Approved as to Form and Legality	Date
	July 18, 2019
County Counsel	

MERCER COUNTY **BOARD** OF **CHOSEN** FREEHOLDERS **AUTHORIZES COMPETITIVE** CONTRACTING FOR RECOVERY **SUPPORT** SERVICES FOR MERCER COUNTY RESIDENTS LIVING IN RECOVERY, SUCH AS: PEER TO PEER SERVICES, COMMUNITY LINKAGES TO **VARIOUS TREATMENT** OPTIONS, CONNECTION TO RECOVERY HOUSING, **RECOVERY RELATED** WORKSHOPS. TRAININGS AND MEETINGS, JOB READINESS TRAINING, AND OTHER SERVICES. PERIOD: JULY 1, 2019 THROUGH DECEMBER 31, 2021

WHEREAS, P.L. 1999, C440 of the Laws of the State of New Jersey permit the use of Competitive Contracting for specialized goods or services defined in the Act; and

WHEREAS, it is necessary to authorize such Competitive Contracting by Resolution; and,

WHEREAS, the County of Mercer seeks to contract for recovery support services for Mercer County residents living in recovery, for a period of July 1, 2019 through December 31, 2021; and,

					RE	COR	D OF VOTE	·					
FREEHOLDER	Aye	Nay	N.V.	Abs.	Res	Sec.	FREEHOLDER	Aye	Nay	N.V.	Abs.	Res.	Sec.
Cannon	X				1	,	Melker	 	1		X		<u> </u>
Colavita	X					1	Walter	X	 				
Frisby				X			Cimino	X				 	
Koontz	X					-				-		 	
			—Indic Res.—I					N.V.— ution			<u> </u>	L	1

WHEREAS, said services qualify for Competitive Contracting, pursuant to N.J.S.A.40A:11-4.1(b)(2); and,

WHEREAS, the Mercer County Department of Human Services has made funds available for recovery support services for Mercer County residents living in recovery; now, therefore,

BE IT RESOLVED, that the Mercer County Board of Chosen Freeholders hereby authorizes Competitive Contracting for recovery support services for Mercer County residents living in recovery for the period of July 1, 2019 through December 31, 2021; and,

BE IT FURTHER RESOLVED, that the Clerk to the Board shall forward one (1) certified copy of this Resolution to the Chief of Addiction Services; and one (1) copy to the Department of Human Services Contract Unit.

Jackens IV. Warthy

Approved as to Form and Legality

Date

July 18, 2019

COUNTY EXECUTIVE AND CLERK TO THE BOARD **AUTHORIZED** TO **EXECUTE** SHELTERED WORKSHOP SERVICE AGREEMENT THE ARC/MERCER, INC. FOR PROVISION OF DAILY MEALS AT THE MERCER COUNTY NUTRITION **PROJECT** FOR THE ELDERLY, **PRINCETON NUTRITION** SITE. PERIOD: JULY 1, 2019 THROUGH DECEMBER 31, 2019 (WITH AN OPTION TO EXTEND FOR SIX (6) MONTHS). TOTAL AMOUNT: \$24,000.00 (FEDERAL TITLE IIIC1 FUNDS) (NO COUNTY FUNDS)

WHEREAS, the County of Mercer requires the provision of meals delivered daily at the Princeton Nutrition Site, located at the Princeton Senior Resource Center, Suzanne Patterson Building,45 Stockton Street, Princeton, New Jersey, 08540; and,

WHEREAS, a contract may be negotiated and awarded as a bid exception in accordance with <u>N.J.S.A</u> 40A:11-5.(1)(n) for performance of any work by handicapped persons employed by a sheltered workshop; and,

WHEREAS, the Arc/Mercer, Inc., 180 Ewingville Road, Ewing, New Jersey 08638-2425, shall provide delivery of meals, Monday through Friday, at the Princeton Nutrition Site, 45 Stockton Street, Princeton, New Jersey, 08540 in the total amount of \$24,000.00 for the period of July 1, 2019 through December 31, 2019, with an option to extend for an additional six-months, in accordance with their proposal; and,

					RE	COR	D OF VOTE						
FREEHOLDER	Aye	Nay	N.V.	Abs.	Res.	Sec.	FREEHOLDER	Aye	Nay	N.V.	Abs.	Res.	Sec.
Cannon	X	<u> </u>		 	/		Melker		1		Y	1 1111	
Colavita	X	İ		<u> </u>		\	Walter	X				ļ	<u> </u>
Frisby				X			Cimino	X					
Koontz	X									<u> </u>	ļ	 	
				ates V Resolu			s.—Absent Sec.—Resol	N.V.— lution				<u> </u>	

WHEREAS, funds for this purpose are available in the 2019 Mercer County Budget; now, therefore;

BE IT RESOLVED, that the County Executive and Clerk to the Board are hereby authorized to execute a Sheltered Workshop Service Agreement with The Arc/Mercer, Inc., for the provision of daily meals, Monday through Friday, at the Princeton Nutrition Site, for the period of July 1, 2019 through December 31, 2019, with the option to extend for an additional six-month period, in the total amount of \$24,000.00 (Federal Title IIIC1 Funds) (No County Funds), when presented in a form approved by County Counsel; and,

BE IT FURTHER RESOLVED, the Clerk to the Board shall forward one (1) certified copy of this Resolution, together with an executed copy of said Agreement to Steven P. Cook, Executive Director, The Arc/Mercer, Inc.; to the Mercer County Department of Human Services Contract Unit; to the Mercer County Office on Aging - Nutrition Project for the Elderly; and to the Mercer County Purchasing Agent.

