Approved as to Form and Legality	Date
Mul	February 23, 2016
County Counsel	

COUNTY EXECUTIVE AND CLERK TO THE BOARD AUTHORIZED TO EXECUTE A COMPETITIVE CONTRACT WITH UIH FAMILY PARTNERS INC., FOR EMPLOYMENT PROGRAM SERVICES FOR YOUTH PERIOD: JANUARY 1, 2016 THROUGH DECEMBER 31, 2016. AMOUNT: \$102,331.00 (STATE FUNDS)

WHEREAS, P.L. 1999, C.440 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, the Mercer County Board of Chosen Freeholders has approved competitive contracting for Employment Program services, pursuant to N.J.S.A.40A:11-4.1(b)(2) as per Resolution No. 2014-370, adopted July 17, 2014; and,

WHEREAS, funds for this purpose are contingent upon inclusion in and adoption of the 2016 Mercer County Budget; and,

Clerk to the Board

	RECORD OF VOTE												
FREEHOLDER	Aye	Nay	N.V.	Abs.	Res.	Sec.	FREEHOLDER	Aye	Nay	N.V.	Abs.	Res.	Sec.
Carabelli	X						Koontz	X					
Cimino	X						Walter	×				<u> </u>	-
Colavita	4						Cannon	X					-
Frisby	V							•				1	

X—Indicates Vote

Abs.—Absent

N.V.—Not Voting

Res.—Resolution Moved

Sec.—Resolution Seconded

WHEREAS, the Local Public Contracts Law (N.J.S.A.40A:11-1 et seq.) requires that a notice shall be published stating the nature, duration, service, amount of the Contract and the name of the vendor and a statement 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, for the awarding of Contracts through competitive contracting; now, therefore,

BE IT RESOLVED, that:

- 1. The County Executive and Clerk to the Board are hereby authorized to execute a Competitive Contract with UIH Family Partners, Inc. for Employment Program services for youth for the period of January 1, 2016 through December 31, 2016, amount not to exceed \$102,331.00 (State Funds).
- 2. Notice of this Resolution shall be published in the Trenton Times, Trenton, New Jersey, within ten days of passage, as required by law.
- 3. The Clerk to the Board forward one (1) copy of this Contract along with one (1) certified copy of this Resolution to: Karen Andrade-Mims, Executive Director, UIH Family Partners, Inc., 4 North Broad Street 2nd Floor, Trenton, NJ 08618-4408; one (1) copy of each to the Mercer County Human Services Contract Unit; and one (1) copy to the Chief of the Division of Youth Services.

Julen N. Worthy

COUNTY	OF MERCER,	NEW	JERSEY
	OI MILLIEUMIN	1 1 1 2 2 7 7	O LAKELYAL K

RESOLUTION NO. 2016- 105

Approved as to Form and Legality	Date
	February 23, 2016
County Counsel	

AMEND RESOLUTION NO. 2015-60, ADOPTED JANUARY 22, 2015 AND AUTHORIZE COUNTY EXECUTIVE AND CLERK TO THE BOARD TO EXECUTE AMENDMENT NO. 2 TO THE COMPETITIVE CONTRACT WITH CATHOLIC CHARITIES FOR THE PROVISION OF RAPID RE-HOUSING **SERVICES** FOR HOMELESS FAMILIES IN NEED OF RENTAL ASSISTANCE, INTENSIVE CASE MANAGEMENT, AND WRAP AROUND SERVICES WITH A PREVENTION SERVICES COMPONENT. AMEND RESOLUTION INCREASE THE AMOUNT BYADDITIONAL \$61,000.00 (SSH FUNDS FOR INTENSIVE CASE MANAGEMENT SERVICES JANUARY 1, 2016 THROUGH JUNE 30, 2016). REVISED TOTAL AMOUNT: \$378,586.00 PERIOD REMAINS: JANUARY 1, 2015 TO

DECEMBER 31, 2016

services in the community; as per Resolution No. 2015-60, adopted January 22, 2015; and,

WHEREAS, the County of Mercer entered into a Competitive Contract with Catholic Charities, Diocese of Trenton, for the provision of Rapid Re-Housing services for homeless families in Mercer County with rental assistance, intensive case management, and wrap-around

	RECORD OF VOTE												
FREEHOLDER	Aye	Nay	N.V.	Abs.	Res.	Sec.	FREEHOLDER	Aye	Nay	N.V.	Abs.	Res.	Sec.
Carabelli	X						Koontz	×					
Cimino	X					No.	Walter	×			-	 	
Colavita	X						Cannon	V				<u> </u>	
Frisby	X							1					

X—Indicates Vote

Abs.—Absent

N.V.—Not Voting

Clerk to the Board

Res.—Resolution Moved

Sec.—Resolution Seconded

WHEREAS, an Amendment (Amendment No. 1) was required to the original Competitive Contract to reflect an additional \$30,000.00 (client services) in Social Services to the Homeless (SSH) funds- Homelessness Prevention Services, as a result of the need to allocate additional SSH funds received for the FY 2016 and FY 2017 contracts from the New Jersey Department of Human Services, Division of Family Development (DFD) for a new contract ceiling of \$317,586.00, as per Resolution No. 2015-402, adopted August 13, 2015; and,

WHEREAS, a second Amendment (Amendment No. 2) is now required to reflect the addition of \$61,000.00 in Social Services to the Homeless (SSH) funds—received for the FY 2016 contract from the State of New Jersey, Department of Human Services (NJDHS), Division of Family Development (DFD), for Intensive Case Management Services for the period of January 1, 2016 through June 30, 2016, resulting in a new contract amount of \$378,586.00; and,

WHEREAS, Amendment No. 2 reflects the increased allocation, as follows: Social Services to the Homeless (SSH) dollars for Intensive Case Management (ICM) Services in the amount of \$61,000.00 (\$35,000.00 – Full Time Employee, \$14,000.00 – Fringe and Indirect, \$12,000.00 – Prevention). These Social Services to the Homeless (SSH) funds for Intensive Case Management (ICM) are in effect as of January 1, 2016 through June 30, 2016. This supportive service is being made available to Emergency Assistance (EA) recipients who are being closed for exhausting their total Emergency Assistance (EA) time limit. These county residents are Supplemental Security Income (SSI) recipients that received Emergency Assistance (EA) through the Housing Assistance Program (HAP) or are Work First New Jersey (WFNJ) recipients receiving Emergency Assistance (EA) through the Housing Hardship Extension (HHE); and,

WHEREAS, funds for this purpose are contingent upon inclusion and adoption of the 2016 Mercer County Budget; and,

WHEREAS, the Mercer County Board of Chosen Freeholders approved competitive contracting for homeless services, pursuant to Resolution No. 2014-233, adopted April 24, 2014; now, therefore,



BE IT RESOLVED, that:

- 1. The County Executive and Clerk to the Board are hereby authorized to execute Amendment No. 2 to the Competitive Contract with Catholic Charities to accept additional Social Services for the Homeless (SSH) funds in the amount of \$61,000.00, resulting in a revised contract total amount of \$378,586.00 for an increase in the expected number of clients to receive Intensive Case Management Services (ICM), for the period of January 1, 2016 through June 30, 2016.
- 2. The County Executive and Clerk to the Board be and hereby authorized to execute Amendment No. 2 to said Competitive Contract.
- 3. Notice of this Resolution shall be published in the Trenton Times newspaper, Trenton, New Jersey, within ten days of passage, as required by law.
- 4. The Clerk to the Board shall forward one (1) executed copy of the Amendment No. 2 along with one (1) certified copy of this Resolution to the Executive Director, Catholic Charities, Diocese of Trenton, 383 West State Street, Trenton, NJ 08608-1423; one (1) copy of each to Catholic Charities, Diocese of Trenton Business Manager, Emergency & Community Services, 132 North Warren Street, Trenton, NJ 08611; one (1) copy to the Mercer County Department of Human Services Contract Unit; and one (1) copy to the Office on HSAC-Homeless Services.

