

Ronald G. Rios
Freeholder Director

Charles E. Tomaro
Deputy Director

Kenneth Armwood
Charles Kenny
Leslie Koppel
Shanti Narra
Blanquita B. Valenti
Freeholders

MIDDLESEX

C O U N T Y • N J

COUNTY ADMINISTRATION

Office of the Clerk of the Board

Charles E. Tomaro
Chairperson, County Administration

John A. Pulomena
County Administrator

Amy R. Petrocelli, RMC
Clerk of the Board

March 12, 2019



Mr. Thomas G. Campo
County of Gloucester
Office of County Counsel
2 South Broad, 2nd Floor
Woodbury,, NJ 08096

Dear Mr. Thomas G. Campo:

Please be advised that the Board of Chosen Freeholders, at a meeting held on January 17, 2019 7:00 PM, adopted the following legislative document(s):

Resolution 19-121-R

Adopted By Consent Vote [Unanimous]

Authorize Execution Of Shared Service Agreement With the County Of Gloucester For The Provision Of Juvenile Detention Facilities

The enclosed is being forwarded to you for your records. Should you have additional questions, please contact the County Department who has requested your services.

Very truly yours,
Daniele E Reitsma
Deputy Clerk of the Board



File Number: 19-121-R

Authorize Execution Of Shared Service Agreement With the County Of Gloucester For The Provision Of Juvenile Detention Facilities

WHEREAS, N.J.S.A. 40A:65-1 et seq. specifically authorizes local government units, including counties and municipalities to enter into shared service agreements; and

WHEREAS, the County of Middlesex has entered into an agreement with the County of Gloucester for providing for the detention of Gloucester County juveniles in the Middlesex County Juvenile Detention Center; and

WHEREAS, Gloucester County agrees to pay a per diem fee for each housed juvenile in the amount of \$225.00 per day; and

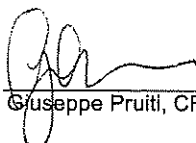
WHEREAS, the terms of this Agreement shall be effective retroactive to March 13, 2018 and expire on March 12, 2023; and

WHEREAS, it is in the best interest of both the County of Gloucester and the County of Middlesex to enter into said shared services agreement;

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Middlesex pursuant to N.J.S.A. 40A:65-1 et seq. that the County of Middlesex shall be and is hereby authorized to enter into a Shared Services Agreement with the County of Gloucester for the provision of juvenile detention facilities for Gloucester County juveniles;

BE IT FURTHER RESOLVED that the Director of this Board shall be and is hereby authorized to execute said Agreement on behalf of the County of Middlesex and the Clerk of this Board shall be and is hereby directed to attest said Agreement and affix thereto the corporate seal of the County of Middlesex; and

BE IT FURTHER RESOLVED that the Clerk of this Board shall forward a certified copy of this resolution to the County of Gloucester.



Giuseppe Pruitt, CFO

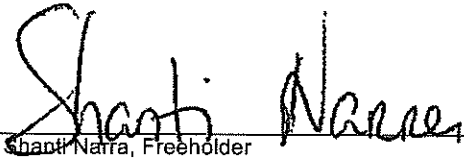
1/7/2019

Approved as to form and legality



Nikki Athanasopoulos, First Deputy County Counsel

1/10/2019

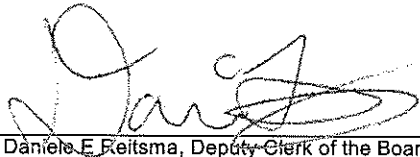


Shanti Narra, Freeholder

1/18/2019

RESULT:	ADOPTED BY CONSENT VOTE [UNANIMOUS]
MOVER:	Blanquita B. Valenti, Freeholder
SECONDER:	Charles E. Tomaro, Freeholder Deputy Director
AYES:	Leslie Koppel, Kenneth Armwood, Charles Kenny, Shanti Narra, Charles E. Tomaro, Blanquita B. Valenti, Ronald G. Rios

I, Daniele E Reitsma, Clerk of the Board of Chosen Freeholders of the County of Middlesex and State of New Jersey, do hereby certify that the above is a true copy of a resolution adopted at a meeting of the Board held on January 17, 2019



Daniele E. Reitsma, Deputy Clerk of the Board

1/18/2019

SHARED SERVICES AGREEMENT

by and between the

COUNTY OF GLOUCESTER, NEW JERSEY

and

COUNTY OF MIDDLESEX, NEW JERSEY

FOR THE PROVISION OF JUVENILE DETENTION FACILITIES

Dated:

Prepared by: Thomas G. Campo,
Gloucester Counsel

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SHARED SERVICES AGREEMENT

THIS SHARED SERVICES AGREEMENT ("Shared Services Agreement"), dated this 13th day of March, 2018, by and between the County of Gloucester, a body politic and corporate of the State of New Jersey ("Gloucester County"), and the County of Middlesex, a body politic and corporate of the State of New Jersey ("Middlesex County").

