties in agricultural use in order to permanently restrict said properties to such use; and

WHEREAS, Seller has represented that it is the exclusive owner of the real property described in the Transaction Summary; and

WHEREAS, Seller is committed to the continued agricultural use of the Property and wishes to permanently preserve and restrict the Property to agricultural use for itself and Seller's heirs, executors, administrators, successors and assigns and for the public good; and

WHEREAS, Seller has applied to the Gloucester County Agriculture Development Board ("GCADB") to participate in the Program through the sale of the development rights to the Buyer; and

WHEREAS, Buyer may elect to accomplish this purchase in a manner that will give Buyer the opportunity to apply to the State Agriculture Development Committee (hereinafter, the "SADC") pursuant to the Agriculture Retention and Development Act, N.J.S.A. 4:1C-11 et seq. (hereinafter, the "Act") and the regulations adopted pursuant thereto or other State or other funding source in order to either secure supplemental funds to make this purchase or to recover a portion of the cost of this purchase; and

WHEREAS, Buyer has offered to purchase the development rights and credits and a development easement from the Property from Seller on certain conditions and Seller, by execution hereof, has accepted Buyer's offer; and

WHEREAS, Seller and Buyer wish to permanently preserve and

restrict the Property to agricultural use for and in consideration of payment to be made by the Buyer in accordance with the terms and conditions stated in this agreement, each agreeing that said permanent preservation shall occur and be effective upon Seller's execution of a deed of easement conveying the nonagricultural development rights and credits to the Property and a development easement to the Buyer;

NOW, THEREFORE, in consideration of the foregoing and of the benefits accruing to each, the parties agree to the following:

1.0. Definitions.

"Agricultural use" means the use of land for common farmsite activities including, but not limited to, production, harvesting, storage, grading, packaging, processing and the wholesale and retail marketing of crops, plants, animals and other related commodities and the use and application of techniques and methods of soil preparation and management, fertilization, weed, disease and pest control, disposal of farm waste, irrigation, drainage and water management and grazing and related activities.

"Application processing costs" means the costs incurred by Buyer in processing Seller's Application and Offer to Sell a Development Easement. Said costs include the cost of obtaining appraisals, a survey, title work and obtaining a letter of nonapplicability pursuant to the Industrial Site Recovery Act or Environmental Clean-up Responsibility Act.

"Assumed Gross Acreage" means the size of the Property, in acres, as reported to the Buyer by Seller in Seller's Application or as otherwise reported in the official tax map.

"Closing" means the date on which all conditions to the making of this purchase by Buyer have been satisfied; the Seller delivers the Deed to Buyer and buyer delivers the consideration to Seller.

"Commitment Period" means the period of time starting on the Effective Date and ending on the date stated in the Transaction Summary.

"Consideration" means the sum that is due to Seller as payment for Seller's execution and delivery of a Deed of Easement.

"Development Credit" means an instrument of development potential representative of the number of dwelling units or other

designated development opportunities attributed or which might be attributed, currently or in the future, to the Property by a transfer-of-development-rights ordinance.

"Development Easement" means an interest in land, less than fee simple absolute title thereto, allowing the owner to develop land for any nonagricultural purposes allowed by law.

"Development Rights" means the right to develop the Property in any way other than in accordance with the Deed of Easement to be executed by Seller.

"Effective Date" of this agreement shall be the sixth (6th) day following the day that both parties have executed this agreement.

"Hazardous Substance" means any substance, chemical or waste that is listed as hazardous, toxic or dangerous under any Federal or New Jersey law or regulation.

"IRS" means the Internal Revenue Service.

"Like-Kind Exchange" means a transaction structured with the intention of satisfying the conditions and requirements of section 1031(a)(1) of the Internal Revenue Code and the rules and regulations applicable thereto.

"Non-County Funds" means monies from any of the following: (a) the Municipality in which the Property is located; (b) the SADC; (c) the State Transfer of Development Rights Bank; or, (d) any other public or private entity which provides funds for the purpose of preserving agricultural lands.

"Nonagricultural Development Rights": See Definition for Development Rights above.

2.0. BUYER'S AND SELLER'S COMMITMENTS. In accordance and compliance with the terms and conditions of this agreement, Seller agrees to sell and Buyer agrees to buy the Nonagricultural Development Rights and Development Credits appurtenant to the Property and a Development Easement in the Property. Seller agrees to execute a Deed of Easement making said conveyance to Buyer. Seller's commitment to sell and Buyer's commitment to purchase shall expire at the end of the Commitment Period, unless the parties agree otherwise.

2.1 FORM OF DEED. Attachment A hereto is the Deed of Easement

form currently required to be used by the SADC. Seller agrees to sign a Deed of Easement containing the terms, conditions and restrictions which are contained in Attachment A, or such other modified Deed of Easement form that may be required by a provider of Non-County Funds which (a) has committed to provide all or a portion of monies to be paid to Seller hereunder or (b) is a potential source of reimbursement of funds expended by Buyer to make this purchase. Seller shall not be required to sign an easement document which contains restrictions on use of the Property that are materially and substantially more burdensome than those contained in Attachment A.

2.2. DOCUMENTS REQUIRED FOR SALE FROM SELLER. At or prior to closing, Seller shall deliver a Deed of Easement, affidavits of title acceptable to County Counsel, and any other documentation required by Buyer, a Buyers title insurer. If Seller is a corporation or partnership, Seller shall provide appropriate resolutions or other documents authorizing this sale and execution of the Deed of Easement, and all appropriate documents by proper corporate officers or partners. Seller shall also deliver an incumbency certificate for the officer(s) signing the Deed; and all corporate or partnership documents that may be required by Buyer's title company. On delivery of this agreement, Seller shall also provide copies of Seller's formation documents, and reasonably satisfactory evidence that Seller has been duly organized and is validly subsisting.

2.2.1 DOCUMENTS REQUIRED FOR SALE FROM BUYER. At or prior to closing, Buyer shall deliver the following to Seller:

(a) The County's Resolution authorizing the purchase hereunder.

2.3. SELLER'S CONDITIONAL. During the Commitment Period Seller shall be entitled to rescind, cancel or terminate this Agreement. Subject to paragraph 4.2, and any other term or condition of this agreement, the Seller shall have the right to terminate this agreement if Buyer fails to close on or before the last day of the Commitment Period and such failure is not attributable to conduct of the Seller. If Seller elects to terminate, this agreement shall be null and void and the parties shall have no further rights or obligations hereunder.

2.4. LIKE KIND EXCHANGE. Seller may elect to accomplish this sale as part of a like-kind exchange transaction. Seller shall be solely responsible for selecting the exchange property and negotiating its purchase as well as for the preparation of all

documents, forms and filings with respect to accomplishing such a transaction. Such an election shall not relieve or modify Seller's responsibility to perform pursuant to this agreement. The foregoing notwithstanding, nothing shall obligate Buyer to participate in a proposed like-kind exchange if any of the Buyer's advisors (attorneys, bond counsel, auditors or accountants) counsel against Buyer's participation.

2.5. LIKE KIND EXCHANGE ELECTION. The Seller shall have sixty (60) days from the Effective Date of this agreement to investigate its interest in consummating this sale as part of a like-kind exchange. In the event that Seller fails to advise Buyer in writing by said date of Seller's desire the sales price shall be paid in accordance with the Buyer's policy concerning payment for farmland easement purchases. Seller shall also be obligated to report on the Property that Seller has identified for a like-kind exchange transaction within this said period.

2.6. SELLER'S COSTS TO PERFORM. Seller shall be responsible for retaining and compensating Seller's own expert advisors (including, but not limited to, attorneys, accountants and tax advisors) with respect to all matters pertaining to this transaction. Seller shall provide Buyer with the name, address and telephone number of each of Seller's advisors.

2.7. NOTICE OF BUYER DISCLAIMER OF RESPONSIBILITY AND LIABILITY. In paragraphs 2.7.1 and 2.7.2 Buyer is placing full responsibility on Seller to learn about and understand the tax consequences of this sale transaction. Seller is required to rely exclusively on Seller's advisers. Seller is not entitled to rely on the statements or opinions of Buyer, or Buyer's representatives.

2.7.1. NO ASSURANCES AS TO TAX CONSEQUENCES. Regardless of any statements or representations made by Buyer, or by representatives or consultants or contractors of Buyer, whether contemporaneous with or prior or subsequent to the parties' execution of this agreement, Buyer makes no assurances, promises or representations that the Internal Revenue Service, the State of New Jersey or any other agency or entity having the right or power to review the tax consequences of the sale contemplated by this agreement will consider and approve, acknowledge or accept the sale by Seller pursuant to this agreement as a transaction which entitles Seller to defer capital gains taxes or other taxes which might be due as a result of the sale contemplated herein.

2.7.2. NO RELIANCE ON BUYER. Seller shall not be entitled to

rely on the opinions of Buyer, its staff, agents or employees or Buyer's advisors -- including Buyer's tax, legal and financial consultants -- with respect to any potential benefits that Seller might realize as a result of this transaction or as a result of Buyer's payment of the purchase price (or any part thereof) on an installment basis. Seller hereby acknowledges and agrees that Seller and Seller's successors, administrators, personal and legal representatives and assigns shall have no claim against the Buyer, its officers, agents, servants and contractors for any damages or otherwise in the event that the tax consequences of this transaction are not as Seller expects.

2.8. SELLER'S TITLE AND RIGHT OF ACCESS. Responsibility for establishing Seller's title to the Property and Seller's legal right to access to it from a public road, including resolving any issues to Buyer's satisfaction, shall be Seller's. At closing Seller's title shall be marketable and insurable by the title insurance firm of Buyer's choice and Seller's right of access to the Property shall be established to the satisfaction of Buyer's legal counsel. A marketable title is one which is insurable by any title company authorized to do business in the State of New Jersey at regular rates.

If a defect in title is found in any portion of the Property, Seller shall make a good faith effort to resolve the defect. If the defect cannot be resolved, Buyer has the right to not accept that portion of the Property that cannot be delivered with good and marketable title. If Buyer does not accept any portion of the Property due to a defect in title, Seller will not be responsible for any costs associated with that portion of the Property.

2.8.1. SUBORDINATION OF CLAIMS. Unless the Transaction Summary in this agreement provides that a portion of the sales price is to be applied for the payment of encumbrances on, or claims against, the Property or Seller, Buyer shall not be required to pay more at closing than is reported in the said Transaction Summary. In the event there are any outstanding mortgage liens, tax obligations or any other encumbrances or claims against the Property or which might be asserted against the Property which will not be cancelled at or prior to closing, Buyer's performance pursuant to this agreement shall be contingent on the consent of all mortgagees and all other claimants against the Property to subordinate their claims to the Deed of Easement to be executed by Seller. The subordination shall be acceptable in all respects to Buyer, and to any provider of non-County funds.