Julese N. Worthy

106

Approved as to Form and Legality	Date
County Counsel	February 23, 2016

COUNTY EXECUTIVE AND CLERK TO THE BOARD AUTHORIZED TO EXECUTE A LEASE AGREEMENT FOR A MERCER COUNTY NUTRITION SITE WITH THE TOWNSHIP OF EWING FOR USE OF THE HOLLOWBROOK COMMUNITY CENTER. PERIOD: JANUARY 1, 2016 TO DECEMBER 31, 2017. AMOUNT NOT TO EXCEED \$21,000.00 (\$10,500.00 2016; \$10,500.00 2017) (COUNTY FUNDS)

WHEREAS, the County of Mercer is desirous of entering into a Lease Agreement for use of the following site as stipulated:

Site #11 Hollowbrook Community Center - food preparation area and dining room of the site located at 320 Hollowbrook Drive, Ewing. Rent for the entire term of the Lease Agreement is \$21,000.00 (\$10,500.00 2016; \$10,500.00 2017); and,

WHEREAS, said premises will be used by the County of Mercer for the Mercer County Nutrition Project for the implementation of a Senior Citizen Nutrition Program; and,

Clerk to the Board

	RECORD OF VOTE												
FREEHOLDER	Aye	Nay	N.V.	Abs.	Res.	Sec.	FREEHOLDER	Aye	Nay	N.V.	Abs.	Res.	Sec.
Carabelli	X						Koontz	X				<u> </u>	
Cimino	X						Walter	X				1	
Colavita	¥						Cannon	X				1	
Frisby	X				No.								

X—Indicates Vote

Abs.—Absent

N.V.—Not Voting

Res.—Resolution Moved

Sec.—Resolution Seconded

WHEREAS, it is deemed to be in the best interest of the County of Mercer to enter into a Lease Agreement upon said premises with the terms and conditions as set forth therein; and,

WHEREAS, funds for this purpose is contingent upon inclusion and approval of the 2016 and 2017 Mercer County Budgets; now, therefore,

BE IT RESOLVED, that:

- 1. The County Executive and Clerk to the Board are hereby authorized to execute the following Lease Agreement:
 - Site #11 Hollowbrook Community Center for the implementation of the Mercer County Senior Nutrition Project upon approval as to form and execution by the County Counsel.
- 2. The Clerk to the Board shall forward a certified copy of this Resolution and an executed copy of the Lease Agreement to the respective contractor; to the Mercer County Department of Human Services Contract Unit, and to the Chief of the Nutrition Project for the Elderly.

Levelese N. Worthy

Approved as to Form and Legality	Date
1021	February 23, 2016
County Councel	

COUNTY EXECUTIVE AND CLERK TO THE BOARD AUTHORIZED TO EXECUTE A LEASE AGREEMENT FOR A MERCER COUNTY NUTRITION SITE WITH THE TOWNSHIP OF HAMILTON FOR USE OF THE JOHN Ο. WILSON **HAMILTON** NEIGHBORHOOD CENTER. PERIOD: JANUARY 1, 2016 TO DECEMBER 31, 2017. AMOUNT NOT TO EXCEED \$13,690.00 (\$6,845.00 -2016; \$6,845.00 -2017) (COUNTY FUNDS)

WHEREAS, the County of Mercer is desirous of entering into a Lease Agreement for use of the following site as stipulated:

Site #6 John O. Wilson Hamilton Neighborhood Center - food preparation area and dining room of the site located at 169 Wilfred Avenue, Hamilton. Rent for the entire term of the Lease Agreement is \$13,690.00 (\$6,845.00 2016; \$6,845.00 2017); and,

WHEREAS, said premises will be used by the County of Mercer for the Mercer County Nutrition Project for the implementation of a Senior Citizen Nutrition Program; 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.
Carabelli	X						Koontz	%				ļ ————	
Cimino	X.						Walter	×					
Colavita	×				T	-	Cannon	8	<u> </u>	<u> </u>			
Frisby	X	-											-

WHEREAS, it is deemed to be in the best interest of the County of Mercer to enter into a Lease Agreement upon said premises with the terms and conditions as set forth therein; and,

WHEREAS, funds for this purpose are contingent upon inclusion and approval of the 2016 and 2017 Mercer County Budgets; now, therefore,

BE IT RESOLVED, that:

- 1. The County Executive and Clerk to the Board are hereby authorized to execute the following Lease Agreement:
 - Site #6 John O. Wilson Hamilton Neighborhood Center for the implementation of the Mercer County Senior Nutrition Project upon approval as to form and execution by County Counsel.
- 2. The Clerk to the Board shall forward a certified copy of this Resolution and an executed copy of the Lease Agreement to the respective contractor; to the Mercer County Department of Human Services Contract Unit, and to the Chief of the Nutrition Project for the Elderly.

Juleur N. Worthy

Approved as to Form and Legality	Date
	February 23, 2016
County Coyngel	

COUNTY EXECUTIVE AND CLERK TO THE BOARD AUTHORIZED TO EXECUTE A LEASE AGREEMENT FOR A MERCER COUNTY NUTRITION SITE WITH THE TOWNSHIP OF LAWRENCE. PERIOD: JANUARY 1, 2016 TO DECEMBER 31, 2018. AMOUNT NOT TO EXCEED: \$3.00 [(\$1.00 PER ANNUM-COUNTY FUNDS), PLUS ANNUAL ELECTRICAL PAYMENTS NOT TO EXCEED \$2,000.00 PER YEAR]

WHEREAS, the County of Mercer is desirous of entering into a Lease Agreement for use of the following site as stipulated:

Site #3. Lawrence Township Senior Citizen Center, food preparation area and a portion of the muli-purpose room located at 30 Darrah Lane East, Lawrence Township, New Jersey. Rent for the entire term of the Lease is \$3.00 (\$1.00 per annum), plus annual electrical payments not to exceed \$2,000.00 per year; and,

WHEREAS, said premises will be used by the County of Mercer for the Mercer County Nutrition Project for the implementation of a Senior Citizen Nutrition Program; and,