RECITALS

1. The County of Gloucester ("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 County of Middlesex ("Middlesex County") is a body politic and corporate of the State of New Jersey with main offices located at 75 Bayard Street, New Brunswick, New Jersey 08901;
3. Gloucester County recognizes the essential purpose of promoting public safety while providing the best care and conditions for the youth that enter the juvenile court system; and
4. Gloucester County has already entered into a Shared Services Agreement with Camden County whereby Camden County has agreed to house Gloucester County juveniles in the Camden County Youth Center; and
5. Nevertheless, there may be a need for Gloucester County juveniles to be periodically detained in a facility other than the Camden County facility due to either a lack of space at the Camden County facility or for other appropriate reasons; and
6. Middlesex County owns and operates a Juvenile Detention Center ("JDC"), which is a high quality facility providing necessary and appropriate services and amenities; and
7. Middlesex has the capacity to periodically house juveniles who cannot be detained at the Camden County Youth Center; and
8. Providing for the detention of Gloucester County juveniles in the Middlesex County Juvenile Detention Center will result in a more economical operation of the Middlesex County Detention Center and will result in a significant cost savings to Gloucester County, through the sharing of the facility and juvenile detention staff and the payment of reasonable fees for the juveniles detained; and
9. Participating in such regionalization will provide Gloucester County with an enhanced opportunity to become a part of the Juvenile Detention Alternative Initiative; and
10. The staff, support groups and volunteers currently working with Gloucester County juveniles will have access to Middlesex County facility to provide the same services as they were provided at the Gloucester County facility; and

11. 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, Gloucester County and Middlesex County do hereby agree as follows:

TERMS OF THE AGREEMENT

A. DESCRIPTION OF THE PROJECT AND SCOPE OF SERVICES.

1. Consistent with the terms of this Agreement, Gloucester County will transport to the Middlesex County JDC and JDC may accept from Gloucester County, at its discretion, when there is available bed space, juveniles for secure care at the Middlesex County JDC, located in North Brunswick, New Jersey. These services will be provided by Middlesex County in accordance with all applicable laws, rules and regulations concerning the maintenance and operation of the JDC.

2. It is expressly understood that the Middlesex County JDC reserves the absolute discretion to decline a request by Gloucester County to admit one or more of its juveniles into the Middlesex County JDC. Some of the reasons that a particular juvenile may be denied admission into the facility include but are not limited to: when it is determined that the juvenile has a pre-existing medical, mental, psychiatric or psychological condition that would make him or her unfit to be housed within the facility; or when it is determined that the juvenile would otherwise pose a threat to safety and security of other juveniles being housed by the Middlesex County Juvenile Detention Center or its staff.

3. No juvenile from Gloucester County shall be admitted to Middlesex County unless the same has been requested by a Juvenile Intake Officer of Gloucester, or unless directed by a Judge of Gloucester County Superior County, or by some other duly appointed Judge who may be temporarily assigned thereto.

4. Prior to any decision by Middlesex County to accept a Gloucester County detainee, Gloucester County shall provide to Middlesex County for review all available records regarding such detainee.

5. The use of personal property and funds in the possession of Gloucester County detainees when admitted to the Middlesex County JDC will be administered and controlled in accordance with JDC procedures.

6. Any Gloucester County detainee housed at the Middlesex County JDC shall be subject to the same rules and regulations governing other detainees and shall be disciplined in accordance with the same rules and regulations governing other detainees.

7. Middlesex County may, without prior approval of Gloucester County, move a Gloucester County detainee from the JDC to another suitable location for housing in the event of an emergency such as fire, earthquake, other catastrophe, or conditions presenting imminent danger to the safety of the detainee. Middlesex County agrees to notify

Gloucester County as soon as possible of the location at which the Gloucester County detainee is being held.

8. In the event that any Gloucester County detainee shall escape from the JDC, Middlesex County shall use all reasonable means to recapture the detainee. The escape shall be reported to Gloucester County immediately.

9. Gloucester County shall have access to the JDC at all reasonable times for the purpose of inspecting the facilities and visiting any of the Gloucester County detainees confined therein under the terms of the Agreement. Gloucester County will be provided with the opportunity to inspect the facility prior to signing the Agreement.