2.9. SELLER'S COVENANTS AS TO USE. Seller's execution of this agreement shall constitute a certification and covenant to Buyer that no use of or on the Property that is not "agricultural" as defined in paragraph 1.0 has commenced since the time that Seller filed the application to sell a development easement to the Buyer. Seller further covenants, warrants and agrees that no new use of the Property that is not within the meaning of an "agricultural use" as defined in paragraph 1.0 shall be commenced.

2.10. SELLER'S ACTIONS PRIOR TO CLOSING. Seller promises, covenants and agrees to take no action with respect to the Property that is detrimental to the Property's ability or capability of being put to agricultural use -- including, but not limited to, removing soil, rocks or any other earthen materials from the Property or allowing regulated wetlands conditions to develop -- unless the practice is a component of a soil conservation plan approved by the Natural Resource Conservation Service ("NRCS").

2.11. SELLER'S COMMITMENT TO COOPERATE. Seller promises, covenants and agrees to cooperate with Buyer and the Provider of non-County funds in processing, reviewing and considering all matters pertaining to the Buyer's application, regardless of whether the Provider of non-County funds is solicited by the Buyer prior or subsequent to purchasing an easement from Seller pursuant to this agreement. Seller agrees to sign such documents or forms which may be reasonably required by Buyer, and to provide access to the Property for inspection in order for Buyer to qualify for such funds. The commitment in this paragraph shall survive closing.

2.12. ASSIGNMENT OF RIGHT OF OFFER TO SELL. Seller acknowledges that a Provider of Non-County funds may require that the owner of Property interested in selling the development rights for the purpose of farmland preservation make an offer to sell said rights for a specified per-acre amount. Seller hereby agrees that until such time as Seller conveys an easement to Buyer pursuant to this agreement Buyer, as contract purchaser, shall have the right to make the offer to sell the development rights to the Property to the provider of said funds and Seller hereby assigns said right to Buyer. Seller further agrees to cooperate with Buyer in satisfying requirements of said provider for offers of sale. The amount offered by Buyer to sell shall have no effect on the purchase price to be paid pursuant to this agreement.

2.13. HAZARDOUS SUBSTANCES ON THE PROPERTY. By execution of this agreement, Seller certifies and warrants to Buyer the following:

- a. Seller has no knowledge that the Property was ever used for the manufacture, refining, transportation, treatment, storage, handling or disposing of hazardous substances or toxic wastes of any nature other than in connection with use that was in accordance with commonly accepted agricultural practices.
- b. Seller has not placed any hazardous waste or hazardous substances on or under the Property, except in accordance with commonly accepted agricultural practices.
- c. Seller has no knowledge that hazardous substances were ever spilled on or buried in the Property.
- d. To Seller's knowledge there is neither an operating nor a closed landfill on the Property.
- e. To Seller's knowledge there are no hazardous waste or hazardous substances on or under the Property other than that used in connection with agricultural use of the Property in accordance with commonly accepted agricultural practices.
- f. Only those tanks described on Attachment C hereto are located on the Property.
- g. To the best of Seller's knowledge, none of the tanks containing fuel or hazardous substance on the Property are leaking and all comply with current governmental regulations pertaining thereto.

Any exception(s) to the foregoing certifications shall be declared in writing by Seller, which document shall be attached to and incorporated in this agreement.

2.13.1. INDUSTRIAL SITE RECOVERY ACT/ENVIRONMENTAL CLEANUP RESPONSIBILITY ACT. Unless Buyer waives the requirement, this agreement is contingent upon Buyer's receipt of a letter of nonapplicability from the New Jersey Department of Environmental Protection ("DEP") stating that the Property is not subject to the Industrial Site Recovery Act, N.J.S.A. 13:1K-6 et seq. Seller agrees to cooperate in Buyer's application to the DEP. Buyer shall be responsible for the cost of said application.

2.14. SEPTIC SYSTEM USE. In the event that the Property is serviced by a septic system, Seller hereby promises, certifies, represents and warrants that only structures located on the Property are connected to or utilize the system.

2.15. CONDEMNATION PROCEEDINGS. Seller affirms and declares that no entity having the right to institute condemnation proceedings has done so as to all or any portion of the Property.

2.16. EXCLUSIVE AGREEMENT. Seller affirms and certifies that no other agreement to sell all or any part of the Property or any interest in the Property to any other person, whether oral or written, has been made or executed and Seller has given no person an option to purchase all or any part of the Property or any interest in the Property.

2.17. NO LITIGATION OR VIOLATIONS PENDING. Seller hereby warrants and certifies that there are no judgments or proceedings pending in any court or before any governmental or regulatory board or agency which affect or may affect the Property. Seller further warrants and certifies that Seller has received no notice of violation of any statute, ordinance, rule, regulation or insurance requirement which has not been corrected, and Seller has no knowledge of any such violation.

3.0. COMPENSATION TO SELLER. In consideration of Seller's execution and delivery of a Deed of Easement conveying the Nonagricultural Development Rights and Development Credits and an easement to the Buyer, and execution and delivery of such other documents as Buyer deems necessary, Buyer shall pay Seller the per-acre amount stated in the Transaction Summary of this agreement. The estimated sales price stated in the Transaction Summary is based on the assumption that the Property to be subject to the easement is the size stated thereon. The actual amount of the purchase price shall be computed on the actual acreage determined by a survey of the Property obtained by the Buyer (see paragraph 5.0), subject to deductions and adjustments described in paragraph 3.1.

3.1. COMPUTATION OF PURCHASE PRICE. Computation of the payment to be made to Seller pursuant to paragraph 3.0 shall take into account any Residential Dwelling Site Opportunities ("RDSO") or Land Exceptions stated in the Transaction Summary. For purposes of computing the sum payable to Seller the number which is four times the per-acre value shall be deducted from the sum otherwise due Seller for each RDSO. The deduction for excepted acreage

shall be the number which is the per-acre value attributed to the acreage of the land to be excepted.

In addition, computation of the sum payable shall be subject to the following terms and conditions:

a. The acreage which will be restricted by the Deed of Easement shall not include acreage for (i) rights-of-way (or provision for constructing, widening or improving rights-of-way) along any Federal, State, County or Municipal roads which abut the Property; (ii) facilities for the drainage of storm, ground or surface waters or improvements thereto required for the safety of the roads which abut the Property, as determined by the Buyer; (iii) improvements to road intersections which Buyer, the State or Municipality has identified as necessary and (iv) potential improvements to bridges or dams which abut the Property.

b. Computation of the amount payable shall not include acreage attributable to water bodies which are on the Property, or along a Property boundary.

c. The acreage on which payment will be based shall not include acreage of any portion of the Property which the Buyer's title insurer is unwilling to insure.

d. Buyer may elect to exclude from the acreage amount any or all portions of the Property to which Seller is unable to establish a legal right of access to the Buyer's satisfaction.

3.2. PAYMENT OF PURCHASE PRICE. Buyer shall pay the Purchase Price in accordance with the following:

a. The Seller shall be entitled to payment of the amount stated in the Transaction Summary of this agreement at closing, subject to any deductions and adjustments as provided in this agreement.

3.3. EASEMENT EFFECTIVE AT CLOSING. All restrictions on use of the Property imposed by the Deed of Easement shall be effective on closing. Seller and all persons who succeed to Seller's interest in the Property shall be obligated to comply with all terms and conditions of the Deed of Easement.

4.0. TITLE INSURANCE. The Buyer agrees to be responsible for the cost to insure Buyer's interest in the Property. Seller agrees to cooperate with the Buyer's title company and insurer, and to execute such documents as may be required to confirm Seller's title. The agreement of Buyer's title company to insure Buyer's interest in the Property shall be a precondition to closing.

4.1. EVIDENCE OF SELLER'S TITLE. Seller shall use its best efforts to provide Buyer with copies of any documents which evidence or confirm Seller's title to the Property which include, but are not limited to, copies of "marked up" title commitments and policies of title insurance. Said documents shall be provided within ten (10) days of the Effective Date of this agreement.

4.2. ACTIONS NECESSARY TO PROVE SELLER'S TITLE. The parties agree that Buyer has no responsibility whatsoever in taking any action needed to confirm or establish Seller's title. Buyer's title company shall not be liable for researching Seller's title beyond sixty (60) years prior to the current year. If Buyer's title company is unwilling to insure title to all or any portion of the Property on the basis of such a search, responsibility for establishing Seller's good title, and the costs incurred to do so, shall be on Seller.

4.3. EXTENSION OF COMMITMENT PERIOD. Seller and Buyer agree that the Commitment Period defined in the Transaction Summary of this agreement shall be extended for up to forty five (45) days if Buyer's title company encounters difficulty in confirming Seller's title to all or any portion of the Property.

4.4. ENCUMBRANCES ON TITLE/PROPERTY'S SIZE. The Buyer's offer to buy is made on the basis of its knowledge about the Property at the time this agreement is executed, including that the Property is the Assumed Acreage in size. The Buyer shall have the right to cancel this agreement, or to issue a new offer, in the event that the Property's size is not at least ninety percent (90%) of the Assumed Acreage, or is in some way significantly different from what was appraised, or if Seller's title is subject to restrictions on use, or to an easement which Buyer believes impacts on the value of the Property's development rights, or on the public need to make this purchase.

4.5. SELLER'S PERFORMANCE REQUIRED NOTWITHSTANDING TITLE DISPUTE. Seller shall not be relieved from performance notwithstanding Seller's dispute with the determination of Buyer's title company and/or surveyor about the size of the Property owned by Seller.

Buyer may elect, but is not required, to (a) extend the time for closing if Seller desires to establish Seller's good title to such portion of the Property deemed not insurable by the Buyer's title company or (b) complete the purchase for that portion of the Property that has been determined by Buyer's title company to be insurable at regular rates.

5.0. SURVEY OF PROPERTY. Seller agrees that as a condition to making this purchase, Buyer shall be entitled to obtain a survey of the Property by the surveyor of Buyer's choice, and at Buyer's expense. Seller agrees to cooperate with the surveyor in all respects. Execution of this agreement shall constitute Seller's authorization to Buyer's surveyors to enter upon the Property as necessary to complete the survey. Seller shall not be relieved from performance notwithstanding Seller's dispute with the determination of Buyer's surveyor about the boundaries of the Property. Seller shall be responsible for providing Buyer with a copy of any survey of the Property in Seller's possession within ten (10) days of the Effective Date.

6.0. INSPECTIONS OF THE PROPERTY. Representatives of the Buyer, the County of Gloucester, the GCADS, or the SADC, shall have the right to inspect the Property at any time prior to closing. In addition, Representatives of the Buyer, the County of Gloucester, the GCADB, or the SADC shall have the right to inspect the Property following Seller's execution of the Deed of Easement for the purpose of verifying that Seller is not in violation of any of the terms and conditions of this agreement or of the Deed of Easement. Absent special need therefor, all inspections shall be conducted during daylight hours and on twenty four (24) hours' advance notice to Seller.