Seclece IV. Waitly
Clerk to the Board

Approved as to Form and Legality	Date
County Counsel	July 18, 2019

COUNTY EXECUTIVE AND CLERK TO THE BOARD AUTHORIZED TO EXECUTE Α LETTER AGREEMENT TO ACCEPT A GRANT AWARD FROM THE GOVERNOR'S COUNCIL ALCOHOLISM AND DRUG ABUSE FOR THE MUNICIPAL ALLIANCE TO **PREVENT** ALCOHOLISM AND DRUG ABUSE. PERIOD: JULY 1, 2019 THROUGH JUNE 30, 2020. AMOUNT: **ENFORCEMENT** \$435,401.00 (DRUG **DEMAND** REDUCTION [D.E.D.R] FUNDS) (NO COUNTY **FUNDS**)

WHEREAS, the Governor's Council on Alcoholism and Drug Abuse has formally communicated their desire to continue funding the Governor's Municipal Alliance to Prevent Alcoholism and Drug Abuse Grant for the period of July 1, 2019 through June 30, 2020; and,

WHEREAS, the County of Mercer has submitted a Fiscal Year 2020 Comprehensive Alcohol and Drug Abuse Application, as per Resolution No. 2019-233, adopted May 6, 2019; and,

WHEREAS, the Governor's Council on Alcoholism and Drug Abuse has approved said award in the amount of \$435,401.00 (No County Funds) for the period of July 1, 2019 through June 30, 2020, to carry out the administration of the Governor's Municipal Alliance to Prevent Alcoholism and Drug Abuse Grant; and,

					RE	COR	D OF VOTE						
FREEHOLDER	Aye	Nay	N.V.	Abs.	Res.	Sec.	FREEHOLDER	Aye	Nay	N.V.	Abs.	Res.	Sec.
Cannon	X				V	_	Melker			 	X		+-
Colavita	X				<u> </u>	V	Walter	X				 	-
Frisby				X			Cimino	X	<u> </u>				
Koontz	X									 		 	
	_ , , , _			zates V Resolu			.—Absent Sec.—Resol	⊥ N.V.— lution :					<u> </u>

WHEREAS, the County of Mercer will enter into Shared Services Agreements with the municipalities to provide substance abuse prevention and education services; now, therefore,

BE IT RESOLVED, that the County Executive and the Clerk to the Board be and are hereby authorized to execute a Letter of Agreement and accept a Grant Award from the Governor's Council on Alcoholism and Drug Abuse for the municipal alliance to prevent alcoholism and drug abuse in the total amount of \$435,401.00 (Drug Enforcement Demand Reduction [D.E.D.R.] Funds) (No County Funds) for the period of July 1, 2019 through June 30, 2020; and,

BE IT FURTHER RESOLVED, that the Clerk to the Board shall forward one (1) original Letter of Agreement and two (2) certified copies of this Resolution to the Chief of Addiction Service for further distribution to the State of New Jersey, Governor's Council on Alcoholism and Drug Abuse; and one (1) copy of each to the Mercer County Department of Human Services Contract Unit.

Lecleses Il. Warting-

Approved as to form and Legality

Date

July 18, 2019

COUNTY EXECUTIVE AND CLERK TO THE BOARD AUTHORIZED TO EXECUTE A SHARED SERVICE AGREEMENT BETWEEN THE COUNTY OF MERCER AND THE COUNTY OF OCEAN FOR THE DETENTION OF MERCER COUNTY JUVENILES IN THE OCEAN COUNTY JUVENILE DETENTION CENTER. PERIOD: JUNE 1, 2019 THROUGH MAY 31, 2022 (3-YEARS). AMOUNT: \$225.00 PER DIEM PER JUVENILE

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

WHEREAS, Mercer has an existing Agreement with Middlesex County to house Mercer juveniles in the Middlesex County Youth Center; and,

WHEREAS, there may exist a need for Mercer juveniles to be periodically housed in a facility other than the Middlesex County facility due to lack of space at the Middlesex County facility or for other appropriate reasons; and,

Clerk to the Board

					RE	COR	D OF VOTE						
FREEHOLDER	Aye	Nay	N.V.	Abs.	Res.	Sec.	FREEHOLDER	Aye	Nay	N.V.	Abs.	Res.	Sec.
Cannon	X					•	Melker	1			X	-	1
Colavita	X					1	Walter	X					
Frisby				X			Cimino	X	<u> </u>	 		ļ	
Koontz	X									 	 		
			—Indic Res.—1				.—Absent Sec.—Resol	N.V.— ution !	Not V Second	oting ded	1		1