\cdot

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.
Carabelli	X						Koontz	×	 				
Cimino	X						Walter	18					<u> </u>
Colavita	×						Cannon	×				 	
Frisby	X							-				 	

X—Indicates Vote

Abs.—Absent

N.V.-Not Voting

Res.—Resolution Moved

Sec.—Resolution Seconded

WHEREAS, it is deemed to be in the best interest of the County of Mercer to enter into said Lease upon said premises with the terms and conditions as set forth therein; and,

WHEREAS, funds for this purpose are contingent upon inclusion in and approval of the 2016, 2017, and 2018 Mercer County Budgets; now, therefore,

BE IT RESOLVED, that:

- 1. The County Executive and Clerk to the Board are hereby authorized to execute the following Lease Agreement:
 - Site #3 Lawrence Township Senior Citizen Center for the implementation of the Senior Citizen Nutrition Program upon approval as to form and execution by the County Counsel.
- 2. The Clerk to the Board shall forward a certified copy of this Resolution and an executed copy of the Lease Agreement to the respective contractor; to the Mercer County Department of Human Services Contract Unit and to the Chief of the Nutrition Project for the Elderly.

Juleau N. Worthy

Approved as to Form and Legality	Date
[Mul	February 23, 2016
County Counsel	***************************************

COUNTY EXECUTIVE AND CLERK TO THE BOARD AUTHORIZED TO EXECUTE A LEASE AGREEMENT FOR A MERCER COUNTY NUTRITION SITE WITH THE BOROUGH OF PENNINGTON FOR USE OF THE HOPEWELL VALLEY SENIOR CITIZENS' CENTER. PERIOD: JANUARY 1, 2016 TO DECEMBER 31, 2017. AMOUNT NOT TO EXCEED \$22,500.00 (\$11,000.00 2016; \$11,500.00 2017) (COUNTY FUNDS)

WHEREAS, the County of Mercer is desirous of entering into a Lease Agreement for use of the following site as stipulated:

Site #8 Hopewell Valley Senior Citizens' Center - food preparation area and dining room of the site located at 395 Reading Avenue, Pennington. Rent for the entire term of the Lease Agreement is \$22,500.00 (\$11,000.00 2016; \$11,500.00 2017); and,

WHEREAS, said premises will be used by the County of Mercer for the Mercer County Nutrition Project for the implementation of a Senior Citizen Nutrition Program; and,

Clerk to the Board

					RE	COR	D OF VOTE						
FREEHOLDER	Aye	Nay	N.V.	Abs.	Res.	Sec.	FREEHOLDER	Aye	Nay	NV.	Abs.	Res.	Sec.
Carabelli	X						Koontz	×				1	
Cimino	X						Walter	X				1	
Colavita	×						Cannon	×				<u> </u>	
Frisby	X							†	1			ļ	

X—Indicates Vote

Abs.—Absent

N.V.—Not Voting

Res.—Resolution Moved

Sec.—Resolution Seconded

WHEREAS, it is deemed to be in the best interest of the County of Mercer to enter into a Lease Agreement upon said premises with the terms and conditions as set forth therein; and,

WHEREAS, funds for this purpose are contingent upon inclusion and approval of the 2016 and 2017 Mercer County Budget; now, therefore,

BE IT RESOLVED, that:

1. The County Executive and Clerk to the Board are hereby authorized to execute the following Lease Agreement:

Site #8 Hopewell Valley Senior Citizens' Center for the implementation of the Mercer County Senior Nutrition Project upon approval as to form and execution by the County Counsel.

2. The Clerk to the Board shall forward a certified copy of this Resolution and an executed copy of the Lease Agreement to the Borough of Pennington, 30 North Main Street, Pennington, NJ 08534; to the Mercer County Department of Human Services Contract Unit, and to the Chief of the Nutrition Project for the Elderly.

Jalen N. Worthy

Clerk to the Board

Approved as to Form and Legality	Date
	February 23, 2016
County Chunsel	

AMEND RESOLUTION NO. 2011-97, ADOPTED FEBRUARY 24, 2011 AND COUNTY EXECUTIVE AND CLERK TO THE BOARD AUTHORIZED TO EXECUTE AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICE AGREEMENT WITH BOSWELL ENGINEERING TO PROVIDE ENGINEERING SERVICES TO DESIGN THE REPLACEMENT OF INTERCOUNTY BRIDGE NO. 350.3, CHERRY VALLEY ROAD OVER A BRANCH OF BEDEN'S BROOK - PRINCETON AND MONTGOMERY TOWNSHIP - COUNTIES OF MERCER AND SOMERSET — AMEND RESOLUTION TO INCREASE THE ORIGINAL CONTRCT AMOUNT BY AN ADDITIONAL \$12,000.00, RESULTING IN A REVISED TOTAL AMOUNT OF \$101,515.23. TERM: COMPLETION OF THE DESIGN PROJECT

WHEREAS, the County of Mercer entered into a Professional Services Agreement with Boswell Engineering for the design the replacement of Inter-County County Bridge No. 350.3, carrying Cherry Valley Road over Beden's Brook, Princeton, County of Mercer and Township of Montgomery, County of Somerset, State of New Jersey, in the amount of \$89,515.23, as per Resolution No. 2011-97, adopted February 24, 2011; and,

WHEREAS, due to an approval delay from the New Jersey Conservation Office, the project design had to be modified; and,

RECORD OF VOTE FREEHOLDER N.V. FREEHOLDER Aye Nav Abs. Res. Sec. Aye Nay NV. Abs. Res. Sec. Carabelli X Koontz Cimino Walter × X Colavita × Cannon X Frisby

WHEREAS, an Amendment (Amendment No. 1) to said Resolution is now required to increase funding by an additional \$12,000.00, resulting in a revised total amount of \$101,515.23; and,

WHEREAS, funds for this purpose are contingent upon the inclusion in and the adoption of the 2016 Mercer County Budget; and,

WHEREAS, according to New Jersey Statute 40A:11-15(9), the terms of the Agreement, as amended, shall remain in effect until completion of the design project; now, therefore,

BE IT RESOLVED, that:

- 1. Resolution No. 2011-97, adopted February 24, 2011, be and is hereby amended (Amendment No. 1)
- 2. The County Executive and Clerk to the Board be and are hereby authorized to execute an Amendment (Amendment No. 1) to the Agreement with Boswell Engineering for the design services for the construction of Bridge 350.3, Cherry Valley Road over a branch of Beden's Brook, Princeton and Montgomery Township, Mercer and Somerset Counties, in an additional amount not to exceed \$12,000.00, resulting in a revised contract amount of \$101,515.23.
- 3. The Clerk to the Board shall forward three (3) executed copies of the Agreement along with three (3) certified copies of this Resolution to the Office of the Mercer County Engineer for further distribution and one (1) copy of each to the Director/Deputy Administrator of the Mercer County Department of Transportation and Infrastructure.