7.0. RISK OF LOSS. Risk of loss or damage to the Property by fire or other cause prior to closing shall be and is assumed by the Seller. At its sole discretion the Buyer may elect to cancel this agreement or limit the area of the Property subject to this agreement in the event that the Property is substantially damaged or the potential for agricultural use of the Property is substantially impaired as a result of any occurrence between the date of this agreement and closing. Seller is required to advise the Buyer of any occurrence which results in loss of or damage to the Property or the impairment of the Property's availability or usability for agricultural purposes.

7.1. CONDITION OF THE PROPERTY. Seller hereby represents, warrants and certifies to Buyer that the Property is substantially and materially in the condition it was when Seller

applied to the Program, and that Seller knows of no existing circumstance or condition which may impair agricultural use of the Property following closing.

8.0. INDEMNIFICATION OF BUYER FOR HAZARDOUS CONDITION OF THE PROPERTY. Seller hereby indemnifies and holds Buyer harmless from and against any and all claims which may be made by any parties that are involved in this transaction, judgments awarded, penalties assessed or orders entered, which now exist or which may subsequently exist of or pertaining to the discharge of hazardous substances from or onto the Property which discharges were determined to have occurred during Seller's period of ownership. Buyer's acceptance of a Deed of Easement from Seller conveying to Buyer the Nonagricultural Development Rights and Credits and an easement to the Property and Buyer's payment to Seller therefor shall not constitute nor be deemed to be an assumption of liability for any hazardous substances on or discharges from the Property, regardless of whether said discharge occurred or occurs prior or subsequent to closing.

8.1. INDEMNIFICATION OF BUYER FOR USE OF THE PROPERTY. Seller hereby indemnifies and holds Buyer harmless from and against any and all claims which may be made, judgments awarded, penalties assessed or orders entered pertaining to (a) Seller's failure to comply with the terms and conditions of the Deed of Easement or (b) Seller's use of the Property in accordance with the Deed of Easement. Buyer's acceptance of the Deed of Easement shall not constitute an assumption of liability or responsibility for any damages or losses sustained by any person or entity as a result of Seller's use of the Property -- whether or not in conformity with the Deed of Easement.

8.2. INDEMNIFICATION OF SELLER. Buyer agrees to indemnify and hold Seller harmless against any and all claims, demands, damages, costs and expenses, including reasonable attorney's fees, for the defense of such claims and demands arising from the conduct of Buyer, its agents, employees, invitees, or licensees in connection with any of their activities in or about the Property. Seller shall promptly notify Buyer of the commencement of any claim, demand, action or proceeding.

9.0 REDUCTION OF PROPERTY'S VALUE. Seller acknowledges Seller's understanding that execution of the Deed of Easement and conveyance of the Property's nonagricultural Development Rights and Credits and an easement to Buyer may reduce the value of the Property. Seller agrees that acceptance of Buyer's payment to it, computed in accordance with paragraphs 3 and 3.1, shall

constitute full and complete consideration for Seller's execution of the Deed of Easement. Seller acknowledges and agrees that Seller shall have no further claim for compensation for any loss in value of the Property that may occur subsequent to closing which may be attributable to this sale.

10.0. USE OF PROPERTY AFTER SALE. Neither Buyer nor Seller makes any warranty to the other that economic market conditions will continue to make agricultural use of the Property a viable or profitable choice. Seller understands, acknowledges and agrees that Seller's sale of the Property's Nonagricultural Development Rights and Credits and an easement to Buyer shall permanently and forever restrict the Property to agricultural use regardless of whether Seller or any other person is subsequently able to make profitable use of the Property so restricted and that Seller shall have no claim for additional compensation from Buyer notwithstanding any inability to put or retain the Property for agricultural use.

10.1. NO RELIEF FROM RESTRICTIONS. No law, rule or regulation, whether Federal, State or local, shall relieve Seller or Seller's successors, heirs, assigns, personal or legal representatives or subsequent owners of the Property of the restrictions on the Property imposed by the Deed of Easement, provided however that nothing contained herein shall require the Buyer, their heirs and assigns to actively engage in agricultural use of the Property.

11. DEFAULT BY SELLER. Violation of any term or condition of this agreement by Seller shall constitute a default. "Default" includes, but is not limited to, the following actions by Seller:

(a) Seller advises Buyer that Seller does not intend to sell the Property's Nonagricultural Development Rights, Credits and an easement to Buyer.

(b) Seller violates or fails to comply with any material term of this agreement and fails to cure said default within five (5) days of the date of Buyer's demand upon Seller to do so. If Seller asserts that more than five (5) days are needed to cure a default, Seller shall so advise Buyer in writing and request such additional period as Seller believes necessary. Buyer shall agree to said additional period if the period to cure proposed by Seller is objectively reasonable; in no case, however, shall Seller be relieved from performance pursuant to this agreement if the period to cure extends beyond the Commitment

Period.

(c) Seller fails to execute and deliver a Deed of Easement and all required supporting documentation on the date of closing scheduled in accordance with the terms of this agreement. Supporting documentation includes, but is not limited to, affidavit(s) of title acceptable to Buyer, and mortgage subordination agreements.

(d) Seller or any person acting on Seller's behalf has made a misrepresentation of material fact in the application or in or through any other written or oral communication with Buyer concerning the Property.

(e) Seller commences a nonagricultural use on the Property.

(f) Seller fails to cooperate with Buyer, Buyer's title company, surveyor or Provider or potential provider of non-County funds in accomplishing this sale transaction.

12. BUYER'S RIGHTS ON SELLER'S DEFAULT. In the event that Seller defaults in any term, covenant, requirement or condition of this agreement, Buyer shall have the right to declare Seller in default, and take any of the following actions:

- a. sue for specific performance;
- b. cancel the agreement;
- c. require the Seller to pay Buyer all of the Application Processing Costs it has incurred after the date of this Agreement;
- d. require that Seller restore the Property to the condition it was in prior to the time that nonagricultural use activity commenced subsequent to the submissions of the Seller's application;
- e. reduce the amount payable pursuant to paragraph 3.0 by four times the easement value for each day and for each acre or part of any acre that soil or other earthen material is removed from the Property in violation of paragraph 2.11; and

f. require Seller to replace soil removed from the Property in violation of paragraph 2.11 with topsoil approved as to quality by the NRCS.

13. ENFORCEMENT OF AGREEMENT AND EASEMENT. Buyer and Seller shall each have the right to enforce the terms of this agreement and the restrictions to be imposed on the Property contemplated by this agreement by any lawful means available. The parties hereby agree and consent to the jurisdiction of the Superior Court of New Jersey, Gloucester County vicinage, in any action brought by Buyer or Seller to enforce the terms of this agreement or the terms and conditions of the Deed of Easement.

14. ASSIGNMENT OF AGREEMENT/TRANSFER OF PROPERTY. Seller may not sell, transfer or convey the Property, in whole or in part, to any person unless the purchaser, transferee or assignee agrees to comply with and perform in accordance with the terms of this agreement. Seller shall be responsible for providing a writing acceptable to Buyer in which Seller's transferee or assignee agrees to comply with and be bound by the terms of this agreement. Seller may not assign this agreement without the approval of the Buyer, which approval shall not be unreasonably withheld.

15. REVIEW OF AGREEMENT BY SELLER'S ATTORNEY. Seller may submit this agreement to an attorney for review. In the event that Seller fails to submit this agreement to an attorney for review, or if Seller's attorney neither disapproves nor requests modification to this agreement within five (5) business days of Seller's execution hereof, Seller shall be bound hereby. Seller shall be responsible for the cost of any attorney retained to represent or counsel Seller with respect to this matter.

16. COMPLETE AGREEMENT. This agreement is the entire and only agreement between Buyer and Seller and no other statements, promises or communications, whether written or oral, shall be effective to modify or supersede this agreement or any term herein. This agreement can only be changed by a writing signed by both Buyer and Seller.

17. LOCATION OF CLOSING. Closing shall be conducted at the offices of Gloucester County, or such other place specified by Buyer.

18. TIME FOR CLOSING. Buyer shall notify Seller when all preconditions to consummation of this sale have been satisfied, and Buyer is ready to schedule closing. Buyer and Seller shall

establish a date for closing which is acceptable to both parties.

18.1. DELAY IN CLOSING BY SELLER. Seller's inability (except for objectively reasonable reasons) or unwillingness to close on the date for closing scheduled pursuant to paragraph 18, or failure to cooperate in scheduling a date for closing, shall constitute a breach of this agreement entitling Buyer to the remedies therefor set forth in paragraph 12.

19. NO COLLUSION. Seller hereby affirms that neither Seller nor any person on Seller's behalf has made or agreed to make any valuable gift, whether in the form of service, loan, thing or promise, to Buyer or to any employees, servants or agents of Buyer for the purpose of influencing Buyer to make this purchase. In the event that Seller's affirmation herein is untrue, Buyer shall have all rights on default described above as well as any other right that might be available to it under New Jersey law.

20. NOTICES. All notices to each party shall be made in writing delivered personally or by first-class, postage prepaid mailed to the other party at the addresses stated in the Transaction Summary in this agreement.

21. SURVIVABILITY OF COVENANTS. All covenants and agreements made by Seller in this Agreement are binding on Seller and on Seller's agents, attorneys-in-fact, heirs, administrators, executors, personal and legal representatives, successors and assigns and shall survive closing for the applicable statute of limitations period, measured from Buyer's discovery of a claim for Seller's violation of a covenant or agreement made herein. Buyer shall be entitled to record this agreement, or a Notice reporting the existence of this agreement.

22. WAIVER OF BREACH. The waiver of a breach of any provision of this agreement by Buyer or Buyer's failure to insist upon strict compliance with any term, covenant or conditions hereof shall not operate or be construed as a waiver of any subsequent breach. Delay in or failure of Buyer to declare Seller in breach of this agreement shall not operate or be construed as a waiver thereof.

23. GOVERNING LAW. This agreement shall be governed by and construed in accordance with New Jersey law, and shall be subject to the requirements of all applicable laws and regulations adopted by State or Federal Non-County Funding Sources. If any provision of this agreement shall be or become invalid under any law, such invalidity shall not affect the validity or

enforceability of any other provision hereof.

24. PERSONS BOUND. This agreement shall be binding on the parties and on their heirs, executors, administrators, personal or legal representatives, successors and assigns.

25. SELLER ENTITY. If Seller is a corporation or other business entity Seller warrants and certifies that it is duly formed and validly existing under New Jersey law. Seller has the full power, right and authority to enter into this agreement, to perform its obligations under this agreement, and to execute and deliver all documents required to be executed and delivered by Seller under this agreement. The person signing this agreement on behalf of Seller has the requisite power and authority to execute and deliver this agreement in the name of Seller and to create a binding obligation of Seller. Upon request, Seller shall deliver to Buyer such evidence and documentation as Buyer may reasonably require in order to verify the truth of the statements made in this Paragraph.