10. The parties hereto agree to observe all federal, state and local laws, ordinances and regulations in meeting their obligations under the terms of this Agreement.

11. The Board of Chosen Freeholders of Gloucester agrees to be bound by all rules and regulations promulgated regarding the Middlesex County JDC with respect to all juveniles from Gloucester County who are accepted for secure care at the Middlesex County JDC.

B. FEES.

1. Gloucester County shall pay to Middlesex 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.

2. Middlesex County will submit an invoice to Gloucester County each month for the housing fee plus any reimbursable expenses incurred by Middlesex County that are applicable to the Gloucester County detainees. Gloucester County juvenile detainees will be listed individually with their length of stay, and any additional charges for that monthly billing cycle on a Gloucester County voucher. Gloucester County will place the voucher on its agenda for payment at its next bill pay meeting, and thereafter make payment to "Treasurer, Middlesex County".

3. The parties shall annually adjust the flat and per diem rates set forth above. Said adjustment shall be determined no later than January 30th prior to the April 1st anniversary date in order to guarantee adequate time for annual budget preparation. Said annual increases shall be equal to the New York-Northern New Jersey annualized Consumer Price Index for the prior year as established by the U.S. Department of Labor. For example, the CPI of December 31, 2018 will apply to payments commencing March 12, 2019. To the extent that any legal or statutory requirements increase cost or in the event of an increase in contractual costs beyond which Middlesex County has no control, the parties agree to negotiate an additional adjustment to the Agreement in good faith. Negotiations shall be completed on or before February 1st prior to commencement of the new contract year.

C. MEDICAL TREATMENT.

1. Middlesex County shall cause to be provided to Gloucester County juveniles all ordinary medical treatment as part of the services provided pursuant to this agreement.

2. Middlesex County shall also cause to be provided to Gloucester County juveniles necessary care from hospitals and/or emergency providers. To that end, Middlesex County will notify the designated Gloucester County Representative of any medical problems encountered by Gloucester County detainees. When practicable, Gloucester County medical personnel will be asked in advance to authorize release of Gloucester County detainees to the local hospital, if Gloucester County deems it necessary. In emergency situations however, Gloucester County juveniles may be taken to a hospital or other medical provider without prior authorization from Gloucester County.

3. Standard, ordinary, non-hospital, non-emergency care provided by Middlesex County to Gloucester County juveniles will not be charged separately to Gloucester County. Medical costs incurred for emergency care, non-ordinary medical care or medical care for pre-existing conditions shall also be provided to Gloucester County juveniles in the same manner as such care is provided to Middlesex County juveniles. The parties acknowledge that Middlesex County does not maintain commercial insurance coverage for non-ordinary medical expenses, except for excess coverage with a self-insured retention of \$350,000.00. Gloucester County will reimburse Middlesex County for its deductible expenses in connection with such care for Gloucester County juveniles. Gloucester County will reimburse Middlesex County for all non-ordinary medical care and costs, including, but not limited to the cost of provision of transportation and security to Gloucester County juveniles who require treatment and/or hospitalization outside of the Juvenile Detention Center.

4. Middlesex will notify the designated Gloucester County representative by telephone of any occurrence of a medical emergency or other crisis situation (such as suicide attempt; escape or escape attempt; illness; or the like) involving a Gloucester County juvenile. Middlesex County will thereafter provide a written report of the incident to the designated Gloucester County representative.

D. PROVISION OF NECESSARY INFORMATION.

Gloucester County shall furnish to Middlesex County, on such forms as Middlesex County may require, all information reasonably necessary for Middlesex County to admit and process the Gloucester County juvenile.

E. SERVICES.

1. Middlesex County will provide to all Gloucester County juveniles all services which it provides to Middlesex County juveniles detained in the JDC.

2. In addition, Middlesex County agrees to permit Gloucester County personnel and/or volunteers, subject to reasonable regulations of the Middlesex County JDC, the opportunity to pursue such services that such personnel or volunteers may make available to the Gloucester County juveniles.

F. TRANSPORTATION.

1. Gloucester County shall be responsible for transporting Gloucester County juveniles from Gloucester County to and from the Middlesex County facility.
2. When Gloucester County detainees require out-of-facility medical, psychiatric or dental care, Gloucester County will, if practicable, provide all transportation and security while such detainees are outside of the JDC. In the alternative, Gloucester County will reimburse Middlesex County for the provision of such transportation by Middlesex County.
3. In the event of a medical emergency, Middlesex County will provide transportation to a hospital or medical facility if necessary. Gloucester County will reimburse Middlesex County for the transportation and security costs of the same.