Levelene IV. Worthy

Approved as to Form and Legality	Date
	February 23, 2016
County Counsel	

COUNTY EXECUTIVE AND CLERK TO THE BOARD EXECUTE Α **PROFESSIONAL** AUTHORIZED TO SERVICES AGREEMENT (AWARDED THROUGH A NON-WITH PRINCETON **OPEN** PROCESS) **FAIR** P.C. TO CONDUCT ENGINEERING JUNCTION PROPERTY SURVEY AND SUBDIVISION ON COUNTY OWNED PARKLAND, BLOCK 24.14, LOT 24, WEST PERIOD: FEBRUARY 23, 2016 WINDSOR TOWNSHIP. (REPORT DUE IN THROUGH FEBRUARY 23, 2017 (SIXTY) 60 DAYS) COST NOT TO EXCEED \$4,950.00

WHEREAS, Mercer County has a need for a property subdivision and metes and bounds description under the Open Space Preservation Program, awarded through a "non-fair and open contract", pursuant to the provisions of N.J.S.A. 19:44A-20.4; and,

WHEREAS, the aforementioned work requires services of a professional nature; and,

WHEREAS, the anticipated term of this contract is 365 days; and,

WHEREAS, Princeton Junction Engineering P.C., North Post Road, P.O. Box 610, Princeton Junction, New Jersey, 08550, has submitted a proposal dated December 15, 2015 indicating they will provide the property survey in an amount not to exceed \$4,950.00; 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.
Carabelli	X						Koontz	X	-			·	1
Cimino	×					84	Walter	×					
Colavita	×						Cannon	K					
Frisby	X											<u> </u>	
		X-	—Indic	ates V	ote	Abs	s.—Absent	N.V.—	-Not V	oting	1		_L

WHEREAS, Princeton Engineering P.C. has completed and submitted a Business Entity Disclosure Certification, which certifies that Princeton Engineering P.C., has not made any reportable contributions to a political or candidate committee or elected officials of the County of Mercer in the previous one year, and that the contract will prohibit Princeton Engineering P.C. 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, such certification on file with the Clerk of the Board and such funds are provided for in the Mercer County Open Space Trust Fund; now, therefore,

BE IT RESOLVED, that:

- 1. The County Executive and Clerk to the Board be and are hereby authorized to execute a Professional Services Agreement "awarded through a non-fair and open process" with Princeton Junction Engineering, P.C., for a property survey and subdivision on County owned Parkland, Block 24.14, Lot 24, West Windsor Township, in an amount not to exceed \$4,950.00, for a one year period commencing on February 23, 2016 and a Report due in sixty days.
- 2. The Business Disclosure Entity Certification and the Determination of Value be placed on file with this Resolution.
- 3. The New Jersey Public Contracts Law, N.J.S.A. 40A:11-1 et. seq. permits the award of contracts for professional services, such as the one involved in this engagement without competitive bidding.
- 4. The New Jersey Public Contracts Law, N.J.S.A. 40 A:11-1 et seq., permits the award of contracts for professional services, such as the one involved in this engagement, without competitive bidding.

• • •	••	••		•	•	•	•	•	•	•			•	•	•	•				•	•	•	•		•	•		•		٠,	•	•	•		•	•	••	••	
																(1	l	2	r	/	ī	ı	t	9		ť	h	l	e	ł	3	6)	a	u	r	d	ļ

- 5. This contract has been awarded to Princeton Junction Engineering P.C., based on the merits and abilities of Princeton Junction Engineering P.C., to provide the goods or services as described herein. This contract was not awarded through a "fair and open process" pursuant to N.J.S.A. 19:44A-20.4 et seq. As such, the undersigned does hereby attest that Princeton Junction Engineering P.C., its subsidiaries, assigns, or principals controlling in excess of 10% of the company has neither made a contribution, that is reportable pursuant to the Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-8 or 19:44A-16, in the one (1) year period preceding the award of the contract that would, pursuant to P.L. 2004. c. 19, affect its eligibility to perform this contract, nor will it make a reportable contribution during the term of the contract to any political party committee in Mercer County if a member of that political party is serving in an elective public office of Mercer County when the contract is awarded, or to any candidate committee of any person serving in an elective public Office of Mercer County when the contract is awarded.
- 6. Notice of this Resolution shall be published in the Trenton Times (Trenton, New Jersey), within ten (10) days of passage, as required by law.
- 7. The Clerk to the Board shall forward two (2) copies of this Resolution and two (2) copies of the contract to the Mercer County Planning Division for further distribution.

Jules N. Worthy

Approved as to Form and Legality	Date
	February 23, 2016
County Counsel	

COUNTY EXECUTIVE AND CLERK TO THE BOARD AUTHORIZED TO EXECUTE A PROFESSIONAL SERVICE CONTRACT (AWARDED THROUGH A "NON-FAIR AND OPEN PROCESS") WITH THE FIRM OF GENOVA BURNS, LLC, TO PROVIDE LEGAL SERVICES. AMOUNT NOT TO EXCEED: \$200,000.00 PERIOD: JANUARY 1, 2016 THROUGH DECEMBER 31, 2016 (COUNTY FUNDS)

WHEREAS, Mercer County has a need to acquire professional legal services awarded through a non-fair and open contract, pursuant to the provisions of N.J.S.A. 19:44-20.4 and N.J.S.A. 40:11-5(1)(a); and,

WHEREAS, Mercer County has determined and certified in writing that the value of the acquisition will not exceed \$200,000.00; and,

WHEREAS, Genova, Burns, LLC, 494 Broad Street, Newark, New Jersey 07102-3230 has agreed to provide professional legal services, labor, employment, and litigation matters to the County of Mercer, at an hourly rate of \$175.00 for labor matters and \$200.00 for litigation matters for an amount not to exceed \$200,000.00, for the period of January 1, 2016 to December 31, 2016; and,

Clerk to the Board

					<u>RE</u>	COR	D OF VOTE						
FREEHOLDER	Aye	Nay	N.V.	Abs.	Res.	Sec.	FREEHOLDER	Aye	Nay	N.V.	Abs.	Res.	Sec.
Carabelli	X			1			Koontz	×					
Cimino	X					B.	Walter	X					
Colavita	X						Cannon	X					
Frisby	X												+

X-Indicates Vote

Abs.—Absent

N.V.—Not Voting

Res.—Resolution Moved

Sec.—Resolution Seconded

WHEREAS, Genova Burns, LLC has completed and submitted a Political Contribution Disclosure Certification which certifies Genova Burns, 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 firm of Genova Burns, LLC from making any reportable contributions through the terms 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, such certification is on file with the Clerk to the Board and such funds are contingent upon inclusion in and adoption of 2016 Mercer County Budget; and,

WHEREAS, the Local Public Contracts Law (N.J.S.A. 40A:11-5(1)(a) et seq.) permits a "non-fair and open process" for awarding of contracts for "Professional Services", now therefore,

BE IT RESOLVED, that:

- 1. The County Executive and Clerk to the Board are hereby authorized to execute a Professional Services Contract (awarded through a "non-fair and open process"), with Genova Burns, LLC for labor, employment, and various litigation matters on behalf of the County of Mercer in an amount not to exceed \$200,000.00 for the period of January 1, 2016 through December 31, 2016 (County Funds).
- 2. The Political Contribution Disclosure certification and the Determination of Value be placed on file with this Resolution.
- 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 a certified copy of this Resolution, along with an executed copy of this Contract, to: Genova Burns, LLC, and the Mercer County Counsel's Office.