26. COUNTERPARTS. This agreement may be signed in any number of counterparts, each of which shall be an original and all of which taken together shall constitute a single agreement, with the same effect as if the signatures thereto and hereto were upon the same instrument.

27. CAPTIONS. The captions contained in this agreement are for the convenience of the parties and do not in any way modify, amplify or give full notice of any of the provisions of this agreement.

28. NUMBER AND GENDER. For purposes of this agreement, the masculine shall be deemed to include the feminine and the neuter, and the singular shall be deemed to include the plural, and the plural the singular, as the context may require.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the Seller has caused this agreement to be executed. If Seller, whether in whole or in part, is other than a natural person, the making and execution of this agreement has been properly authorized and effected.

IN FURTHER WITNESS WHEREOF, and intending to be legally bound thereby, the Buyer has caused this agreement to be executed by its duly authorized agents.

SELLER:

BEZR Homes LLC

BY: _____
Ronald Zeck, Jr.
Sole and Managing Member
BEZR Homes LLC

Federal Tax ID Number

BUYER:

COUNTY OF GLOUCESTER

BY: _____
ROBERT M. DAMMINGER,
FREEHOLDER DIRECTOR

**CONTRACT TO SELL NONAGRICULTURAL DEVELOPMENT RIGHTS,
DEVELOPMENT CREDITS AND A DEVELOPMENT EASEMENT**

ATTACHMENT C - FUEL TANK DISCLOSURE

We hereby certify that only the fuel tanks described below are located on, over or under the property which is the subject of this agreement of sale:

Tank No. 1:

Location:

Contents:

Purpose (use):

Age (in years):

Tank No. 2:

Location:

Contents:

Purpose (use):

Age (in years):

Tank No. 3:

Location:

Contents:

Purpose (use):

Age (in years):

Use additional sheet(s) if more than three tanks are on the Property.

All property owners must sign:

SELLER:

BEZR Homes, LLC

BY: _____
Ronald Zeck, Jr.
Sole and Managing Member
BEZR Homes, LLC

Date: _____

**RESOLUTION AUTHORIZING CONTRACTS WITH BACH ASSOCIATES, P.C., AND
FEDERICI & AKIN, P.A., FROM MARCH 16, 2017 TO MARCH 15, 2018 IN AN
AMOUNT NOT TO EXCEED \$150,000.00 PER CONTRACT**

ER

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

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

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

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

- Bach Associates, P.C., 304 White Horse Pike, Haddon Heights, NJ, 08035,
- Federici & Akin, P.A., 307 Greentree Road, Sewell, NJ, 08080; and

WHEREAS, each said contract for engineering/survey services would be for estimated services, in an amount not to exceed \$150,000.00, as per RFP# 17-010; and

WHEREAS, each said contract is open ended, which does not obligate the County 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, as follows:

1. That a contract(s) for engineering/survey services for land and/or development rights acquisitions by the County be awarded to: BACH ASSOCIATES, P.C. and FEDERICI & AKIN, P.A., for a period of one (1) year from March 16, 2017 to March 15, 2018, and each in an amount not to exceed \$150,000.00, as needed; and,
2. That the Director of the Board is authorized to execute and the Clerk of the Board to attest to the contracts for the aforementioned purpose on behalf of the County; and

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

BE IT FURTHER RESOLVED before any purchase be made pursuant to the within award, a certification must be obtained from the 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, March 15, 2017, Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

Laurie J. Burns, Clerk of the Board

**CONTRACT FOR PROFESSIONAL SERVICES
BETWEEN THE COUNTY OF GLOUCESTER
AND BACH ASSOCIATES, P.C.**



THIS CONTRACT is made this 16th day of **March, 2017**, by and between the **COUNTY OF GLOUCESTER**, a body politic and corporate of the State of New Jersey, with administrative offices at 2 South Broad Street, Woodbury, New Jersey, 08096, hereinafter referred to as "**County**", and **BACH ASSOCIATES, P.C.**, with offices at 304 White Horse Pike, Haddon Heights, NJ, 08035 hereinafter referred to as "**Contractor**".

RECITALS

WHEREAS, there exists a need by the County for the provision of engineering/surveying services for land and/or development right acquisitions being considered by the County, as needed, for farmland preservation, open space preservation, and other specified project acquisitions deemed necessary and appropriate; and

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

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

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

TERMS OF AGREEMENT

1. TERM OF SERVICES. The term of services authorized under this agreement shall be for one (1) year from March 16, 2017 to March 15, 2018, as needed, upon being advised to proceed as to a specific project by the County's Department of Land Preservation, or Legal Department.

2. COMPENSATION. Contractor shall be compensated pursuant to the unit prices set forth in, and subject to all terms and provisions of, the Contractor's proposal dated February 6, 2017 (hereinafter the "Proposal"), which was submitted in response to the County's Request for Proposal RFP# 17-010. The Proposal is incorporated into, and made part of this Contract, by reference. Contractor shall be paid an amount not to exceed \$150,000.00.

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

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

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

3. DUTIES OF CONTRACTOR. The specific duties of the Contractor shall be as set forth in RFP# 17-010, and Contractor's Proposal, which are incorporated by reference in their entirety, and made a part of this Contract.

Contractor agrees that it has or will comply with, and where applicable shall continue throughout the period of the Contract to comply with, all of the requirements set out in RFP# 17-010.

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

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

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

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

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

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

5. LICENSING. If the Contractor, or any of its subcontractors, is required to maintain a license in order to perform the services which are the subject of this Contract, then prior to the

effective date of this Contract, and as a condition precedent to its taking effect, Contractor shall provide to the County a copy of all current licenses to operate in the State of New Jersey, which license shall be in good standing and shall not be subject to any current action to revoke or suspend, and shall remain so throughout the term of this Contract.

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

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

A. Pursuant to the termination provisions set forth in the Request for Proposals, identified as RFP# 17-010, which are specifically referred to and incorporated herein by reference.

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

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

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

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

F. Termination shall not operate to affect the validity of the indemnification provisions of this Contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

18. **CONTRACT PARTS.** This Contract consists of this Contract document, RFP# 17-010 issued by the County, and the Contractor's Proposal. Should there occur a conflict between this form of Contract, and RFP# 17-010, this Contract shall prevail. Should there occur a conflict between this Contract or RFP# 17-010, and Contractor's Proposal, then this Contract, or the RFP, as the case may be, shall prevail.

THIS CONTRACT is dated this 16th day of March, 2017.

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

COUNTY OF GLOUCESTER

ATTEST:

**LAURIE J. BURNS,
CLERK OF THE BOARD**

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

BACH ASSOCIATES, P.C.

STEVEN M. BACH, PRESIDENT



Engineers

Architects

Planners

Surveyors

Environmental
Scientists

Construction
Management

304 White Horse Pike
Haddon Heights, NJ 08035
Tel: 856 546 8611
Fax: 856 546 8612

Steven M. Bach, PE, RA, PP, CME
President

Mark R. Baschore Jr., PE, CME
Vice President – Engineering

Dirk Muits III, AIA, NCARB
Vice President – Architecture

**Request for Proposal for
ENGINEERING / SURVEYING SERVICES FOR
LAND AND/OR DEVELOPMENT RIGHT
ACQUISITIONS FOR THE GLOUCESTER
COUNTY OFFICE OF LAND PRESERVATION
AND/OR OTHER UNSPECIFIED COUNTY
PROJECTS**

RFP #17-010

Purchasing Department
County of Gloucester
Two South Broad Street
Woodbury, New Jersey 08096

February 6, 2017



COST PROPOSAL

- Total Vendor's fee for one (1) engineering/survey report for one (1) property with a size of 50 acres:

\$ 8,000 (vendor's price).

BASIS OF AWARD

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

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

RFP-17-010 - Engineering / Surveying – Bach Associates

EVALUATION FACTORS Points awarded will be based on the information contained in the technical proposal, any supplemental information obtained and information gathered during the interview, if one is conducted.	SCORE
A. <u>Technical Proposal contains all required information</u> All required documentation submitted. <u> 5 </u> points	5
B. <u>Relevance and Extent of Qualifications, Experience, and Training of Personnel to be assigned.</u> <u> 25 </u> points. Staff has recent experience with local Farm./Open Space projects.	24
C. <u>Relevance and Extent of Similar Engagements performed</u> <u> 25 </u> points. Extensive similar Farmland/Open Space projects listed.	24
D. <u>Plan for performing engagement is realistic, thorough, and demonstrates knowledge of requirements and personnel availability</u> <u> 25 </u> points. Cost is inclusive of all required items.	24
E. <u>Reasonableness of Cost Proposal</u> <u> 20 </u> points. Tied for 2 nd lowest respondent.	19
TOTALS	96

**CONTRACT FOR PROFESSIONAL SERVICES
BETWEEN THE COUNTY OF GLOUCESTER
AND FEDERICI & AKIN, P.A.**

THIS CONTRACT is made this 16th day of **March, 2017**, by and between the **COUNTY OF GLOUCESTER**, a body politic and corporate of the State of New Jersey, with administrative offices at 2 South Broad Street, Woodbury, New Jersey, 08096, hereinafter referred to as "**County**", and **FEDERICI & AKIN, P.A.**, with offices at 307 Greentree Road, Sewell, NJ, 08080, hereinafter referred to as "**Contractor**".

RECITALS

WHEREAS, there exists a need by the County for the provision of engineering/surveying services for land and/or development right acquisitions being considered by the County, as needed, for farmland preservation, open space preservation, and other specified project acquisitions deemed necessary and appropriate; and

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

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

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

TERMS OF AGREEMENT

1. **TERM OF SERVICES**. The term of services authorized under this agreement shall be for one (1) year from March 16, 2017 to March 15, 2018, as needed, upon being advised to proceed as to a specific project by the County's Department of Land Preservation, or Legal Department.

2. **COMPENSATION**. Contractor shall be compensated pursuant to the unit prices set forth in, and subject to all terms and provisions of, the Contractor's proposal dated January 19, 2017 (hereinafter the "Proposal"), which was submitted in response to the County's Request for Proposal RFP# 17-010. The Proposal is incorporated into, and made part of this Contract, by reference. Contractor shall be paid an amount not to exceed \$150,000.00.

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

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

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

3. DUTIES OF CONTRACTOR. The specific duties of the Contractor shall be as set forth in RFP# 17-010, and Contractor's Proposal, which are incorporated by reference in their entirety, and made a part of this Contract.

Contractor agrees that it has or will comply with, and where applicable shall continue throughout the period of the Contract to comply with, all of the requirements set out in RFP# 17-010.

