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**RESOLUTION AUTHORIZING A CONTRACT CHANGE ORDER, DECREASE #01-FINAL, WITH NUPUMP CORPORATION IN THE AMOUNT OF \$649.50 REGARDING COUNTY ENGINEERING PROJECT #11-09FA(19)**

**WHEREAS**, the County of Gloucester (hereinafter "County") previously requested the receipt of quotes for the Emergency Project "Emergency Repair to Auxiliary Spillway Culvert on Porchtown Road, County Route 613 at Iona Lake, Franklin Township, Gloucester County", Engineering Project #11-09FA(19) (hereinafter the "Project"); and

**WHEREAS**, the project authorization followed emergency procurement procedures through the County's Purchasing, Engineering and Legal Departments, and a contract for the Project was previously awarded to NuPump Corporation, (hereinafter "NuPump") with offices at P.O. Box 157, Malaga, NJ 08328 for the Project in the amount of \$39,360.00 (hereinafter the "Contract"); and

**WHEREAS**, Vincent M. Voltaggio, P.E., County Engineer, has recommended a Change Order Decrease #01-Final, which will decrease the total amount of the Contract with NuPump by \$649.50, resulting in a new total Contract amount of \$38,710.50; and

**WHEREAS**, the decrease is necessary to adjust the contract amount based upon final "As-Built" quantities due to increases and decreases reflecting actual field conditions, resulting in the Contract decrease; and

**WHEREAS**, the Project is a 75% Federally funded reimbursable project under the disaster declaration.

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

1. That the Board of Chosen Freeholders of the County of Gloucester (hereinafter the "Board") does hereby approve the hereinabove referenced Change Order Decrease #01-Final regarding the Contract for the Project; and
2. That the Director of the Board, and the Clerk of the Board, be and are hereby authorized and directed to execute said Change Order Decrease #01-Final for the aforementioned purposes on behalf of the County; and
3. That the Director of the Board, and the Clerk of the Board, be and are hereby authorized and directed to execute any required New Jersey Department of Transportation Local Aid Federal Aid Change Order Decrease #01-Final regarding the Contract for the Project.

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, December 21, 2011, at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT N. DILELLA, CLERK**

**NEW JERSEY DEPARTMENT OF TRANSPORTATION  
LOCAL AID  
FEDERAL AID CHANGE ORDER**

Sheet 1 of 2  
Order No: 1 Final  
Order Letter: \_\_\_\_\_  
Date: 11/16/11

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Project: Emergency Contract for Emergency Repair to Auxiliary Spillway Culvert on Porchtown Rd., CR 613 at Iona Lake Franklin Twp.  
Federal Project No: 11-09FA(19) Doc. No. \_\_\_\_\_  
Contractor: NuPump Corporation

You are hereby directed to implement the following changes in accordance with the provisions of the specifications for this contract.

Location of the proposed order: Auxiliary Spillway Culvert on Porchtown Rd., CR 613 at Iona Lake Franklin Twp.

Nature and reason for order: Asbuilt Quantities based on actual field conditions for additional cracks visible after cleaning of culvert and additional Rip Rap for slopes and unstable soil under gabions

Extension  Reduction  of time recommended for this order: No change

CONTRACT AMOUNT	ROAD	BRIDGE	TOTAL
Amount of original contract:	\$39,380.00		\$39,380.00
Adjusted amount based on orders No. 1 :	\$38,710.50		\$38,710.50

CONTRACT TIME
Original Completion Date:
Adjustment This Order: (+ or -) _____
Previous Adjustments: (+ or -) _____
Adjusted Completion Date:

ORDER NO.	X Road	Bridge	Other
<u>1 Final</u>			
	Road	Bridge	Total
Extra Work:	\$0.00	\$0.00	\$0.00
Increases:	\$2,875.00	\$0.00	\$2,875.00
Decreases:	-\$3,524.50	\$0.00	-\$3,524.50
Total:	-\$649.50	\$0.00	-\$649.50

RESERVED FOR FHWA OR F.T.A.

Recommended:

\_\_\_\_\_  
Vincent M. Voltaggio, P.E.  
Gloucester County Engineer

Date

Approved:

\_\_\_\_\_  
Robert M. Damminger  
Freeholder Director

Date

Approved for Funding Participation Purposes:

\_\_\_\_\_  
Manager, District #4, Local Aid

Date

ALTERNATE PROCEDURES PROJECTS
This order is approved for Federal participation:
Director, Local Aid & Economic Development
Date

Accepted:

\_\_\_\_\_  
Contractor's Authorized Signature

Date

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Unprotected  
 Protected by letter dated \_\_\_\_\_ attached.