Seelen N. Worthy

Approved as to Form and Legality	Date
	February 23, 2016
Teps County Counsel	
	·

COUNTY EXECUTIVE AND CLERK TO THE BOARD AUTHORIZED TO EXECUTE A PROFESSIONAL SERVICE CONTRACT (AWARDED THROUGH A NON-FAIR AND OPEN PROCESS) WITH BECKER LLC, FOR PROFESSIONAL LEGAL SERVICES FOR THE MERCER COUNTY CORRECTION CENTER IN CONNECTION WITH EMPLOYMENT LAW MATTERS. AMOUNT: NOT TO EXCEED \$15,000.00. PERIOD: OCTOBER 1, 2015 THROUGH SEPTEMBER 30, 2016. (COUNTY FUNDS)

WHEREAS, Mercer County has a need to acquire professional legal services, "awarded through a non-fair and open contract", pursuant to the provisions of N.J.S.A. 19:44-20.4; and,

WHEREAS, Mercer County has determined and certified in writing that said billing shall not exceed the amount of \$15,000.00; and,

WHEREAS, Becker LLC, Woodland Falls Corporate Center, 220 Lake Drive East, Suite 102, Cherry Hill, New Jersey, 08002, has agreed to provide the services described in the Professional Services Agreement for an amount not to exceed \$15,000.00 for the period of October 1, 2015 through September 30, 2016; and,

Clerk to the Board

Polymphydia y Char	RECORD OF VOTE														
FREEHOLDER	Aye	Nay	N.V.	Abs.	Res.	Sec.	FREEHOLDER	Aye	Nay	N.V.	Abs.	Res.	Sec.		
Carabelli			ļ			1	Koontz		<u> </u>			†	 		
Cimino							Walter		<u> </u>			1			
Colavita							Cannon	·			· ·····	1			
Frisby								<u> </u>							
<u> </u>		X-	_Indic	ates V	ote	Abs	s.—Absent	<u> </u>	⊥ Not V	oting	<u> </u>	<u> </u>	<u>J</u>		

WHEREAS, Becker LLC, has completed and submitted a Political Contribution Disclosure Certification which certifies that Becker LLC, has made reportable contributions to a political or candidate committee or elected official of the County of Mercer in the previous one year, which was not in excess of the \$400.00 maximum allotted in Ordinance No. 2004-14 (d); 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, such certification on file with the Clerk of the Board and such funds are contingent upon the inclusion in and the adoption of the 2016 Mercer County Budget; and,

WHEREAS, the Local Contracts Law (N.F.S.A. 40A:11-1 et seq.) permits a "non-fair and open process" for the awarding of contracts for "Professional Services;" now, therefore,

BE IT FURTHER RESOLVED, that:

- 1. The County Executive and Clerk to the Board be and are hereby authorized to execute a Professional Service Contract "awarded through a non-fair and open process",) with Becker LLC, for professional legal services for the Mercer County Correction Center in connection with employment law matters in an amount not to exceed \$15,000.00, for the period of October 1, 2015 through September 30, 2016.
- 2. Notice of this Resolution shall be published in the Trenton Times Newspaper, Trenton, New Jersey, within ten (10) days of passage, as required by Law.
- 3. The Clerk to the Board shall forward an executed copy of this Contract and Resolution to: Wes Bridges, Esquire, Becker LLC, the Mercer County Correction Center and to Mercer County Counsel's Office.

Julese N. Worthy

Approved as to Form and Legality	Date
County Counsel	February.23,2016

EXECUTIVE AND CLERK TO THE **AUTHORIZED** TO **EXECUTE** AN EXTRAORDINARY. UNSPECIFIABLE SERVICE (E.U.S) AGREEMENT WITH THE CHAMBER PRINCETON OF COMMERCE TO MARKET, COORDINATE AND EXECUTE THE 2016 MERCER COUNTY ECONOMIC SUMMIT. AMOUNT NOT TO EXCEED \$12,500.00. PERIOD: FEBRUARY 1, 2016 THROUGH APRIL 1, 2016

WHEREAS, the County of Mercer desires to host an economic summit for the business community and local elected officials to discuss current and future business trends to help with the continued growth and opportunities for economic development in the Mercer County region; and,

WHEREAS, there exists a need for E.U.S. services to plan, market, coordinate, and execute the 2016 Mercer County Economic Summit; and,

WHEREAS, the Princeton Regional Chamber of Commerce, located at 182 Nassau Street, Suite 301, Princeton, NJ 08542, has agreed to provide said services; and,

		Clerk to t	he Board
			• • • • • • • • • • • • • • • • • • • •
•			· .

				RE	COR	D OF VOTE					-	
Aye	Nay	N.V.	Abs.	Res.	Sec.	FREEHOLDER	Aye	Nay	N.V.	Abs.	Res.	Sec.
X						Koontz	×					<u> </u>
X					la comment	Walter	×			<u> </u>		<u> </u>
X						Cannon	X					
X												
	X	X	X	X	Aye Nay N.V. Abs. Res. X X	Aye Nay N.V. Abs. Res. Sec. X	Aye Nay N.V. Abs. Res. Sec. FREEHOLDER X	X Koontz X Walter X Cannon X	Aye Nay N.V. Abs. Res. Sec. FREEHOLDER Aye Nay X	Aye Nay N.V. Abs. Res. Sec. FREEHOLDER Aye Nay N.V. X Walter X Cannon	Aye Nay N.V. Abs. Res. Sec. FREEHOLDER Aye Nay N.V. Abs. X Image: Continuous	Aye Nay N.V. Abs. Res. Sec. FREEHOLDER Aye Nay N.V. Abs. Res. X Image: Continuous continu

WHEREAS, funds for this purpose are contingent upon the inclusion in and the adoption of the 2016 Mercer County Budget; and,

WHEREAS, the Local Public Contracts Law (N.J.S.A. 40A:11-2 (7) defines Extraordinary Unspecifiable Services as "services which are specialized and qualitative in nature requiring expertise, extensive training and a proven reputation in the field of endeavor"; N.J.S.A. 40A:11-5(1) permits local contracting units to avoid competitive bidding for Extraordinary Unspecifiable Services. A notice is required to be placed in the local newspaper, N.J.S.A. 40:11-5(a), stating the supporting reasons for awarding this contract under this law; now, therefore,

BE IT RESOLVED, that:

- 1. The County Executive and Clerk to the Board be and are hereby authorized to execute an E.U.S. Agreement with the Princeton Regional Chamber of Commerce to plan, market, coordinate and, execute the 2016 Mercer County Economic Summit in an amount not to exceed \$12,500.00, for the period of February 1, 2016 through April 1, 2016.
- 2. The contract is awarded without competitive bidding as an "Extraordinary Unspecifiable Service" under the provision of the Local Public Contracts law, because the services are to be rendered or performed are specialized and qualitative in nature, requiring expertise and knowledge in this field (N.J.S.A. 40A:11-2(7).
- 3. Notice of this Resolution shall be published in the Trenton Times, Trenton, New Jersey, as required by law within ten (10) days of passage.
- 4. The Clerk to the Board shall forward a certified copy of this Resolution, along with an executed copy of the Agreement, to the Office of Economic Development and Sustainability for further distribution, and a copy of each to the Mercer County Purchasing Agent, and the Office of County Counsel.