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

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

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

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

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

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

5. LICENSING. If the Contractor, or any of its subcontractors, is required to maintain a license in order to perform the services which are the subject of this Contract, then prior to the

effective date of this Contract, and as a condition precedent to its taking effect, Contractor shall provide to the County a copy of all current licenses to operate in the State of New Jersey, which license shall be in good standing and shall not be subject to any current action to revoke or suspend, and shall remain so throughout the term of this Contract.

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

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

A. Pursuant to the termination provisions set forth in the Request for Proposal identified as RFP# 17-010, which are specifically referred to and incorporated herein by reference.

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

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

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

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

F. Termination shall not operate to affect the validity of the indemnification provisions of this Contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

18. **CONTRACT PARTS.** This Contract consists of this Contract document, RFP# 17-010 issued by the County, and the Contractor's Proposal. Should there occur a conflict between this form of Contract, and RFP# 17-010, this Contract shall prevail. Should there occur a conflict between this Contract or RFP# 17-010, and Contractor's Proposal, then this Contract, or the RFP, as the case may be, shall prevail.

THIS CONTRACT is dated this 16th day of March, 2017.

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

COUNTY OF GLOUCESTER

ATTEST:

**LAURIE J. BURNS,
CLERK OF THE BOARD**

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

FEDERICI & AKIN, P.A.

JOSEPH P. FEDERICI, PRESIDENT



Qualifications Statement

Qualifications for Professional Services

Gloucester County, New Jersey

**ENGINEERING/SURVEYING SERVICES FOR LAND AND/OR
DEVELOPMENT RIGHT ACQUISITIONS FOR
GLOUCESTER COUNTY OFFICE OF LAND
PRESERVATION, AND/OR OTHER UNSPECIFIED COUNTY
PROJECTS—RFP #17-010**

Prepared By:

Joseph P. Federici, Jr., P.E., P.P.
President

Office Location:

307 Greentree Road,
Sewell, NJ 08080
(856) 589-1400

January 19th, 2017

Total vendor's fee for 1 engineering/survey report for 1 property with a size of 50 acres:

\$ 8000.00

BASIS OF AWARD

(To be completed by County evaluation committee)

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

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

RFP-17-010 - Engineering / Surveying – Federici & Akin

EVALUATION FACTORS	SCORE
Points awarded will be based on the information contained in the technical proposal, any supplemental information obtained and information gathered during the interview, if one is conducted.	
<p>A. <u>Technical Proposal contains all required information</u> All required documentation submitted.</p> <p align="center"><u>5</u> points</p>	5
<p>B. <u>Relevance and Extent of Qualifications, Experience, and Training of Personnel to be assigned.</u> <u>25</u> points. Staff has recent experience with local Farm./Open Space projects.</p>	24
<p>C. <u>Relevance and Extent of Similar Engagements performed</u> <u>25</u> points. Extensive similar Farmland/Open Space projects listed.</p>	24
<p>D. <u>Plan for performing engagement is realistic, thorough, and demonstrates knowledge of requirements and personnel availability</u> <u>25</u> points. Cost is inclusive of all required items.</p>	24
<p>E. <u>Reasonableness of Cost Proposal</u> <u>20</u> points. Tied for 2nd lowest respondent.</p>	19
TOTALS	96

F-1

RESOLUTION AUTHORIZING A CONTRACT WITH PITMAN ANIMAL HOSPITAL, LLC FROM APRIL 1, 2017 TO MARCH 31, 2018 IN AN AMOUNT NOT TO EXCEED \$40,000.00

WHEREAS, there exists a need for the County to contract for Veterinarian of Record services, including certain consulting services, emergency veterinary care during normal business hours and spay, neuter and rabies vaccination services and other general practice services for the period April 1, 2017 to March 31, 2018; and

WHEREAS, the County has requested proposals for the aforementioned services via RFP# 017-012 from interested providers and has evaluated those proposals consistent with the County's fair and open procurement process and consistent with the terms and provisions of N.J.S.A. 19:44A-20.4; and

WHEREAS, such evaluation, based on the established criteria, concluded that Pitman Animal Hospital, located at 654 N. Delsea Drive, Pitman, NJ 08071, be awarded a Contract for services as per RFP# 017-012, for the period April 1, 2017 to March 31, 2018; and

WHEREAS, the Contract shall include an annual fee of \$14,400.00, payable to Vendor at \$1,200.00 per month, for agreed consulting services, excluding fees for emergency care during normal business hours and spay, neuter and rabies vaccination services. Emergency care and treatment services from Vendor shall be on an as needed basis, with total compensation for such services not to exceed \$25,600.00 for the contract period, as prescribed in Vendor's response to RFP# 017-012 dated February 10, 2017; and

WHEREAS, the Treasurer has certified availability of funds in the amount of \$9,600.00 for consulting fees payable monthly over the eight (8) remaining months of calendar year 2017, pursuant to CAF# 17-01821, which amount shall be charged against budget line item #7-01-27-340-001-20269, with the balance of consulting service fees (\$4,800.00) under the Contract to be encumbered and payable upon adoption of the 2018 Gloucester County Budget; and

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

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that the Director be and is hereby authorized to execute and the Clerk of the Board be and is hereby authorized to attest to a Contract with Pitman Animal Hospital, LLC for Veterinarian of Record services, emergency care and other services as set forth in RFP# 017-012 from April 1, 2017 to March 31, 2018; and

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

BE IT FURTHER RESOLVED before any purchase be made pursuant to the within award, a certification must be obtained from the 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, March 15, 2017, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

LAURIE J. BURNS, CLERK OF THE BOARD

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. 17-01821

ORDER DATE: 03/02/17
REQUISITION NO: R7-02042
DELIVERY DATE: 03/16/17
STATE CONTRACT: RFP 17-012
ACCOUNT NUM:

**S
H
I
P
T
O**

GLOUC. CO ANIMAL SHELTER
1200 N. DELSEA DRIVE, BLDG C
CLAYTON, NJ 08312
856-881-2828

**V
E
N
D
O
R**

VENDOR #: PITMA030

PITMAN ANIMAL HOSP-EMERGENCY
654 N. DELSEA DR.
PITMAN, NJ 08071-1232

SALES TAX ID # 21-6000660

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
8.00/MO	Consultation Services for Pitman Animal Hospital in the amount of \$14,400.00 from April 1, 2017 to March 31, 2018. This Purchase Order is in the amount of \$9,600.00 only for the 2017 funds until December 31, 2017. The remainder of funds \$4,800.00 will be encumbered once the 2018 budget is approved. Partial payments are made monthly in the amount of \$1,200.00.	7-01-27-340-001-20269 Veterinary Services	1,200.0000	9,600.00
			TOTAL	9,600.00

CLAIMANT'S CERTIFICATION & DECLARATION

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.

VENDOR SIGN HERE _____ DATE _____

TAX ID NO. OR SOCIAL SECURITY NO. _____ DATE _____

MAIL VOUCHER WITH INVOICE TO THE "SHIP TO" ADDRESS

RECEIVER'S CERTIFICATION

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.

DEPARTMENT HEAD _____ DATE _____

APPROVAL TO PURCHASE

**DO NOT ACCEPT THIS ORDER
UNLESS IT IS SIGNED BELOW**

TREASURER / CFO
[Signature]
PURCHASING DIRECTOR

5-1

**CONTRACT BETWEEN
THE COUNTY OF GLOUCESTER
AND
PITMAN ANIMAL HOSPITAL, LLC**

THIS CONTRACT is made effective the 1st day of **April, 2017**, by and between **THE COUNTY OF GLOUCESTER**, a body politic and corporate, with offices in Woodbury, New Jersey, hereinafter referred to as "**County**," and **PITMAN ANIMAL HOSPITAL, LLC** with offices located at 645 N. Delsea Drive, Pitman, NJ 08071, hereinafter referred to as "**Vendor**."

RECITALS

WHEREAS, there exists a need for the County to contract for Veterinarian of Record Services for its Animal Shelter, including certain consulting services, emergency veterinary care during normal business hours and spay, neuter and rabies vaccination services for the period April 1, 2017 to March 31, 2018, in compliance with RFP# 017-012; and

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

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

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

TERMS OF AGREEMENT

1. **TERM**. This Contract shall be effective for the period commencing April 1, 2017 and concluding March 31, 2018.
2. **COMPENSATION**. Vendor shall receive an annual fee of \$14,400.00, payable at \$1,200.00 per month, for agreed consulting services, excluding fees for emergency care during normal business hours and spay, neuter and rabies vaccination services. Emergency care and treatment services from Vendor shall be on an as needed basis, with total compensation for such services not to exceed \$25,600.00 for the contract period, as prescribed in Vendor's response to RFP# 017-012 dated February 10, 2017.

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

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

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

3. **DUTIES OF VENDOR.** The specific duties of the Vendor shall be as set forth in the County's RFP# 017-012 document, and Vendor's responsive proposal dated February 10, 2017, which are incorporated by reference in their entirety and made part of this Contract.

Vendor agrees that it has or will comply with, and where applicable shall continue throughout the period of this Contract to comply with, all of the requirements set out in RFP# 017-012.

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 non-discrimination 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 the RFP# 017-012, which are specifically referred to and incorporated herein by reference.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

21. **CONTRACT PARTS.** This Contract consists of this Contract document, RFP# 017-012 issued by the County of Gloucester and Vendor's responsive proposal dated February 10, 2017. Should there occur a conflict between this form of Contract and the County's RFP# 017-012, then this Contract shall prevail. If there should occur a conflict between this Contract or RFP# 017-012 issued by the County of Gloucester and the Vendor's responsive proposal dated February 10, 2017, then this Contract or the RFP, as the case may be, shall prevail.

THIS CONTRACT is made effective the 1st day of April, 2017.

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

ATTEST:

COUNTY OF GLOUCESTER

**LAURIE J. BURNS,
CLERK OF THE BOARD**

ROBERT M. DAMMINGER, DIRECTOR

WITNESS:

PITMAN ANIMAL HOSPITAL, LLC

DR. ROBERT W. HARRIS, OWNER

PITMAN ANIMAL HOSPITAL

654 N. DELSEA DRIVE, PITMAN, NJ 08071

P: (856) 582-7500 F: (856) 589-5607

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

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

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

February 10, 2017

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

- A) The name of the proposer, and principal place of business where services will be provided is Robert W. Harris, VMD, principle owner of Pitman Animal Hospital, 654 North Delsea Drive, Pitman, NJ.
- B) Pitman Animal Hospital was established almost 30 years ago (April, 1987) and over the past seven years has had an average of 40 employees.
- C) Robert W. Harris, VMD, graduated from University of Pennsylvania School of Veterinary Medicine in 1977. He has been in small animal practice for over thirty years. Dr. Harris has been a member of the Gloucester County Shelter Advisory Committee since 1989. He has served as the veterinary consultant to the county shelter since 2002.
- D) Over the past twenty years, services of the types being proposed were provided at Gloucester County Animal Shelter.
 - Local boarding kennels—
 - Woof Daycare & Boarding, Mantua, NJ 856-553-6871
 - Sandy Hill Kennel, Deptford, NJ 856-468-5060
 - Karma Kennel, Clayton, NJ 856-881-2109
 - Halo House Kennel, Franklinville, NJ 856-694-0980Over thirty years experience in small animal medicine and surgery.
- E) Robert W. Harris and Pitman Animal Hospital shall provide all services outlined in the request for proposal for consulting veterinarian by:
 - 1) Providing on-site visits to the shelter once each month.
 - 2) Providing telephone consultations Monday through Friday 8:00am to 8:00pm and Saturday 8:00am to 12:00pm
 - 3) Providing training to shelter staff.
 - 4) Providing consultation for animals that are presented by the shelter to Pitman Animal Hospital.
 - 5) Providing New Jersey State Veterinary license number for purposes of ordering prescription medication and maintaining kennel license.
 - 6) In the event that the Animal Shelter facility at 1200 N. Delsea Drive, Clayton becomes inoperable due to an internal or local catastrophic event, a Veterinarian from this office will respond to the designated site to oversee the administration of first aid and perform necessary euthanasia.
- F) Pitman Animal Hospital has Worker's Compensation and Employee's Liability Insurance in accordance with New Jersey law.