CONTRACTS PAYABLE SECTION
Reviewed by: _____
Date
Input Submitted by: _____
Date
Certification of Funds:
Director of Accounting & Auditing
Date



**COUNTY OF GLOUCESTER**  
**CHANGE ORDER FORM**

1. Name & Address of Vendor: Nu Pump Corporation  
PO Box 157  
Malaga, NJ 08328
2. Description of Project or Contract: Emergency Repair to Auxiliary Spillway Culvert on  
Porchtown Rd., Co. Rte 613 at Iona Lake Franklin Twp., Gloucester County
3. Date of Original Contract: October 19, 2011
4. P.O. Number: 11- 08783
5. Amount of Original Contract: \$39,360.00
6. Amount of Previously Authorized Change Order: \$ 00.00
7. Amount of this Change Order: -\$649.50
8. New Total Amount of Contact (Total of Numbers 5, 6 & 7 Above) \$38,710.50
9. Need or Purpose of this Change Order: Increases & decreases to reflect actual  
field conditions. This Project is 100 % Federally Funded

This change order requested by \_\_\_\_\_ on \_\_\_\_\_  
(Department Head) (Date)

Accepted by \_\_\_\_\_ on \_\_\_\_\_  
(Vendor) (Date)

Approved by the Board of Chosen Freeholders, County of Gloucester

Attest:

\_\_\_\_\_  
Robert N. DiLella, Clerk

By: \_\_\_\_\_  
Robert M. Damminger, Director

**TO ALL VENDORS:**  
THIS CHANGE ORDER IS NOT OFFICIAL NOR AUTHORIZED UNTIL SUCH TIME AS THIS CHANGE  
ORDER IS ACCEPTED BY THE BOARD OF CHOSEN FREEHOLDERS, COUNTY OF GLOUCESTER  
WITH APPROPRIATE RESOLUTION.

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**RESOLUTION AUTHORIZING A CONTRACT CHANGE ORDER, DECREASE #01-FINAL, WITH NUPUMP CORPORATION IN THE AMOUNT OF \$14,754.80 REGARDING COUNTY ENGINEERING PROJECT #11-09FA(100)**

**WHEREAS**, the County of Gloucester (hereinafter "County") previously requested the receipt of quotes for the Emergency Project "Emergency Repair to Bridge 5-F-4, High Street over South Branch of the Raccoon Creek in the Township of Harrison, Gloucester County", Engineering Project #11-09FA(100) (hereinafter the "Project"); and

**WHEREAS**, the project authorization followed emergency procurement procedures through the County's Purchasing, Engineering and Legal Departments, and a contract for the Project was previously awarded to NuPump Corporation, (hereinafter "NuPump") with offices at P.O. Box 157, Malaga, NJ 08328 for the Project in the amount of \$289,185.00 (hereinafter the "Contract"); and

**WHEREAS**, Vincent M. Voltaggio, P.E., County Engineer, has recommended a Change Order Decrease #01-Final, which will decrease the total amount of the Contract with NuPump by \$14,754.80, resulting in a new total Contract amount of \$274,430.20; and

**WHEREAS**, the decrease is necessary to adjust the contract amount based upon for final "As-Built" quantities due to increases and decreases reflecting actual field conditions, resulting in the contract decrease; and

**WHEREAS**, the Project is a 75% Federally funded reimbursable project under the disaster declaration.

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

1. That the Board of Chosen Freeholders of the County of Gloucester (hereinafter the "Board") does hereby approve the hereinabove referenced Change Order Decrease #01-Final regarding the Contract for the Project; and
2. That the Director of the Board, and the Clerk of the Board, be and are hereby authorized and directed to execute said Change Order Decrease #01-Final for the aforementioned purposes on behalf of the County; and
3. That the Director of the Board, and the Clerk of the Board, be and are hereby authorized and directed to execute any required New Jersey Department of Transportation Local Aid Federal Aid Change Order Decrease #01-Final regarding the Contract for the Project.

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, December 21, 2011, at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT N. DILELLA, CLERK**

B7

NEW JERSEY DEPARTMENT OF TRANSPORTATION  
LOCAL AID  
FEDERAL AID CHANGE ORDER

Sheet 1 of 2  
Order No: 1  
Order Letter:  
Date: 12/02/11

Project: Emergency Contract, Repairs to Bridge 5-F-4, High Street Harrison Twp.  
Federal Project No: Gloucester County Project No. 11-08FA(100) Doc. No. \_\_\_\_\_  
Contractor: NuPump, P.O. Box 157, Malaga, NJ 08328

You are hereby directed to implement the following changes in accordance with the provisions of the specifications for this contract.