G. INDEMNIFICATION.

1. In addition to the other rights and remedies of the parties herein, Middlesex County agrees to indemnify and hold harmless Gloucester County, including its officers, trustees, employees, and agents, from any and all liability and claims for damages and injury caused by, or resulting from, the acts or omissions of Middlesex County arising out of this Agreement or any of the obligations assumed by Middlesex County hereunder, provided it is determined by a Court having the appropriate jurisdiction that the Middlesex County is solely responsible for such liability. In the event that it is determined by a Court that Middlesex County is not solely responsible for said liability, then Middlesex County's liability shall be limited to that degree of liability determined by said Court to be proportionate liability of Middlesex County. Middlesex County, upon notice from Gloucester County, shall resist and defend, at the expense of Middlesex County, such actions or proceeding. In addition, at its option, Gloucester County may engage separate counsel at its own expense to appear on its behalf in such action or proceeding without waiving its rights or Middlesex County's obligations under this paragraph.
2. In addition to the other rights and remedies of the parties herein, Gloucester County agrees to indemnify and hold harmless Middlesex County, including its officers, trustees, employees and agents, from any and all liability and claims for damages or injury caused by, or resulting from, the acts and omissions of Gloucester County arising out of this Agreement or any of the obligations assumed by Gloucester County hereunder, provided it is determined by a Court having the appropriate jurisdiction that Gloucester County is solely responsible for such liability. In the event that it is determined by a Court that Gloucester County is not solely responsible for said liability, then Gloucester County's liability shall be limited to that degree of liability determined by said Court to be the proportionate liability of Gloucester County. Gloucester County, upon notice from Middlesex County, shall resist and defend, at the expense of Gloucester County, such action or proceeding. In addition, at its option, Middlesex County may engage separate counsel at its own expense to appear on its behalf in such action or proceeding without waiving its rights of Gloucester County's obligations under this paragraph.

H. VISITATION.

1. Visitation with Gloucester County juveniles will be permitted by the Middlesex County JDC in accordance with its rules and regulations governing visitation of juveniles in the Center.

I. DURATION AND TERMINATION OF AGREEMENT.

1. This Agreement will be effective from March 13, 2018 to March 12, 2023. Thereafter, the parties agree that this Agreement may be renewed annually by mutual consent.

2. Either party may terminate this Agreement for any reason by providing 90 days written notice to the other party as follows: As to Gloucester County: Office of the Gloucester County Counsel, Two South Broad Street, Woodbury, New Jersey 08096. As to Middlesex County: Office of the Middlesex County Solicitor, 75 Bayard Street, New Brunswick, New Jersey 08901.

J. LIMITATION OF DELEGATION.

1. To the extent that this Agreement constitutes a delegation of authority by Gloucester 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.

2. The parties acknowledge and agree that the Middlesex County will stand *in loco parentis* and will have the express authority to make all decisions related to the normal operations governing the care of the Gloucester County juveniles placed in its custody pursuant to this Agreement and the Middlesex County JDC will use normal operational standards for these juveniles as they are apply to Middlesex County juveniles.

3. Neither Gloucester County nor Middlesex County 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 Gloucester County pursuant to this Agreement.

K. COMPLIANCE WITH LAWS AND REGULATIONS.

1. Gloucester County and Middlesex County 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 its performance of the services described in this Agreement.

L. INSURANCE.

1. Middlesex County will, during the term of this Agreement, maintain all necessary and appropriate insurance policies with respect to the services to be performed pursuant to this

Agreement, and will cause Gloucester County to be named as an additional insured and will deliver to Gloucester County a certificate of such insurance prior to the commencement of services.

2 Gloucester County will, during the term of this Agreement, maintain all necessary and appropriate insurance policies with respect to the services to be performed pursuant to this Agreement, and will cause Middlesex County to be named as an additional insured and will deliver to Middlesex County a certificate of such insurance prior to the commencement of services.

M. REMEDIES.

1. In the event of a controversy or dispute between the parties every effort will be made to resolve the controversy or dispute. The dispute will be presented to the Boards of Chosen Freeholders for both Gloucester County and Middlesex County and good faith attempts at resolution will include discussions between two parties or their attorneys, without the intervention of a third party.

2. If the dispute cannot be settled through direct discussions, the parties agree to endeavor to next attempt to settle the dispute by mediation administered by the American Arbitration Association under its applicable mediation procedures before resorting to any other remedy at law or equity.

3. In the event that mediation of a dispute was to fail, the parties would be permitted to pursue any remedies available to either of them in law or equity.