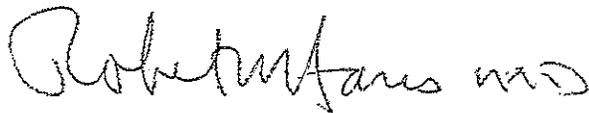
- G) Pitman Animal Hospital, and Robert W. Harris, VMD, and all employees have not been disbarred, suspended or otherwise prohibited from professional practice.
- H) Pitman Animal Hospital is located on Delsea Drive, Pitman. It is approximately 4 miles from the Gloucester County Shelter and centrally located within the county. Robert W. Harris will be available for any meetings or training at the County's facility.
- I) Attached please find Affirmative Action Statement, Non-Collusion Affidavit, copy of licenses for all Doctors on staff, Owner Disclosure Statement, copy of Business Registration Statement and copy of Certificate of Liability Insurance.
- J) Robert W. Harris will comply with general terms and conditions and enter into the county's standard Professional Services Contract.
- K) All services will be performed within the United States.

Veterinarian of Record

Monthly retainer fee	\$1200.00 per month
Hourly rate	No charge (included in monthly fee)
Fee for standard services	Based on Pitman Animal Hospital schedule of fees (included in proposal)

Monthly retainer fee includes all services described in scope of work excluding fee for "care and treatment of impounded (shelter owner) animals."

Care and treatment of impounded animals shall be based on Pitman Animal Hospital schedule of fees. Fee for examination of impounded animals shall be included in monthly retainer fee. Copy of Pitman Animal Hospital fee schedule is included in proposal and shall be considered proprietary.



Robert W. Harris, V.M.D.

PITMAN ANIMAL HOSPITAL

654 N. DELSEA DRIVE, PITMAN, NJ 08071

P: (856) 582-7500 F: (856) 589-5607

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

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

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

February 10, 2017

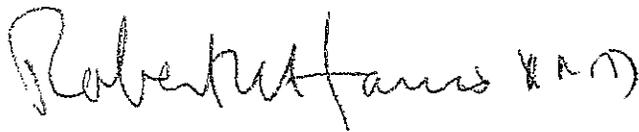
Proposal for providing Spay, Neuter, Rabies Services during normal business hours.

- A) The name of the proposer and principal place of business where services will be provided is Robert W. Harris, VMD, principal owner of Pitman Animal Hospital, 654 North Delsea Drive, Pitman, NJ.
 - B) Pitman Animal Hospital was established almost 30 years ago (April, 1987) and over the past seven years has had an average of 40 employees.
 - C) Robert W. Harris, VMD, graduated from University of Pennsylvania School of Veterinary Medicine in 1977. He has been in small animal practice for over thirty years. Dr. Harris has been a member of the Gloucester County Shelter Advisory Committee since 1989. He has served as the veterinary consultant to the county shelter since 2002.
 - D) Over the past twenty years, services of the types being proposed were provided at Pitman Animal Hospital.
 - Local boarding kennels—
 - Woof Daycare & Boarding, Mantua, NJ 856-553-6871
 - Sandy Hill Kennel, Deptford, NJ 856-468-5060
 - Karma Kennel, Clayton, NJ 856-881-2109
 - Halo House Kennel, Franklinville, NJ 856-694-0980Over thirty years experience in small animal medicine and surgery.
 - E) Robert W. Harris, VMD, and Pitman Animal Hospital shall provide all services stated in the request for proposal for Spay, Neuter and Rabies vaccination services. Services will be provided at Pitman Animal Hospital, 654 North Delsea Drive, Pitman, NJ. Services shall be provided from 8:00am to 4:00pm Monday through Friday. Veterinarian will be responsible for the insertion of a microchip while the animal is under anesthesia. All chips and documentation will be supplied by the Animal Shelter and will accompany each animal delivered for surgery.
 - F) See attached copies of Doctor's licenses.
 - G) Pitman Animal Hospital has Worker's Compensation and Employee's Liability Insurance in accordance with New Jersey law.
 - H) Pitman Animal Hospital, and Robert W. Harris, VMD, and all employees have not been disbarred, suspended or otherwise prohibited from professional practice.
 - I) Pitman Animal Hospital is located on Delsea Drive, Pitman. It is approximately 4 miles from the Gloucester County Shelter and centrally located within the county. Robert W. Harris will be available for any meetings or training at the County's facility.
 - J) See attached (Affirmative Action Statement)
 - K) See attached (Non-Collusion Affidavit)
-

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

Cost Proposal

Female Canine Alter:	
w/Rabies, DHLPP, HWA, Microchip insertion	\$243.00
Male Canine Alter:	
w/Rabies, DHLPP, HWA, Microchip insertion	\$223.00
Female Feline Alter:	
w/Rabies, FVRCP, FeLV test, Microchip insertion	\$200.00
Male Feline Alter:	
w/Rabies, FVRCP, FeLV test, microchip insertion	\$185.00
Rabies Vaccine	\$ 22.00



Robert W. Harris, VMD

PITMAN ANIMAL HOSPITAL

654 N. DELSEA DRIVE, PITMAN, NJ 08071

P: (856) 582-7500 F: (856) 589-5607

Robert W. Harris, V.M.D.

Joshua Erde, V.M.D.

Sabra Olsen, D.V.M.

Alex Collada, D.V.M.

Dana Fite, V.M.D.

Melissa Berg, V.M.D.

Andrea Shinn, D.V.M.

Genevieve LaFerriere, D.V.M.

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

February 10, 2017

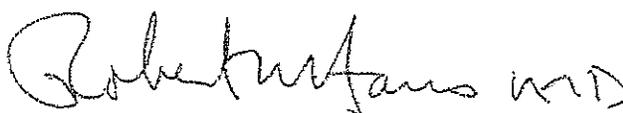
Proposal for providing Emergency Veterinary Services during normal business hours.

- A) The name of the proposer and principal place of business where services will be provided is Robert W. Harris, VMD, principal owner of Pitman Animal Hospital, 654 North Delsea Drive, Pitman, NJ.
 - B) Pitman Animal Hospital was established almost 30 years ago (April, 1987) and over the past seven years has had an average of 40 employees.
 - C) Robert W. Harris, VMD, graduated from University of Pennsylvania School of Veterinary Medicine in 1977. He has been in small animal practice for over thirty years. Dr. Harris has been a member of the Gloucester County Shelter Advisory Committee since 1989. He has served as the veterinary consultant to the county shelter since 2002.
 - D) Over the past twenty years, services of the types being proposed were provided at Gloucester County Animal Shelter.
 - Local boarding kennels—
 - Woof Daycare & Boarding, Mantua, NJ 856-553-6871
 - Sandy Hill Kennel, Deptford, NJ 856-468-5060
 - Karma Kennel, Clayton, NJ 856-881-2109
 - Halo House Kennel, Franklinville, NJ 856-694-0980Over thirty years experience in small animal medicine and surgery.
 - E) Robert W. Harris, VMD, and Pitman Animal Hospital shall provide all services stated in the request for proposal for emergency veterinary services. Services will be provided at Pitman Animal Hospital, 654 North Delsea Drive, Pitman, NJ. Services shall be provided from 8:00am to 8:00pm Monday through Friday and Saturdays from 8:00am to 2:00pm. Services provided shall be based on the Stabilization Protocol established by the Gloucester County Shelter.
 - F) When a treated animal is medically fit, Pitman Animal Hospital will notify the County to transport the animal to the shelter. If it is necessary to hold the animal at the hospital for continued medical treatment, the Veterinarian will confirm this with the Shelter Director.
 - G) In the event that the owner of an animal is located and the patient is still located at Pitman Animal Hospital, the hospital will be responsible to collect payment directly from the owner. The County will not be responsible for unpaid charges.
 - H) Euthanasia of injured animals will be decided by the attending Veterinarian. The attending Veterinarian may consult with the Shelter Director or ACO as to the probability of an owner being identified. Ultimately, the decision to the best course of action with respect to the humane treatment of the animal shall rest with the Veterinarian. The County will be responsible for the disposal of euthanized animals.
 - I) Pitman Animal Hospital has Worker's Compensation and Employee's Liability Insurance in accordance with New Jersey law.
-

- J) Pitman Animal Hospital, and Robert W. Harris, VMD, and all employees have not been disbarred, suspended or otherwise prohibited from professional practice.
- K) Pitman Animal Hospital is located on Delsea Drive, Pitman. It is approximately 4 miles from the Gloucester County Shelter and centrally located within the county. Robert W. Harris will be available for any meetings or training at the County's facility.
- L) See attached (Affirmative Action Statement)
- M) See attached (Non-Collusion Affidavit)
- N) See attached (Owner Disclosure Statement)
- O) Robert W. Harris will comply with general terms and conditions and enter into the county's standard Professional Services Contract.
- P) See attached (Business Registration Statement)
- Q) All services will be performed within the United States.

Cost Proposal

Each animal presented for emergency treatment shall be charged at a rate not to exceed \$75.00 per examination/stabilization.



Robert W. Harris, VMD

RESOLUTION AUTHORIZING A CONTRACT WITH JC MAGEE SECURITY SOLUTIONS FROM APRIL 6, 2017 TO APRIL 5, 2019 IN AN AMOUNT NOT TO EXCEED \$50,000.00 PER YEAR.