WHEREAS, Ocean County owns and operates an accredited Juvenile Detention Center (JDC) facility with available space to house additional juveniles; and,

WHEREAS, Ocean County Juvenile Detention Center has the capacity to periodically house one or more Mercer juveniles who cannot be detained at the Middlesex County Youth Center; and,

WHEREAS, providing for the detention of Mercer juveniles in the Ocean County Juvenile Detention Center will result in a more economical operation of the Ocean County Detention Center and will result in significant cost savings for Mercer County, through the sharing of a facility and services; and,

WHEREAS, participating in such regionalization will provide Mercer with an enhanced opportunity to become part of the Juvenile Detention Alternative Initiative; and,

WHEREAS, Mercer County shall pay Ocean County a per diem fee for each housed juvenile in the amount of \$225.00 per day, or any part of a day for which secure care is provided; and,

WHEREAS, the Local Public Contract law permits counties or municipalities to enter into contracts with other such entities without having to publicly advertise or bid. Pursuant to 40A:11-5(2), any contract, the amount of which exceeds the bid threshold, may be negotiated and awarded without public advertising and awarded by resolution if it is to be made or entered into with the United States of America, the State of New Jersey, county or municipality or any other subdivision thereof; and,

	Clerk to the Board

WHEREAS, through this Agreement both parties hereto agree to observe all federal, state and local laws, ordinances, and regulations in meeting their obligations under the terms of this Agreement; now, therefore,

BE IT RESOLVED, that:

- 1. The County Executive and the Clerk to the Board are hereby authorized to execute a Shared Service Agreement between the County of Mercer and the County of Ocean for the detention of Mercer County juveniles in the Ocean County Juvenile Detention Center for the period of June 1, 2019 through May 31, 2022, at a per diem rate of \$225 per day.
- 2. The Clerk to the Board shall forward five (5) certified copies of this Resolution and two executed copies of this Agreement to the Office of Shared Services for further distribution.

Selenes D. Wartly
Clerk to the Board

Approved as to Form and Legality	Date
	- 7
	July 18, 2019
County Counsel	

COUNTY EXECUTIVE AND CLERK TO THE BOARD AUTHORIZED TO EXECUTE PROFESSIONAL Α SERVICE AGREEMENT (AWARDED THROUGH A NON-FAIR AND OPEN PROCESS) WITH SUSAN SCHAEFER, LLC WORKERS FOR COMPENSATION MANAGEMENT SERVICES FOR THE COUNTY OF MERCER AND THE MERCER COUNTY INSURANCE COMMISSION. PERIOD: JULY 1, 2019 THROUGH JUNE 30. 2020. AMOUNT NOT TO EXCEED: \$207,000.00 (\$85/HOUR)

WHEREAS, the County of Mercer and the Mercer County Insurance Commission have a need for professional workers compensation case management services, awarded through a non-fair and open contract, pursuant to the provisions of N.J.S.A. 19:44A-20.4; and,

WHEREAS, Susan Schaefer, LLC, 30 Victoria Square, Media, PA 19063 has agreed to provide professional case management services to the County of Mercer and the Mercer County Insurance Commission at an hourly rate of \$85/hour, with an amount not to exceed \$207,000.00 for the period of July 1, 2019 through June 30, 2020; and,

WHEREAS, Susan Schaefer, LLC has completed and submitted a Political Contribution Disclosure Certification which certifies Susan Schaefer, LLC has not made any reportable contributions to a political or candidate committee or elected official of the County of Mercer in the previous one year, and, that the contract will prohibit the Susan Schaefer, LLC from making any reportable contributions through the terms of the contract; and,

					RE	COR	D OF VOTE						
FREEHOLDER	Aye	Nay	N.V.	Abs.	Res.	Sec.	FREEHOLDER	Aye	Nay	N.V.	Abs.	Res	Sec.
Cannon	X				1		Melker	-			X		
Colavita	X				<u> </u>		Walter	×	 	 	 		
Frisby	-			X			Cimino	Y			 		
Koontz	X							 			 	 	<u> </u>
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WHEREAS, the Chief Financial Officer of Mercer County has certified in writing the availability of funds for the purposes set forth in this Resolution; said certification is on file with the Clerk to Board and funds are contingent upon inclusion in the adoption of the 2019 Mercer County Budget; and,

WHEREAS, the Local Public contracts Law (N.J.S.A. 40:A:11 et seq.) requires that a notice stating the nature, duration, service and amount of the contract and that the Resolution and contract are on file and available for public inspection in the Office of the Clerk to the Board of Chosen Freeholders, and the awarding of contracts for "Professional Services" without competitive bids must be publicly advertised; now, therefore,

BE IT RESOLVED, that:

- 1. The County Executive and Clerk to the Board be and are hereby authorized to execute a Professional Service Agreement (awarded through a non-fair and open contract) with Susan Schaefer LLC for workers compensation case management for the County of Mercer and the Mercer County Insurance Fund at an hourly rate of \$85/hour and annual amount not to exceed \$207,000.00, for the for the period of July 1, 2019 through June 30, 2020.
- Said contract is awarded without competitive bidding as a "Professional Service" under the provisions of Local Public Contracts Law because the services are to be rendered or performed by a person whose practice is regulated by law and whose services require knowledge of an advanced type in a field of learning acquired by formalized course of specialized training and study.
- 3. Notice of this Resolution shall be published in The Trenton Times, Trenton, New Jersey, within ten (10) days of passage, as required by law.
- 4. The Clerk to the Board shall forward two (2) certified copies of the Resolution and two copies of the Agreement to the Office of Insurance and Property for further distribution.