N. NO ADDITIONAL WAIVER IMPLIED BY ONE WAIVER.

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

O. 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 of Middlesex County or Gloucester County, in his or her individual capacity, and neither the officers, agents or employees of Middlesex County or Gloucester 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.

P. PRISON RAPE ELIMINATION ACT (PREA).

1. 28 C.F.R. Part 115.112 – Contracting with our entities for the confinement of detainees.

(a) A law enforcement agency that contract for the confinement of its lockup detainees in

lockups operated by private agencies and other entities, including other governmental agencies, shall include in any new contract or contract renewal the entity's obligation to adopt and comply with the PREA standards.

2. 28 C.F.R. Part 115.113 — Supervision and monitoring.

(a) For each lockup, the agency shall develop and document a staffing plan that provides for adequate levels of staffing, and, where applicable, video monitoring, to protect detainees against sexual abuse. In calculating adequate staffing levels and determining the need for video monitoring, agencies shall take into consideration;

- (1) The physical layout of each lockup;
- (2) The composition of the detainee population;
- (3) The prevalence of substantiated and unsubstantiated incidents of sexual abuse; and
- (4) Any other relevant factors.

(b) In circumstances where the staffing plan is not complied with, the lockup shall document and justify all deviations from the plan.

(c) Whenever necessary, but no less frequently than once each year, the lockup shall assess, determine, and document whether adjustments are needed to:

- (1) The staffing plan established pursuant to paragraph (a) of this section;
- (2) Prevailing staffing patterns;
- (3) The lockup's deployment of video monitoring systems and other monitoring technologies; and
- (4) The resources the lockup has available to commit to ensure adequate staffing levels.

(d) If vulnerable detainees are identified pursuant to the screening required by § 115.141, security staff shall provide such detainees with heightened protection, to include continuous direct sight and sound supervision, single-cell housing, or placement in a cell actively monitored on video by a staff member sufficiently proximate to intervene, unless no such option is determined to be feasible.

Q. EVACUATION PROCEDURES.

In the event of an emergency that requires the evacuation of inmates from the Middlesex County Juvenile Detention Center, Middlesex County is responsible for evacuating the Gloucester County juveniles as well as Middlesex County juveniles.

R. 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. **Severability.** In the event that any provision of this Shared Services Agreement is held to be invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.
3. **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.
4. **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.
5. **Further Assurances and Corrective Instruments.** The authorized representatives of both Middlesex County and Gloucester County will 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 services to be provided or to correct any inconsistent or ambiguous term hereof.
6. **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.
7. **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.
8. **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.

S. CONTACTS.

- a. For day to day medical, emergency, court & transportation issues:
 1. As to Gloucester County:
Warden (or designee)
Gloucester County Department of Corrections
70 Hunter Street
Woodbury, New Jersey 08096

2. As to Middlesex County:
Warden (or designee)
Middlesex County
Office of Adult Correction & Youth Services
Hwy. 130 & Apple Orchard Lane
North Brunswick, New Jersey 08902

b. For notice with regard to inflator changes or contract issues:

1. As to Gloucester County:
Administrator and County Counsel
Administration Building
2 South Broad Street
Woodbury, New Jersey 08096
2. As to Middlesex County:
Administrator and County Counsel
Administration Building
75 Bayard Street
New Brunswick, New Jersey 08901

T. EFFECTIVE DATE.

This Agreement shall be effective upon the signature of this document by all parties, as authorized by the applicable Resolutions passed by the governing bodies of both Middlesex County and Gloucester County.

U. TERMINATION DATE.

Either party may terminate this Agreement for any reason by providing ninety (90) days advance written notice to the other party.

IN WITNESS WHEREOF, the parties hereto through their duly authorized representatives have hereunto set their hands and seals, or caused these presents to be signed this _____ day of _____, 2019.

ATTEST:

COUNTY OF GLOUCESTER

LAURIE J. BURNS, CLERK

ROBERT N. DAMMINGER, DIRECTOR

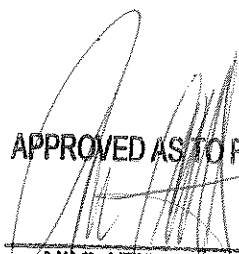
ATTEST:

COUNTY OF MIDDLESEX



DANIELE E. REITSMA
DEPUTY CLERK OF THE BOARD


RONALD G. RIOS, DIRECTOR


APPROVED AS TO FORM AND LEGALITY

NIKI ATHANASOPOULOS, ESQ.
FIRST DEPUTY COUNTY COUNSEL