Jules N. Worthy

Approved as to Form and Legality	Date -
	Tobanomy 23 2016
County Counsel	.February232016

COUNTY EXECUTIVE AND CLERK TO THE BOARD AUTHORIZED TO EXECUTE A GRANT AGREEMENT WITH NEW JERSEY TRANSIT FOR GRANT FUNDING UNDER THE SENIOR CITIZEN AND DISABLED RESIDENT TRANSPORTATION ASSISTANCE PROGRAM. AMOUNT: \$618,746.00 PERIOD: JANUARY 1, 2016 TO DECEMBER 31, 2016

WHEREAS, the County of Mercer applied for grant funding from New Jersey Transit under the Senior Citizen and Disabled Resident Transportation Assistance Program, in the total amount of \$618,746.00, as per Resolution No. 2015-446, adopted on September 10, 2015; and,

WHEREAS, the County of Mercer is now authorized to enter into a Grant Agreement with New Jersey Transit for funding under the Senior Citizen and Disabled Resident Transportation Assistance Program, to provide transportation to residents of Mercer County who are elderly (60+) and/or persons with disabilities, with services provided through Mercer County TRADE (Transportation Resources to Aid the Disadvantaged and Elderly); and,

•	
• • • • • • • • • • • • • • • • • • • •	
Clerk to the Boa	ırd

					RE	COR	D OF VOTE						
FREEHOLDER	Aye	Nay	N.V.	Abs.	Res.	Sec.	FREEHOLDER	Aye	Nay	N.V.	Abs.	Res.	Sec.
Carabelli	V						Koontz	×	<u> </u>				<u> </u>
Cimino	X					la constitution	Walter	×					
Colavita	X						Cannon	X					
Frisby	X				1000			<u> </u>	<u> </u>				·

X—Indicates Vote

Abs.—Absent

N.V.—Not Voting

Res.—Resolution Moved

Sec.—Resolution Seconded

WHEREAS, New Jersey Transit grant funds in the amount of \$618,746.00 shall be utilized to provide transportation services for Senior Citizens and Disabled Residents for the period of January 1, 2016 through December 31, 2016; now, therefore,

BE IT RESOLVED; that:

- 1. The County Executive and Clerk to the Board are hereby authorized to execute a Grant Agreement with New Jersey Transit for funding under the Senior Citizen and Disabled Resident Transportation Assistance Program to provide transportation services for Senior Citizens and Disabled Residents in the amount of \$618,746.00 for the period of January 1, 2016 to December 31, 2016.
- 2. The Clerk to the Board forward one (1) original executed Agreement along with one (1) certified copy of this Resolution to: Isabel Hernandez, Office of Local Programs and Support, New Jersey Transit Corporation, 1 Penn Plaza East, Newark, New Jersey 07105-2246, and a copy each to the Deputy Administrator/Director, Mercer County Department of Transportation & Infrastructure and Director of TRADE.

Julean N. Worthy

Approved as to Form and Legality	Date
County Counsel	February 23, 2016

MERCER COUNTY BOARD OF **CHOSEN FREEHOLDERS** CONCURS WITH TOWNSHIP OF HAMILTON ORDINANCE NO. 15-046 AUTHORIZING THE DESIGNATION OF BUS **STOPS** ALONG MERCERVILLE-QUAKERBRIDGE ROAD (CR 533) IN TOWNSHIP OF HAMILTON, COUNTY MERCER, STATE OF NEW JERSEY

WHEREAS, the Mayor and the Council of the Township of Hamilton duly adopted Ordinance No. 15-046, effective December 20, 2015; and,

WHEREAS, certain roads are within the jurisdiction of the County of Mercer wherein concurrence is required; and,

WHEREAS, in the best interest of the traveling public, the Township of Hamilton has requested that the Mercer County Board of Chosen Freeholders concur with this Ordinance; now, therefore,

BE IT RESOLVED, by the Mercer County Board of Chosen Freeholders that pursuant to N.J.S.A 39:4-8(e), the following described locations are designated as bus stops along various County roads in the Township of Hamilton:

					KE	COK	D OF VOTE						
FREEHOLDER	Aye	Nay	N.V.	Abs.	Res.	Sec.	FREEHOLDER	Aye	Nay	N.V.	Abs.	Res.	Sec.
Carabelli	X						Koontz	×					
Cimino	X					Bertalina	Walter	У					<u> </u>
Colavita	×						Cannon	×					
Frisby	X	-			Barren .			1			<u> </u>		

County Road

- 1. <u>Along Mercerville-Quakerbridge Road (CR 533), northbound on</u> the easterly side thereof at:
- a. Nami Lane-(Far Side)
 Beginning at the prolongation of the northerly curbline of Nami
 Land and extending 100 feet northerly therefrom

BE IT FURTHER RESOLVED, that the Clerk to the Board be and is hereby directed to forward three (3) certified copies of this Resolution to the Office of the County Engineer for further distribution, and a copy to the Deputy Administrator/Director of the Department of Transportation and Infrastructure.

Serles I. Worthy

Approved as to Form and Legality	Date
	February 23, 2016
County Counsel	

 $\operatorname{\mathscr{C}OUNTY}$ EXECUTIVE AND CLERK TO THE BOARD AUTHORIZED TO EXECUTE A GRANT AGREEMENT WITH NEW JERSEY TRANSIT FOR GRANT FUNDING UNDER THE **FEDERAL** TRANSIT ADMINISTRATION'S NON-**URBANIZED** AREA FORMULA PROGRAM (SECTION 5311) **UNDER** THE **FEDERAL** TRANSIT ACT, AS AMENDED, TO PROVIDE PUBLIC TRANSPORTATION SERVICES. FTA SECTION 5311 FUNDS: \$76,458.00; NEW JERSEY TRANSIT FUNDS: \$38,229.00; COUNTY OF MERCER MATCHING FUNDS: \$38,229.00 TOTAL GRANT AMOUNT: \$152,916.00. PERIOD: JULY 1, 2015 THROUGH DECEMBER 31, 2016

WHEREAS, the County of Mercer applied grant funding from New Jersey Transit under the Federal Transit Administration's Non-Urbanized Area Formal Program (Section 5311), in a total amount of \$152,916.00, as per Resolution No. 2015-447, adopted on September 10, 2015; and,