Leaker IV. Warthy
Clerk to the Board

Approved as to Form and Legality	Date
	July 18, 2019
County Counsel	***************************************

ACCEPTANCE OF DRAINAGE EASEMENT FROM THE BOROUGH OF PENNINGTON TO THE COUNTY OF MERCER FOR THE PURPOSE OF STORM DRAINAGE, BLOCK 206, LOTS 5 AND 12, WEST DELAWARE AVENUE, AKA MERCER COUNTY ROUTE 640, PENNINGTON BOROUGH, MERCER COUNTY. COUNTY FUNDS: \$1.00

WHEREAS, the Borough of Pennington, a body politic of the State of New Jersey, whose principal office is located at 30 North Main Street, Pennington, New Jersey 08534, has granted a portion of the premise known and designated as Block 206, Lots 5 and 12, further described as a portion of the property West Delaware Avenue (Mercer County Route 640), located in the Borough of Pennington, County of Mercer, State of New Jersey, to the County of Mercer, for the purposes as set forth in the Drainage Easement, which is attached hereto and made a part hereof; and,

WHEREAS, this Drainage Easement is in compliance with the conditional site plan approval of Block 206, Lot 13 on the tax map of the Borough of Pennington as stated in the September 21, 2017 Mercer County Planning Board Planning letter; and,

WHEREAS, it is in the best interest of the County to accept said Drainage Easement; now, therefore,

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FREEHOLDER	Aye	Nay	N.V.	Abs.	Res.	Sec.	FREEHOLDER	Aye	Nay	N.V.	Abs.	Res	Sec.
Саппоп	X				1	 	Melker	1130	1 tay	1.4.4.	Aus.	I.GZ	Sec.
Colavita	X	<u> </u>					Walter	×			<u> </u>		
Frisby				X		-	Cimino	X			 	 	ļ
Koontz	X			- -	<u> </u>			1					
			−Indic Res.—I			Abs oved	.—Absent Sec.—Resol	N.V.—			L	<u>İ</u>	

RESOLUTION NO. 2019-332

-2-

BE IT RESOLVED, that the Drainage Easement dated May 10, 2019, dedicating to the County of Mercer, rights to a portion of the land located upon Block 206, Lots 5 and 12 by the Borough of Pennington, shall be accepted for the consideration of \$1.00 for the purpose of storm drainage in the Borough of Pennington, County of Mercer, State of New Jersey, upon approval as to form and execution by County Counsel; and,

BE IT FURTHER RESOLVED, that the Clerk to the Board shall return two (2) said original Drainage Easements to the Director of the Mercer County Planning Division, along with two (2) certified copies of this Resolution for further processing.

Selece IV. Wathy

Approved as to form and Legality	Date
	July 18, 2019
County Counsel	***************************************

COUNTY EXECUTIVE AND CLERK TO THE BOARD AUTHORIZED TO EXECUTE AN **AGREEMENT** (AWARDED THROUGH A NON-FAIR AND OPEN PROCESS) WITH X-RAY IMAGING. INC. **FOR** MAINTENANCE TO THE X-RAY SECURITY SYSTEMS MERCER FOR THE COUNTY SHERIFF'S DEPARTMENT. PERIOD: **FEBRUARY** 12, 2019 THROUGH FEBRUARY 11, 2020. AMOUNT NOT TO EXCEED \$18,685.00

WHEREAS, the County of Mercer has a need for maintenance to the current X-Ray Security Systems for the Mercer County Sheriff's Department and will award a contract through a "non-fair and open contract", pursuant to the provisions of N.J.S.A. 19:44A-20.4; and,

WHEREAS, Mercer County has determined and certified in writing that the value of the acquisition will exceed \$17,500.00; and,

WHEREAS, X-Ray Imaging, Inc. 459 West Main St. Wyckoff, N.J. 07481, has agreed to provide maintenance to the current X-Ray Security Systems through February 12, 2019 through February 11, 2020 for the Mercer County Sheriff's Department in a total amount not to exceed \$18,685.00; and,

····	****				RE	COR	D OF VOTE						
FREEHOLDER	Aye	Nay	N.V.	Abs.	Res.	Sec.	FREEHOLDER	Aye	Nay	N.V.	Abs.	Res	Sec.
Cannon	X				J		Melker		1	 	×		
Colavita	×					V	Walter	×			† · · · ·	†	
Frisby			1	X			Cimino	X	<u> </u>				1
Koontz	X							-	 		·		1
			—Indic Res.—]					N.V.— lution		_			1