WHEREAS, the County of Gloucester, after due notice and advertisement, received sealed bids for the supply of locking hardware and locksmith services throughout various County buildings as per **PD-17-008**; and

WHEREAS, bids were publicly received and opened on February 28, 2017; and

WHEREAS, after following proper public bidding procedure, it was determined that JC Magee Security Solutions with offices at 1113 N. Broad St, Woodbury , NJ 08096, was the lowest responsive and responsible bidder to perform said services, for a contract amount not to exceed \$50,000.00 per year from April 6, 2017 to April 5, 2019 with the County having the option to extend for one (1) two-year term, or two (2) one-year terms as set forth in the bid specifications; and

WHEREAS, the contract is therefore open-ended, which does not obligate the County of Gloucester to make any purchase; and, therefore, no Certificate of Availability of Funds is required at this time. Continuation of the contract beyond December 31, 2017 is conditioned upon the approval of the 2018 Gloucester County budget.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that the Director of the Board be and is hereby authorized to execute and the Clerk of the Board be and is hereby authorized to attest to the award of JC Magee Security Solutions for the hereinabove referenced services in an amount not to exceed \$50,000.00 per year from April 6, 2017 to April 5, 2019; and, that the Freeholder Director and Clerk of the Board are hereby authorized to execute said contract for the purposes set forth above.

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

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, March 15, 2017 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

Laurie J. Burns, Clerk of the Board

**CONTRACT BETWEEN
COUNTY OF GLOUCESTER
AND
JC MAGEE SECURITY SOLUTIONS**



THIS CONTRACT is made effective the 15th day of **March, 2017** by and between **THE COUNTY OF GLOUCESTER**, a body politic and corporate, with offices in Woodbury, New Jersey, hereinafter referred to as "**County**", and **JC MAGEE SECURITY SOLUTIONS**, with offices at 1113 N. Broad St, Woodbury, NJ 08096, hereinafter referred to as "**Vendor**".

RECITALS

WHEREAS, there exists a need for the County to contract for the supply of locking hardware and locksmith services as set forth in **PD 17-008**; and

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

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

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

TERMS OF AGREEMENT

1. **TERMS**. This Contract shall be effective for the period of two (2) years from April 6, 2017 to April 5, 2019, with the County having the option to extend for one (1) two-year term or two (2) one-year terms.
2. **COMPENSATION**. Vendor shall be compensated pursuant to and subject to all terms and provisions of the specifications identified as **PD 17-008**, with a contract amount not to exceed \$50,000.00 per year for the supply of locking hardware and locksmith services, and existing units consistent with Vendor's Bid.

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

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

3. **DUTIES OF VENDOR.** The specific duties of the Vendor shall be as set forth in the specifications identified as **PD 17-008**, which is incorporated herein and made a part hereof by reference. Should there occur a conflict between this form of contract and the bid documents, the bid documents shall prevail.

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

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

The Vendor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality, 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 the Bid Specifications identified as **PD 17-008**, 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 Contractor. If the Contract is terminated by the County as provided herein, the Contractor will be paid for the services rendered to the time of termination.

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

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

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

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

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

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

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

11. **PREVENTION OF PERFORMANCE BY COUNTY.** In the event that the County is prevented from performing this Contract by circumstances beyond its control, then any obligations owing by the County to the Vendor shall be suspended without liability for the period during which the County is so prevented.
12. **METHODS OF WORK.** Vendor agrees that in performing its work, it shall employ such methods or means as will not cause any interruption or interference with the operations of County or infringe on the rights of the public.
13. **NON-WAIVER.** The failure by the County to enforce any particular provision of this Contract, or to act upon a breach of this Contract by Vendor, shall not operate as or be construed as a waiver of any subsequent breach, nor a bar to any subsequent enforcement.
14. **PARTIAL INVALIDITY.** In the event that any provision of this Contract shall be or become invalid under any law or applicable regulation, such invalidity shall not affect the validity or enforceability of any other provision of this Contract.
15. **CHANGES.** This Contract may be modified by approved change orders, consistent with applicable laws, rules and regulations. The County, without invalidating this Contract, may order changes consisting of additions, deletions, and/or modifications, and the contract sum shall be adjusted accordingly. This Contract and the contract terms may be changed only by change order. The cost or credit to the County from change in this Contract shall be determined by mutual agreement before executing the change involved.
16. **NOTICES.** Notices required by this Contract shall be effective upon mailing of notice by regular and certified mail to the addresses set forth above, or by personal service, or if such notice cannot be delivered or personally served, then by any procedure for notice pursuant to the Rules of Court of the State of New Jersey.
17. **COMPLIANCE WITH APPLICABLE LAW.** Vendor shall at all times during the course of the effective period of this Contract comply with and be subject to all applicable laws, rules and regulations of the State of New Jersey and of any other entity having jurisdiction pertaining to the performance of Vendor's services.
18. **INDEPENDENT VENDOR STATUS.** The parties acknowledge that Vendor is an independent Vendor and is not an agent of the County.
19. **CONFIDENTIALITY.** Vendor agrees not to divulge or release any information, reports, or recommendations developed or obtained in connection with the performance of this Contract, during the term of this Contract, except to authorized County personnel or upon prior approval of the County.
20. **BINDING EFFECT.** This Contract shall be binding on the undersigned and their successors and assigns.
21. **CONTRACT PARTS.** This Contract consists of this Contract document and the specifications identified as **PD 17-008** and the bidder's bid package, all of which are referred to and incorporated herein by reference. Should there occur a conflict between this form of contract

and the specifications, then this Contract shall prevail. If there should occur a conflict between either this form of Contract or the specifications and the bid package, then this Contract and the specifications shall prevail.

THIS CONTRACT is dated this 15TH day of March, 2017.

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

ATTEST:

COUNTY OF GLOUCESTER

**LAURIE J. BURNS,
CLERK OF THE BOARD**

**ROBERT M. DAMMINGER,
DIRECTOR**

ATTEST:

JC MAGEE SECURITY SOLUTIONS

JOHN C. MAGEE, III

RESOLUTION AUTHORIZING AN AMENDMENT TO A SHARED SERVICES AGREEMENT BETWEEN THE COUNTY AND ATLANTIC CITY

WHEREAS, the Board of Chosen Freeholders of the County of Gloucester adopted a Resolution on July 1, 2015, authorizing the execution of a Shared Services Agreement between the County (hereinafter "County") and Atlantic City (hereinafter "City") for provision by the County of Health Officer services from July 1, 2015 to December 31, 2016; and

WHEREAS, due to the takeover of the City by the State and the governmental restructuring resulting therefrom it became necessary for the County to continue provision of Health Officer services to the City during this interim period, and by Resolution adopted December 28, 2017 the Shared Services Agreement was amended to extend said services to March 1, 2017; and

WHEREAS, efforts in the City's governmental restructuring are still ongoing and it is necessary to further extend the services of the County Health Officer to May 1, 2017 at the rate of 2% (\$2,580.00 per month).

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester, that the Shared Services Agreement between the County and the City for Health Officer services shall be extended to May 1, 2017 at an increased rate of 2%, i.e., \$2,580.00 per month to be paid by the City to the County commencing March 1, 2017; and, that the Freeholder Director be and is hereby authorized to execute, and the Clerk of the Board to attest to, the Amendment to Shared Services Agreement; and

BE IT FURTHER RESOLVED that all other terms of the Shared Services Agreement shall remain in full force and effect.

ADOPTED at a meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, March 15, 2017 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

LAURIE J. BURNS, CLERK OF THE BOARD

61

**AMENDMENT TO SHARED SERVICES AGREEMENT
BETWEEN
COUNTY OF GLOUCESTER
AND
ATLANTIC CITY, NEW JERSEY**

THIS is an amendment to a certain Shared Services Agreement for the provision of Health Officer Services entered into on July 1, 2015 by and between the **County of Gloucester**, hereinafter referred to as **“County”** and **Atlantic City**, hereinafter referred to as **“City”**; and;

IN FURTHER CONSIDERATION for the mutual promises made by and between County and City in the above-described Agreement, the County and City hereby agree to amend the Agreement as follows:

The shared Services Agreement is amended to extend the Agreement to May 1, 2017, at the increased rate of \$2,580.00 per month charged to Atlantic City for the provision of a PT Health Officer commencing March 1, 2017

This Amendment to Agreement is conditioned upon acceptance.

ALL OTHER TERMS AND PROVISIONS of the Shared Services Agreement shall remain in full force and effect.

THIS AMENDMENT is effective as of the 15th day of March, 2017.

ATTEST:

COUNTY OF GLOUCESTER

**LAURIE J. BURNS,
CLERK OF THE BOARD**

**ROBERT M. DAMMINGER,
DIRECTOR**

ATTEST:

ATLANTIC CITY

**DONALD A. GUARDIAN,
MAYOR**

RESOLUTION AMENDING THE CONTRACT WITH CENTER FOR FAMILY SERVICES, INC. TO INCREASE THE CONTRACT AMOUNT BY \$800.00, FROM FEBRUARY 1, 2017 TO JANUARY 31, 2018

WHEREAS, the County of Gloucester awarded a contract to Center for Family Services, Inc. as per RFP#015-007, for an amount not to exceed \$108,600.00 per year, from February 1, 2015 to January 31, 2019 to provide appropriate mentoring/coaching to youth needing to remain in compliance with the conditions of their probation; and

WHEREAS, an Amendment to the contract is necessary to increase the contract amount by \$800.00, from February 1, 2017 to January 31, 2018 resulting in a total contract amount of \$109,400.00; and

WHEREAS, said contract increase is a result of an increase in funding allotted for programming via grant funds awarded from the "2017 Juvenile Detention Alternative Initiative Innovations (JDAI) Grant", and said funds will be utilized in accordance with the grant terms and conditions; and

WHEREAS, all other terms and provisions of the original contract 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 be and is hereby authorized to sign, and Clerk of the Board be and is hereby authorized to attest to, an Amendment to the aforesaid contract between the County of Gloucester and Center for Family Services, Inc. to increase the contract by \$800.00 for the period February 1, 2017 to January 31, 2018, resulting in a total contract amount of \$109,400.00.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, March 15, 2017, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

LAURIE J. BURNS, CLERK OF THE BOARD

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



THIS is an amendment to a contract entered into on the 4th of February, 2015 (Per RFP #015-007), **between the** County of Gloucester, hereinafter referred to as **“County”** and Center for Family Services of offices at 584 Benson Street, Camden, New Jersey 08103, hereinafter referred to as **“Contractor”**.

NOW, THEREFORE, in further consideration for the mutual promises made by and between County and Contractor in the above-described contract, the parties hereby agree to an amendment to the contract as follows:

The Contract is amended to increase the contract amount by \$800.00, for a total contract amount of \$109,400.00 for the period February 1, 2017 to January 31, 2018. This amendment is due to an increase in allotted funding relative to the Juvenile Detention Alternative Initiative Innovations Funding Award.

ALL OTHER TERMS and provisions of the contract and the conditions set forth therein that are consistent with this addendum shall remain in full force and effect.

THIS AMENDMENT is effective as of the 15th day of March, 2017.