WHEREAS, the County of Mercer is now authorized to enter into a Grant Agreement with New Jersey Transit for grant funding under the Federal Transit Administration's Non-Urbanized Area Formal Program (Section 5311), under the Federal Transit Act, as amended, to provide public transportation services; 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.
Carabelli	X						Koontz	×					
Cimino	X					1	Walter	×					<u> </u>
Colavita	X						Саппоп	X				 	ļ
Frisby	X				1							 	1

WHEREAS, the Secretary of Transportation is authorized to make grant monies available for a general public transportation program of projects in other than urbanized areas under Section 5311 of the Federal Transit Act, as amended; and,

WHEREAS, New Jersey Transit Grant funds in the amount of \$152,916.00, (Federal Transit Administration (FTA) - \$76,458.00; New Jersey Transit - \$38,229.00; and the County of Mercer - \$38,229.00), shall be utilized to provide transportation services to individuals who reside in the designated rural areas of Hopewell Township and Hopewell Borough, County of Mercer, and,

WHEREAS, the primary demand for services will come from T.R.A.D.E's (TRANSPORTATION RESOURCES TO AID THE DISADVANTAGED AND ELDERLY) current customers; seniors and people with disabilities; and,

BE IT RESOLVED, by the Mercer County Board of Chosen Freeholders, that:

- 1. The County Executive and Clerk to the Board are authorized to execute a Grant Agreement with New Jersey Transit, under the Federal Transit Administration's (FTA) Section 5311 Non-Urban Rural Transit Program to provide transportation services for Mercer County residents who reside in the designated rural areas of Hopewell Township and Hopewell Borough, County of Mercer, for the period of July 1, 2015 through December 31, 2016, in the amount of \$152,916.00(Federal Transit Administration (FTA) \$76,458.00; New Jersey Transit \$38,229.00; and the County of Mercer \$38,229.00).
- 2. The County Executive and Clerk to the Board are authorized to execute and file any documents required by the U.S. Department of Transportation effectuating the purposes of Title VI and EEO requirements of the Civil Rights Act of 1964.
- 3. The FTA Section 5311 Program provides an Opportunity to leverage grant funding by utilizing existing TRADE staff and resources for the required match funds.

•	• •	•	٠	•	•	•	•	٠	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	٠,		•	•	٠	•	•	•	•	•	•	•	•	•	•	•		•		•	•	•
																										(7	1	9	ľ	1	r	į	t)		ť	h	1	?	Ŀ	3	0	C	l	r	d	Į.

- 4. The County Executive and Clerk to the Board are authorized to set forth and execute an annual affidavit of compliance with NJ Transit's Code of Ethics for vendors and State of New Jersey Ethics, pursuant to 47 C.F.R. Part 23, Addendum D.
- 5. The County Executive and Clerk to the Board are authorized to execute Grant Agreements on behalf of the County of Mercer for aid in the financing of the administration, capital and/or operating assistance.
- 6. The Clerk to the Board shall forward three (3) executed copies of the Agreement, together with a certified copy of this Resolution, to Isabel Hernandez, Local Programs, New Jersey Transit Corporation, 1 Penn Plaza East, Newark, New Jersey 07105-2246; and a copy of the Resolution to the Deputy Administrator/Director of the Mercer County Department of Transportation & Infrastructure and a copy to Martin DeNero, TRADE.

Serlese IV. Waiting

Approved as to Form and Legality	Date
Au	February 23, 2016
County Counsel	

COUNTY EXECUTIVE AND CLERK TO THE BOARD AUTHORIZED TO EXECUTE A SHELTERED WORKSHOP SERVICE AGREEMENT WITH THE ARC/MERCER, INC. FOR JANITORIAL SERVCES AT 240 WEST STATE STREET, TRENTON, NEW JERSEY. PERIOD: MARCH 1. 2016 THROUGH FEBRUARY 28, 2017. TOTAL AMOUNT: \$103,604.48

WHEREAS, the County of Mercer requires janitorial services at 240 West State Street, Trenton, New Jersey; and,

WHEREAS, a contract may be negotiated and awarded as a bid exception in accordance with N.J.S.A 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 janitorial services at 240 W. State Street, Trenton, New Jersey, in the total amount not of \$103,604.48 for a period of March 1, 2016 through February 28, 2017, in accordance with their proposal; and,

Clerk to the Board

			- VI describerios		RE	COR	D OF VOTE		//				******
FREEHOLDER	Aye	Nay	N.V.	Abs.	Res.	Sec.	FREEHOLDER	Aye	Nay	NV.	Abs.	Res.	Sec.
Carabelli	×			-			Koontz	×					
Cimino	×		-			1	Walter	×					
Colavita	×						Cannon	×	<u> </u>			 	 -
Frisby	X				1			"					

WHEREAS, funds for this purpose are contingent upon the inclusion in and the adoption of the 2016 and 2017 Mercer County Budgets; and,

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 for janitorial services at 240 West State Street, Trenton, New Jersey, for the period of March 1, 2016 through February 28, 2017, in the total amount of \$103,604.48 when presented in a form approved by County Counsel; and,

BE IT FURTHER RESOLVED, the Clerk to the Board shall forward a copy of this Resolution to Mercer County Department of Transportation and Infrastructure, Division of Buildings and Grounds and the Mercer County Purchasing Agent for further distribution.

Serlese N. Worthy

Approved as to Form and Legality	Date
/ luw/	February 23, 2016
County Counsel	

COUNTY EXECUTIVE AND CLERK TO THE BOARD AUTHORIZED TO EXECUTE A LICENSE AGREEMENT WITH THE SEWARD JOHNSON ATELIER, INC. ("TSJA") FOR THE ERECTION AND MAINTENANCE OF THE "TOOTH AND COMPREHENSION" **SCULPTURE** LOCATED WITHIN THE COUNTY RIGHT-OF-WAY ON **SLOAN** AVENUE, HAMILTON TOWNSHIP. COUNTY OF MERCER. PERIOD: JANUARY 1, 2016 THROUGH DECEMBER 31, 2016. COST: \$1.00

WHEREAS, the County of Mercer desires to enter into a License Agreement with the Seward Johnson Atelier, Inc. 14 Fairgrounds Road, Suite A, Hamilton, NJ 08619, granting their non-exclusive use of the County right-of-way on Sloan Avenue, Hamilton Township, Mercer County; and,

WHEREAS, The Seward Johnson Atelier, Inc., will be responsible to erect, maintain, improve, change and remove the "Tooth and Comprehension" Sculpture; and,

WHEREAS, The Seward Johnson Atelier, Inc., has prepared a form of Agreement pertaining to the erection and maintenance of said sculpture; 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.
Carabelli	×						Koontz	7	1				
Cimino	×					1	Walter	V					
Colavita	X						Cannon	×				 	
Frisby	X				L	· · · · · · · · · · · · · · · · · · ·					İ		

BE IT RESOLVED, that the County Executive and Clerk to the Board be and are hereby authorized to execute a License Agreement with the Seward Johnson Atelier, Inc., for the erection and maintenance of the "Tooth and Comprehension" Sculpture located within the County right-of-way on Sloan Avenue, Hamilton Township, County of Mercer for the period of January 1, 2016 through December 31, 2016, at a cost of \$1.00; and,

BE IT FURTHER RESOLVED, that the Clerk to the Board shall forward one (1) copy of the executed License Agreement along with one (1) copy of this Resolution to the Deputy Administrator of the Mercer County Department of Transportation and Infrastructure and one (1) copy of each to the Office of the Mercer County Engineer.