WHEREAS, X-Ray Imaging, Inc., has completed and submitted a Business Entity Disclosure Certification and a Personal Contribution Disclosure form which certifies that X-Ray Imaging, Inc. has not made any reportable contributions to a political or candidate committee in the County of Mercer in the previous one year, and that the contract will prohibit X-Ray Imaging, Inc. from making any reportable contributions through the term of the contract; and,

WHEREAS, the Chief Financial Officer of Mercer County has certified in writing the availability of funds for the purposes set forth in this Resolution; said certification is on file with the Clerk to the Board and funds are contingent upon inclusion in and adoption of 2019 and 2020 Mercer County Budgets; and,

BE IT RESOLVED, that:

- 1. The County Executive and Clerk to the Board are hereby authorized to execute an Agreement (awarded through a non-fair and open process) with X-Ray Imaging, Inc. for maintenance to the X-Ray Security Systems for the Mercer County Sheriff Department for the period of February 12, 2019 through February 11, 2020, in the total amount not to exceed \$18,685.00.
- 2. The Political Contribution Disclosure and Business Entity Disclosure Contribution Form certification shall be placed on file with this Resolution.
- 3. The Clerk to the Board shall forward an executed copy of the Agreement along with a certified copy of this Resolution to the Mercer County Sheriff's Office and Mercer County Purchasing Department.

Serleses IV. Worthy Clerk to the Board

Approved as to Form and Legality	Date
County Counsel	July 18, 2019

COUNTY EXECUTIVE AND CLERK TO THE BOARD AUTHORIZED TO EXECUTE A PROPRIETARY SOFTWARE MAINTENANCE AND SUPPORT AGREEMENT WITH TRAPEZE SOFTWARE GROUP, INC. FOR TRADE TRANSPORTATION. PERIOD: JUNE 1, 2019 THROUGH MAY 31, 2021 WITH AN OPTION TO EXTEND FOR ONE YEAR. AMOUNT NOT TO EXCEED \$64,552.00

WHEREAS, the County of Mercer is in need of software maintenance and support for scheduling and dispatch software for TRADE Transportation; and,

WHEREAS, the County of Mercer has negotiated a Proprietary Software Maintenance Agreement with Trapeze Software Group, Inc., P.O. Box 202528, Dallas, TX, 75320-2528 for software maintenance and support for the scheduling and dispatch software for TRADE Transportation, in the amount not to exceed \$64,552.00; for the period of June 1, 2019 through May 31, 2021, with an option to extend for one year; and,

WHEREAS, the Local Public Contracts Law (N.J.S.A 40A:11.5(1)(dd) provides an exception to the bidding requirements for the provision or performance of goods or services for the support or maintenance of proprietary computer hardware and software; and,

					RE	COR	D OF VOTE	·			· · · · · · · · · · · · · · · · · · ·		
FREEHOLDER	Aye	Nay	N.V.	Abs.	Res.	Sec.	FREEHOLDER	Aye	Nay	N.V.	Abs.	Res.	Sec.
Cannon	X				1	,	Melker	1	 		X	 	1
Colavita	X					V	Walter	X	 	 		 	+
Frisby				X		*	Cimino	X	<u> </u>	 	<u> </u>	İ	†
Koontz	X									<u> </u>		 	
	1			ates Vo Resolu			.—Absent Sec.—Resol	N.V.— lution		•	<u> </u>		<u> </u>

WHEREAS, the Chief Financial Officer of Mercer County has certified in writing the availability of funds for the purpose set forth in this Resolution; said certification is on file with the Clerk to the Board and funds are available in the 2019 Mercer County Budget and are contingent upon the inclusion in and adoption of the 2020 and 2021 Mercer County budget; now, therefore,

BE IT RESOLVED, that:

- 1. The County Executive and Clerk to the Board are hereby authorized to execute a Proprietary Maintenance and Support Agreement with Trapeze Software Group, Inc., for software maintenance and support to be provided to TRADE Transportation for scheduling and dispatch software for the period of June 1, 2019 through May 31, 2021, with an additional one (1) year option to extend, in an amount not to exceed \$64,552.00.
- 2. The Clerk to the Board shall forward a copy of this Resolution and an executed copy of the Agreement to the Purchasing Department for further distribution.