ATTEST:

COUNTY OF GLOUCESTER

LAURIE J. BURNS, CLERK OF THE BOARD

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

CENTER FOR FAMILY SERVICES

By:
Title:

RESOLUTION AUTHORIZING A LICENSE MAINTENANCE AGREEMENT WITH UNITRONIX DATA SYSTEMS, INC., FOR MAINTENANCE OF PROPRIETARY SOFTWARE FROM APRIL 1, 2017 TO MARCH 31, 2018 FOR \$67,883.60

WHEREAS, there is a need for the provision of maintenance of proprietary software (ABACUS, Fraud Collection Turnkey System (web), in the amount of \$46,482.00 and A.O.S.S. Card Registration (Web), in the amount of \$21,401.60), for the Division of Social Services; and

WHEREAS, N.J.S.A. 40A:11-5DD permits the performance of services for the support and maintenance of proprietary computer hardware and software without public advertising for bids; and

WHEREAS, the County of Gloucester has determined that the maintenance services can be provided by Unitronix Data Systems, Inc., with offices at 1124 Route 202, Raritan, New Jersey 08869, for a total contract amount of \$67,883.60, from April 1, 2017 to March 31, 2018; and

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

WHEREAS, the Purchasing Agent has certified the availability of funds in the amount of \$67,883.60 pursuant to CAF #17-01822, which amount shall be charged against budget line item 7-01-27-345-002-64105.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that the Freeholder Director be and is hereby authorized to execute, and the Clerk of the Board to attest to a License Maintenance Agreement between the County of Gloucester and Unitronix Data Systems, Inc., for the maintenance of propriety software (ABACUS, Fraud Collection Turnkey System (web), in the amount of \$46,482.00 and A.O.S.S. Card Registration (Web), in the amount of \$21,401.60) for a total contract amount of \$67,883.60, from April 1, 2017 to March 31, 2018.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, March 15, 2017, at Woodbury New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

LAURIE J. BURNS, CLERK OF THE BOARD

LICENSE MAINTENANCE AGREEMENT

63

Agreement dated April 1, 2017 between Unitronix Data Systems, Inc., (hereinafter called "UDS") a New Jersey Corporation, with an office in Raritan, New Jersey 08869 and Gloucester County Division of Social Services (hereinafter called "customer") a New Jersey Agency, having a principal place of business at 400 Hollydell Drive, Sewell, New Jersey 08080.

By its acceptance hereof, UDS agrees to provide service and maintenance for the equipment and software listed in Schedule A below, customer agrees to provide remote access to servers as required, and any supplements to Schedule A so identified and signed by both parties (said equipment and software being hereinafter called "the equipment" or "the software"), at the location(s) specified below. The customer agrees to be responsible for maintaining daily backup of data for all systems and honor all ABACUS® and A.O.S.S.® Copyrights. Either party reserves the right to terminate this agreement at any time with 30 days notice to the other party for any reason or no reason. This agreement supercedes all other contracts, and riders.

SCHEDULE A

ITEM QTY DESCRIPTION

System I - ABACUS® Fraud Collection Turnkey System (Web)

Software

1.	1	ABACUS® Server License	
2.	13	ABACUS® Web License for connection to state computers thru ethernet for Fraud Dept.	
3.	1	Suse-Linux Operating System	
4.	1	Microsoft Operating System	
5.	1	(UDS) Quarterly Program updates from Unitronix Data Systems with mandatory updates for Federal & State level compliancy	\$46,482.00

System II - A.O.S.S.® Card Registration (Web)

Software

6.	1	Card Registration Server License	
7.	7	Card Registration Web License	
8.	1	Ieys Server License	
9.	1	Ieys Workstation license	
10.	1	PCanywhere v11.5	
11.	1	BackUp MyPC to CD's	
12.	3	Macro programs for labels	\$21,401.60

Hardware System I

13.	1	Suse 10.1 Program Server consisting of, Pentium 4, 2.8 GHz, 1 GB Memory, system cabinet, power supply, CD-burner, 32 MB graphics card, Intel motherboard, 100/1000 LAN, UPS	
-----	---	---	--

Hardware System II

14.	1	Microsoft Web-Data Server consisting of, Pentium 4, 2.8 GHz, 1GB Memory, system cabinet, power supply, CD-burner,, 32 MB graphics card, Intel motherboard, 100/1000 LAN, UPS, US Robotics Internal modem, IOGEAR 4 port switch	
-----	---	--	--

Miscellaneous Hardware

- 15. 2 Strobe XP200 scanners for ABACUS® workstations
- 16. 3 SmartLabel 100 printers for Card Registration workstations

1. SOFTWARE LICENSE MAINTENANCE INCLUDES:

- a. Shipping charges for mailing media from UDS to customer.
- b. Support of existing programs written by UDS.
- c. Answers to questions and problems that may occur on a daily basis.
- d. Telephone charges from UDS to customer.
- e. License to use software

2. SOFTWARE MAINTENANCE DOES NOT INCLUDE:

- a. Shipping charges for mailing media from customer to UDS.
- b. Writing new programs that are not on the current system, operating system upgrades or file conversions.
- c. Loss of data or operating systems due to hardware malfunction or operator negligence such as, but not limited to; copying diskettes incorrectly, reformatting drives, viruses, failure/incorrectly backing up files, Acts of God, etc.
- d. Telephone charges from customer to UDS.

Commencement Date : 04/01/17 through 03/31/18

Yearly Charge : \$67,883.60

Location : 400 Hollydel Drive, Sewell, New Jersey 08080

In witness whereof, the parties hereto have caused this agreement to be executed by their authorized representative as of the day and year first above written.

UNTRONIX DATA SYSTEMS, INC.

COUNTY OF GLOUCESTER

By: Richard A. Bittle 1/18/17
Name : Richard A. Bittle Date
Title: Secretary

By: _____
Name : _____ Date
Title: _____

INVOICE

UNTRONIX DATA SYSTEMS, INC.
1124 ROUTE 202
RARITAN, N.J. 08869
(908) 231-9444 Fax (908) 707-1044

INVOICE NUMBER: 2921
INVOICE DATE: 01/18/17

SOLD TO: Gloucester County Division of Social Services
400 Hollydell Drive
Sewell, New Jersey 08080

CUSTOMER ID	CUSTOMER PO	PAYMENT TERMS		
1640		NET 30		
QUANTITY	ITEM NUMBER	DESCRIPTION	UNIT PRICE	EXTENSION
1	SYSMNT	SYSTEM MAINTENANCE FOR 04/01/17 THRU 03/31/18	67,883.60	67,883.60
			TOTAL DUE	\$67,883.60

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. 17-01822

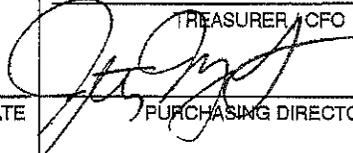
Pg 1 **S H I P T O**
 GLOUC. CO DIV. OF SOCIAL SERV.
 400 HOLLY DELL DRIVE
 SEWELL, NJ 08080
 856-256-2107 KAREN ROBINSON

ORDER DATE: 03/02/17
 REQUISITION NO: R7-02004
 DELIVERY DATE:
 STATE CONTRACT:
 ACCOUNT NUM:

V E N D O R
 VENDOR #: UNITRONIX
 UNITRONIX DATA SYSTEMS INC.
 1124 ROUTE 202
 RARITAN, NJ 08869

SALES TAX ID # 21-6000660

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	SYSTEM MAINTENANCE FOR FOR APRIL 1 2017 THROUGH 3-31-2018 CUSTOMER ID 1640 RESOLUTION MARCH 15, 2017	7-01-27-345-002-64105 Repairs to Equipment	67,883.6000	67,883.60
			TOTAL	67,883.60

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 VENDOR SIGN HERE _____ DATE _____ TAX ID NO. OR SOCIAL SECURITY NO. _____ DATE _____ MAIL VOUCHER WITH INVOICE TO THE "SHIP TO" ADDRESS	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. _____ DEPARTMENT HEAD _____ DATE _____	DO NOT ACCEPT THIS ORDER UNLESS IT IS SIGNED BELOW  _____ TREASURER / CFO _____ PURCHASING DIRECTOR

VOUCHER COPY-SIGN AT X AND RETURN FOR PAYMENT

Mar. 2. 2017 12:29PM

No. 5398 P. 2

POLITICAL CONTRIBUTION DISCLOSURE CERTIFICATION
Contracting Agency: County of Gloucester

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

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

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

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

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

Date	Amount	Recipient's Name
<i>NONE</i>		

Mar. 2. 2017 12:29PM

No. 5398

P. 3

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

Name of Business Entity: Mitronix Data Systems, Inc.
Signed:  Title: Systems Coordinator
Print Name: JOAN L. RUBIEN Date: 3/2/2017

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

Mar. 2. 2017 12:30PM

No. 5398 P. 6

BUSINESS ENTITY DISCLOSURE CERTIFICATION
Contracting Agency: County of Gloucester

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

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

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

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

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

Name of Business Entity: Unitronix Data Systems, Inc
Signed: [Signature] Title: Systems Coordinator
Print Name: JOAN L. Zubler Date: 3/2/2017

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

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

WHEREAS, the Temporary Assistance to Needy Families (TANF) Program is a program existing under the State Work First New Jersey laws; and

WHEREAS, included under the TANF program are payments made on a case-by-case, as-needed basis for the benefit of qualifying families for such purposes as emergency housing in shelters and motels, rental assistance, transportation, and furniture and household items; and

WHEREAS, the State and Federal Government provides ninety-five percent of the funds for such payments and requires the County to provide five percent; and

WHEREAS, the Supplemental Security Income Program (SSI) is a federal program administered by the State, that provides benefits to certain elderly and disabled persons; and

WHEREAS, included under the SSI program are funds for burials and emergency assistance, and quarterly "State supplement to SSI payments" funds; and

WHEREAS, the State initially provides seventy-five percent of such SSI funds and requires the County to provide twenty-five percent, all of which share is ultimately refunded to the County by the State; and

WHEREAS, the funds that must be paid or advanced by the County under the TANF and SSI programs are placed in the Gloucester County Division of Social Services "Assistance Account", and the various payments are made by that agency on an as-needed basis as required under the program; and

WHEREAS, in anticipation of the amount of funds that will be required for such purposes in the year 2017, the amount of \$547,753.00 is being allocated to the Social Services Assistance Account; however, neither the actual amount or purpose of any given payment nor the actual total amount of payments can be determined beforehand, and therefore the actual total amount is subject to change and such payments are required by State law regardless of total amount; and

WHEREAS, the Division of Social Services is the agency that administers the County's obligations under the TANF and SSI programs and is therefore the appropriate agency to make such payments from the account.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that the Gloucester County Division of Social Services be and is hereby authorized to make all necessary payments from its "Assistance Account" on an as-needed basis to fulfill the County's obligations under the State Work First New Jersey, Temporary Assistance to Needy Families Program and the Supplemental Security Income Program.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, March 15, 2017 at Woodbury New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

Laurie J. Burns, Clerk of the Board