Julese N. Worthy

Approved as to Form and Legality	Date
County Counsel	February 23, 2016

AWARD OF BID RECEIVED JANUARY 7, 2016 TO ARGUS INDUSTRIAL CO., LLC. FOR ONE (1)ARGUS **EZ-1200XLS PORTABLE** SCREENING PLANT WITH **MIDDLE** PRODUCT CONVEYOR FOR THE MERCER COUNTY DEPARTMENT TRANSPORTATION AND INFRASTRUCTURE, DIVISION OF HIGHWAYS. TOTAL AMOUNT: \$60,707.45 (COST OF SCREENING PLANT: \$44,257.45, COST OF MIDDLE PRODUCT CONVEYOR: \$9,500.00 AND COST ADDITIONAL REPLACEMENT **SCREENS:** \$6,950.00). PERIOD: FEBRUARY 11, 2016 THROUGH FEBRUARY 10, 2017 (AB2015-26)

WHEREAS, the Mercer County Purchasing Agent has advertised for bids for one (1) Argus EZ-1200XLS Portable Screening Plant or equivalent with a Middle Product Conveyor for the Mercer County Department of Transportation and Infrastructure, Division of Highways, through bid terms and specifications, as provided by law; and,

WHEREAS, one (1) separate sealed bid was received on January 7, 2016 in connection with the aforementioned services; and,

Sec.—Resolution Seconded

RECORD OF VOTE													
FREEHOLDER	Aye	Nay	N.V.	Abs.	Res.	Sec.	FREEHOLDER	Aye	Nay	NV.	Abs.	Res.	Sec.
Carabelli	X						Koontz	×					1
Cimino	×					L	Walter	×					
Colavita	×						Cannon	X					
Frisby	X												

Res.—Resolution Moved

WHEREAS, the bid of Argus Industrial Co., LLC., 16 West Huron Street, Pontiac, MI 48342 shall be awarded for a period of one (1) year, in the total amount of \$60,707.45 (cost of screening plant: \$44,257.45, cost of middle product conveyor: \$9,500.00 and cost of additional replacement screens: \$6,950.00); 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 made a part hereof, now, therefore;

BE IT RESOLVED, that the County Executive and Clerk to the Board are hereby authorized to execute contracts on behalf of the County of Mercer 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 Motor Pool, the Mercer County Department of Transportation and Infrastructure and the Mercer County Purchasing Agent for further distribution.

Jalen N. Warting

Approved as to Form	yand Legality	Date
County Couns	sel	February 23, 2016
	AWARD OF BID RECEIVED. TO FRANC ENVIRONMENT FOR SLUDGE AND SEPT AND SEWER LINE CLEAR COUNTY OF MERCER. TO NOT TO EXCEED: \$170, FEBRUARY 28, 2016 TO FEB (AB2015-33)	TAL OF NJ, INC. AGE REMOVAL NING FOR THE OTAL AMOUNT 179.05; PERIOD:

WHEREAS, the Mercer County Purchasing Agent has advertised for bids for sludge and septage removal and sewer line cleaning for the County of Mercer for a period of two (2) years, through bid terms and specifications, as provided by law; and,

WHEREAS, three (3) separate sealed bids were received on January 5, 2016 in connection with the aforementioned services; and,

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

WHEREAS, the bid of Franc Environmental of NJ, Inc., 321 Maple Avenue, Horsham, PA 19044 shall be awarded for a period of February 28, 2016 through February 27, 2018, two (2) years in the total amount of \$170,179.05; and,

**************	• • • • • • • • • • • • • • • • • • • •	*********
	Clerk to	the Board

RECORD OF VOTE													
FREEHOLDER	Aye	Nay	N.V.	Abs.	Res.	Sec.	FREEHOLDER	Aye	Nay	N.V.	Abs.	Res.	Sec.
Carabelli	X						Koontz	×	1 -	,			
Cimino	×			<u> </u>		1	Walter	×	ļ				
Colavita	X						Cannon	×	 			<u> </u>	
Frisby	X	-		1	Barren .				<u> </u>				
		X-	—Indic	ates V	ote	Abs	.—Absent	N.V	Not V	oting	1	1	

WHEREAS, the Chief Financial Officer of Mercer County has certified in writing the availability of fund for the purposes set forth in this Resolution, said certification is on file with the Clerk to the Board, and are contingent upon the inclusion in and adoption of the 2016, 2017 and 2018 Mercer County Budgets; now, therefore;

BE IT RESOLVED, that the County Executive and Clerk to the Board are hereby authorized to execute contracts on behalf of the County of Mercer when presented in a form approved by County Counsel; and,

BE IT FURTHER RESOLVED, that the Clerk to the Board shall a copy of this Resolution to the Mercer County Department of Transportation and Infrastructure, Division of Trades, the Mercer County Park Commission, the Trenton-Mercer Airport Manager, and the Mercer County Purchasing Agent for further distribution.

Julese N. Worthy

Approved as to Form/and Legality

Date

February 23, 2016

MERCER COUNTY BOARD OF CHOSEN FREEHOLDERS COMMEMORATES FEBRUARY AS BLACK HISTORY MONTH TO ACKNOWLEDGE THE PAST AND CURRENT HISTORY OF AFRICAN AMERICANS

WHEREAS, Black History Month is an annual observance in February, which celebrates the past and current achievements and history of African Americans; and,

WHEREAS, Black History Month was established in 1962 and is credited to Harvard Scholar Carter G. Woodson; the son of former slaves who dedicated his life to ensuring that black history was accurately documented and disseminated; and,

WHEREAS, the celebration of Black History Month seeks to bridge the gap wherein American history failed to accurately portray and record the achievements of African Americans, and,

WHEREAS, Black History Month acknowledges the achievements made by African Americans in the Armed Forces, Civil Rights, Education, Entertainment, History, Law, Literature, Medicine, Music, Politics, Science and Sports; now, therefore,

BE IT RESOLVED, that the Mercer County Board of Chosen Freeholders commemorates February as Black History Month to acknowledge the past and current achievements of African Americans.

Level N. Worthy Clerk to the Board

RECORD OF VOTE														
FREEHOLDER	Aye	Nay	N.V.	Abs.	Res.	Sec.	FREEHOLDER	Aye	Nay	N.V.	Abs.	Res.	Sec.	
Carabelli	×						Koontz	×						
Cimino	×					la constant	Walter	X						
Colavita	X						Cannon	X						
Frisby	×		-		Barrier .							<u> </u>	<u> </u>	