Seelenes IV. Worthing

Approved as to Form and Legality	Date
	July 18, 2019
County Counsel	

COUNTY EXECUTIVE AND CLERK TO THE BOARD AUTHORIZED TO EXECUTE A LEASE AGREEMENT BETWEEN MERCER COUNTY AND THE NEW JERSEY TRANSIT CORPORATION FOR THE TRANSFER AND USE OF A 2018 FORD E-450 VEHICLE (ID# 16-1997) FOR USE BY MERCER COUNTY TRADE TRANSPORTATION (NO COUNTY COST)

WHEREAS, New Jersey Transit has funding through the Federal Transit Administration's Section 5310 Program to provide transit vehicles to organizations serving senior citizens and people with disabilities; and,

WHEREAS, the County of Mercer is providing transportation to residents of Mercer County who are elderly (age 60+) and people with disabilities through TRADE (Transportation Resources to Aid the Disadvantaged and Elderly); and,

WHEREAS, the County of Mercer is eligible to enter into a Lease Agreement with the New Jersey Transit Corporation for the transfer and use of a 2018 Ford E-450 vehicle (ID# 16-1997), at no cost to Mercer County; now, therefore,

RECORD OF VOTE													
FREEHOLDER	Aye	Nay	N.V.	Abs.	Res.	Sec.	FREEHOLDER	Aye	Nay	N.V.	Abs.	Res.	Sec.
Cannon	X				V	/	Melker	1	1		X	<u> </u>	†
Colavita	X					V	Walter	×					1
Frisby				X			Cimino	X					
Koontz	X							*			ļ		
		X	-Indic	ates V	ote	Abs	.—Absent	N.V.—	Not V	oting	1		4
]	Res.—	Resolu	tion M	oved	Sec.—Reso	lution	Secon	ded			

-2-

BE IT RESOLVED, that:

- 1. The County Executive and Clerk to the Board are hereby authorized to execute a Lease Agreement between Mercer County and the New Jersey Transit Corporation for the transfer and use of a 2018 Ford E-450 vehicle (ID# 16-1997) for use by Mercer County TRADE Transportation, at no cost to the County.
- 2. The Clerk to the Board shall forward three (3) originally executed copies of the Lease Agreement, together with a certified copy of this Resolution to Christopher Uffer, Office of Local Programs, New Jersey Transit Corporation, 1 Penn Plaza East, Newark, New Jersey 07105; to the Deputy Administrator of the Mercer County Department of Transportation and Infrastructure, and to the Director of TRADE.

Lenker II. Whatty

Approved as to Form and Legality	Date
County Counsel	July 18, 2019

COUNTY EXECUTIVE AND CLERK TO THE BOARD AUTHORIZED TO EXECUTE AN AGREEMENT BETWEEN THE NEW JERSEY DEPARTMENT OF MILITARY AND VETERANS AFFAIRS AND THE COUNTY OF MERCER FOR THE PROVISION OF TRANSPORTATION **SERVICES MERCER** TO **VETERANS** COUNTY BYTRANSPORTATION RESOURCES TO AID THE DISADVANTAGED AND ELDERLY (T.R.A.D.E.). PERIOD: JULY 1, 2019 THROUGH JUNE 30, 2020. AMOUNT: \$15,000.00

WHEREAS, the New Jersey Department of Military and Veterans' Affairs has available \$15,000.00 in funding to provide transportation services provided to Mercer County veterans; and,

WHEREAS, Mercer County T.R.A.D.E. provides transportation services to seniors and people with disabilities and would recover costs expended to provide these services to Mercer County veterans; now, therefore,

Clerk to the	Board

····					RE	COR	D OF VOTE				····		
FREEHOLDER	Aye	Nay	N.V.	Abs.	Res.	Sec.	FREEHOLDER	Aye	Nay	N.V.	Abs.	Res.	Sec.
Cannon	X				1		Melker	†		 	X	 	†
Colavita	X					1	Walter	×	 	 		ļ	
Frisby				X			Cimino	×					
Koontz	X							- Z-					
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-2-

BE IT RESOLVED, that:

- 1. The County Executive and Clerk to the Board be and they are hereby authorized to execute an Agreement between the NJ Department of Military and Veterans' Affairs and the County of Mercer to provide transportation services to Mercer County Veterans by T.R.A.D.E., in the amount of \$15,000.00 for the period of July 1, 2019 to June 30, 2020.
- 2. The Clerk to the Board shall forward a certified copy of this Resolution, together with 2 original copies of the executed Agreement to the NJ Department of Military and Veterans' Affairs (DVS), Eggert Crossing Road, Post Office Box 340, Trenton, NJ 08625-0340, Attn: Patricia Richter, and one copy each to the Deputy Administrator of the Mercer County Department of Transportation and Infrastructure and the Director of TRADE.

Leilenes II. Illating

Approved as to Form and Legality	Date
	July 18, 2019
County Counsel	***************************************

COUNTY EXECUTIVE AND CLERK TO THE BOARD AUTHORIZED TO EXECUTE A CHANGE ORDER NO. 1 AND FINAL WITH SOUTH STATE INC. FOR WATER MAIN INSTALLATION AT TRENTON-FOR THE QUADRANT NORTH \$15,004.05 **INCREASE:** MERCER AIRPORT. **TOTAL CONTRACT** REVISED (+3.34%).AMOUNT: \$463,374.05 (AB2018-38)

WHEREAS, Mercer County entered into an Award of Bid with South State, Inc. for water main installation at North Quadrant for the Trenton-Mercer Airport in the total amount of \$448,370.00, as per Resolution No. 2018-547, adopted on November 19, 2018; and,

WHEREAS, it became necessary to increase three (3) bid items in the Scope of Work; and,

WHEREAS, for final completion of the project, a Change Order No. 1 and Final is now required to increase the contract amount by an additional \$15,004.05 (+3.34%) over the original contract amount, resulting in a revised contract total amount of \$463,374.05; now, therefore,

		, , ,			RE	COR	D OF VOTE		<u></u>		· · · · · · · · ·		
FREEHOLDER	Aye	Nay	N.V.	Abs	Res.	Sec.	FREEHOLDER	Aye	Nay	N.V.	Abs.	Res.	Sec.
Cannon	X				V		Melker	1			X	1	
Colavita	×					V	Walter	×					
Frisby				X			Cimino	×					
Koontz	X												1
			—Indic Res.—				.—Absent Sec.—Reso	N.V.— lution		_	<u> </u>	1	.

RESOLUTION NO. 2019–337

-2-

BE IT RESOLVED, that the County Executive and Clerk to the Board are hereby authorized to execute a Change Order No. 1 and Final with South State Inc. for water main installation at North Quadrant for the Trenton-Mercer Airport, increasing the contract amount by \$15,004.05 (+3.34%) over the original contract amount, resulting in a revised contract total amount of \$463,374.05; and,

BE IT FURTHER RESOLVED, that the Clerk to the Board shall forward one (1) certified copy of this Resolution, along with one (1) executed Change Order to South Street Inc., 200 Reeves Road, Bridgeton, NJ 08302, and one (1) copy of each to the Deputy Administrator, Department of Transportation and Infrastructure, the County Counsel, the Purchasing Department, and to the Airport Manager.

Leclenes 3/. Whithey
Clerk to the Board

/ / / ·	Date							
	July 18, 2019							
County Counsel								

AWARD OF BID RECEIVED MAY 8, 2019 TO CNS CLEANING CO., INC., FOR JANITORIAL SERVICES AT THE MERCER COUNTY VETERAN'S HOME AND THE MERCER COUNTY CONNECTION CENTER. AMOUNT NOT TO EXCEED: \$21,120.00 (MERCER COUNTY VETERAN'S HOME - \$7,320.00; MERCER COUNTY CONNECTION CENTER - \$13,800.00) (PLUS HOURLY RATE OF \$16.00 FOR UNSPECIFIED SERVICES REQUIRED). PERIOD: JULY 22, 2019 THROUGH JULY 21, 2021 (AB2019-15)

WHEREAS, the Mercer County Purchasing Agent has advertised for bids for janitorial services at the Mercer County Veteran's Home and the Mercer County Connection Center, through bid terms and specifications, as provided by law; and,

WHEREAS, five (5) separate sealed bids were received on May 8, 2019 in connection with the aforementioned services; and,

WHEREAS, the bidder hereinafter designated is the lowest qualified bidder; and,

					RE	COR	D OF VOTE						
FREEHOLDER	Aye	Nay	N.V.	Abs.	Res_	Sec.	FREEHOLDER	Aye	Nay	N.V.	Abs.	Res.	Sec.
Cannon	X				1	1	Melker				X		
Colavita	×					V	Walter	×	†			 	1
Frisby				X			Cimino	X	 				
Koontz	X												
			—Indic Res.—I				.—Absent Sec.—Resol	N.V.— ution			L	<u> </u>	L

WHEREAS, the bid of CNS Cleaning Co., Inc. 501 Cambria Avenue, Suite 131, Bensalem, PA 19020-7213, shall be awarded for the period of July 22, 2019 to July 21, 2021, in an amount not to exceed \$21,120.00 (Mercer County Veteran's Home - \$7,320.00; Mercer County Connection Center - \$13,800.00) (plus hourly rate of \$16.00 for unspecified services required); and,

WHEREAS, the Chief Financial Officer of Mercer County has certified in writing the availability of funds for the purposes set forth in this Resolution, said certification is on file with the Clerk to the Board and funds are contingent upon the inclusion in and the adoption of the 2019, 2020 and 2021 Mercer County Budget; now, therefore,

BE IT RESOLVED, that the County Executive and Clerk to the Board be and are hereby authorized to execute said contract when presented in a form approved by County Counsel; and,

BE IT FURTHER RESOLVED, that the Clerk to the Board shall forward a copy of this Resolution to the Mercer County Veteran's Home, the Mercer County Connection Center and the Purchasing Department for further distribution.

Secleace II Warthy
Clerk to the Board

Approved as to Form and Legality	Date
County Counsel	July 18, 2019

AWARD OF BID RECEIVED JUNE 4, 2019 TO MARBRO INC. FOR REPLACEMENT OF MERCER COUNTY BRIDGE NO. 330.1 CARRYING ALEXANDER STREET OVER STONY BROOK AND COUNTY BRIDGE NO. 331.1 CARRYING ALEXANDER STREET OVER ALEXANDER CREEK, PRINCETON, NEW JERSEY. TOTAL AMOUNT: \$6,391,117.00. TERM: 135 CALENDAR DAYS FROM NOTICE TO PROCEED OR BEFORE APRIL 10, 2020 (AB2019-27)

WHEREAS, the Mercer County Purchasing Department has advertised for bids for replacement of Mercer County Bridge No. 330.1 Carrying Alexander Street over Stony Brook and County Bridge No. 331.1 Carrying Alexander Street over Alexander Creek, Princeton, New Jersey, through bid terms and specifications, as provided by law; and,

WHEREAS, five (5) separate sealed bids were received on June 4, 2019 in connection with the aforementioned services; and,

WHEREAS, the bidder hereinafter designated is the lowest qualified bidder; and,

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Clerk to the Boa	rd

	**				RE	COR	D OF VOTE					·	
FREEHOLDER	Aye	Nay	N.V.	Abs.	Res.	Sec.	FREEHOLDER	Aye	Nay	N.V.	Abs	Res	Sec.
Cannon	X				V	,	Melker	1	 		×		
Colavita	×					V	Walter	×					
Frisby				X	<u> </u>		Cimino	×	 				
Koontz	×								 	 			
			—Indic Res.—]				.—Absent Sec.—Resol	N.V.— lution			<u>i. </u>		L

WHEREAS, the bid of Marbro, Inc., 127 Pine Street, P.O. Box 134, Montclair, NJ, 07042 shall be awarded in the total amount of \$6,391,117.00 for the period of 135 calendar days from the Notice to Proceed or before April 10, 2020, whichever is earlier; and,

WHEREAS, the Chief Financial Officer of Mercer County has certified in writing the availability of funds for the purposes set forth in this Resolution; said certification is on file with the Clerk to the Board; now, therefore;

BE IT RESOLVED, that the County Executive and Clerk to the Board be and are hereby authorized to execute said contract when presented in a form approved by County Counsel; and,

BE IT FURTHER RESOLVED, that the Clerk to the Board shall forward two certified copies of this Resolution to the Mercer County Engineer and one copy to the Mercer County Purchasing Department for further distribution.

Serles 31. Warthy
Clerk to the Board

Approved as to Form and Legality

Date

July 18, 2019

County Counsel

COUNTY EXECUTIVE AND CLERK TO THE BOARD **AUTHORIZED** TO **EXECUTE** A **GRANT** AGREEMENT WITH ROBBINSVILLE TOWNSHIP FOR THE "MERCER AT PLAY 2" PROGRAM FOR THE **PROJECT** KNOWN AS **INDOOR** GYMNASIUM/MULTI USE RECREATIONAL FACILITY, AND TO ACCEPT THE RESULTING DEED CONSERVATION RESTRICTION. OF. COUNTY COST NOT TO EXCEED: \$500,000.00

WHEREAS, the County of Mercer desires to increase recreational opportunities that are easily accessible to local residents; and,

WHEREAS, the County has initiated a program entitled "Mercer at Play 2" as a way to form partnerships with municipalities to provide such opportunities; and,

WHEREAS, the County solicited proposals from municipalities and groups of municipalities; and,

					RE	COR	D OF VOTE						
FREEHOLDER	Aye	Nay	N.V.	Abs.	Res.	Sec.	FREEHOLDER	Aye	Nay	N.V.	Abs.	Res	Sec.
Cannon	X			1		1	Melker	1.70	1443	1444	X	1402	36.
Colavita	×						Walter	X				ļ	
Frisby				X			Cimino			×			
Koontz	×			-						-			
			-Indic ResI		ote tion M		Absent SecResol	N.V.— ution !]	<u> </u>	<u> </u>

WHEREAS, Robbinsville Township provided a proposal that met the criteria of the program; and,

WHEREAS, Robbinsville Township prepared and executed a Grant Agreement assigning the management responsibilities for the "Mercer At Play 2" Program to Robbinsville Township; and,

WHEREAS, it is a condition of the program that improvements be constructed on land that is deed restricted for active recreation in perpetuity; and,

WHEREAS, the proposed Gymnasium/Multi Use Recreational Facility is not on Green Acres encumbered land; and,

WHEREAS, Robbinsville Township executed a Deed of Conservation restricting the land for the proposed facility to active recreation in perpetuity; and,

WHEREAS, funds for this purpose are available, now therefore,

BE IT RESOLVED, that:

- 1. The County Executive and Clerk to the Board of Chosen Freeholders be and are hereby authorized to execute a Grant Agreement with Robbinsville Township for the "Mercer At Play 2" Program for the project known as Indoor Gymnasium/Multi Use Recreational Facility, in an amount not to exceed \$500,000.00.
- 2. The County Executive and Clerk to the Board of Chosen Freeholders are hereby authorized to accept the Deed of Conservation Restriction for the Indoor Gymnasium/Multi Use Recreational Facility.
- 3. The Clerk to the Board shall forward two (2) copies of the Agreement and (2) copy of the Deed of Conservation Restriction, along with two (2) copies of this Resolution, to the Planning Department for their further disposition.

Leclence IV. Whithy

Clerk to the Board