Location of the proposed order: Bridge 5-F-4

Nature and reason for order: Increases and decreases in quantities for bridge asbuilts

\_\_\_ Extension \_\_\_ Reduction of time recommended for this order: No change

CONTRACT AMOUNT	ROAD	BRIDGE	TOTAL
Amount of original contract:	\$0.00	\$289,185.00	\$289,185.00
Adjusted amount based on orders No. 1	\$0.00	\$14,754.80	\$274,430.20

CONTRACT TIME
Original Completion Date: _____
Adjusted This Order: (+ or -) _____
Previous Adjustments: (+ or -) _____
Adjusted Completion Date: _____

ORDER NO.	Road	x Bridge	___ Other
1	Road	Bridge	Total
Extra Work:	\$0.00	\$10,000.00	\$10,000.00
Increases:	\$0.00	\$17,117.00	\$17,117.00
Decreases:	\$0.00	\$41,871.80	\$41,871.80
Total:	\$0.00	-\$14,754.80	-\$14,754.80

RESERVED FOR FHWA OR F.T.A.

Recommended:

\_\_\_\_\_  
Vincent M. Vollaggio, P.E.  
Gloucester County Engineer

Date

Approved:

\_\_\_\_\_  
Robert M. Damming  
Freeholder Director

Date

Approved for Funding Participation Purposes:

\_\_\_\_\_  
Manager, District #4, Local Aid

Date

ALTERNATE PROCEDURES PROJECTS  
This order is approved for Federal participation:  
  
\_\_\_\_\_  
Director, Local Aid & Economic Development

Date

Accepted:   
Contractor's Authorized Signature

12-8-11  
Date

Name: Amy Hanstein  
Title: Treasurer

Unprotected  
 Protected by letter dated \_\_\_\_\_ attached.

CONTRACTS PAYABLE SECTION  
Reviewed by: \_\_\_\_\_ Date \_\_\_\_\_  
Input Submitted by: \_\_\_\_\_ Date \_\_\_\_\_  
Certification of Funds: \_\_\_\_\_  
\_\_\_\_\_  
Director of Accounting & Auditing

Date

NEW JERSEY DEPARTMENT OF TRANSPORTATION  
 LOCAL AID  
 FEDERAL AID CHANGE ORDER

Sheet 2 of 2  
 Order No. 1  
 Order Letter  
 Date: 12/02/11

Project: Emergency Contract, Emergency Repairs to County Bridge 5-F-4  
 Federal Project No: \_\_\_\_\_ Doc. No. \_\_\_\_\_  
 Contractor: NuPump Corporation

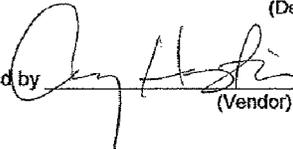
ITEM NO.	DESCRIPTION	QUANTITY (+/-)	UNIT PRICE	
<b>Increases</b>				
4	Pressure Grouting	2.5	\$950.00	\$1,625.00
8	Dense Graded Agg Base Course, 6" Thick	8	\$22.00	\$176.00
9	HMA 12.5M64 Surface Course, 2" Thick	8	\$37.00	\$296.00
10	HMA 19M64 Base Course, 4" Thick	8	\$50.00	\$400.00
14	Rip Rap Slope Protection, 12" Thick, d50=12"	68	\$215.00	\$14,620.00
			<b>Total Increases</b>	<b>\$17,117.00</b>
<b>Supplemental</b>				
1s	Underwater Foundation Excavation	1	\$10,000.00	\$10,000.00
			<b>Total Supplementals</b>	<b>\$10,000.00</b>
<b>Decreases</b>				
2	Excavation Unclassified	65	\$132.00	\$8,580.00
6	Permanent Sheeting	275	\$32.00	\$8,800.00
11	Controlled Low Strength Material	55	\$141.00	\$7,755.00
12	Reno Mattress, 12" Thick	93	\$91.00	\$8,463.00
13	Pneumatically Applied Mortar	112	\$50.00	\$5,600.00
15	Gabion Walls	7	\$200.00	\$1,400.00
16	Epoxy Waterproofing	38.6	\$33.00	\$1,273.80
			<b>Total Decreases</b>	<b>\$41,871.80</b>
<b>Total Amount Change Order No.1 Final</b>				<b>-\$14,754.80</b>

Amount of Original Amount: \$289,185.00 +  
 Adjusted Amount Based on Change Order No. 1 Final: \$274,430.20  
 Total Change (+ or -): (\$14,754.80)  
 % of Change in Contract: [(+ ) Increase or (-) Decrease] -5.10%

**COUNTY OF GLOUCESTER**  
**CHANGE ORDER FORM**

1. Name & Address of Vendor: NuPump  
P.O. Box 157  
Malaga, NJ 08328
2. Description of Project or Contract: Emergency Repairs to Bridge 5-F-4  
High Street, Harrison Twp.
3. Date of Original Contract:
4. P.O. Number:
5. Amount of Original Contract: \$ 289,185.00
6. Amount of Previously Authorized Change Order \$ 0.00
7. Amount of this Change Order No.1 Final: \$ -14,754.80
8. New Total Amount of Contact  
(Total of Numbers 5, 6 & 7 Above) \$ 274,430.20
9. Need or Purpose of this Change Order: Increases and decreases to various  
contract items

This change order requested by \_\_\_\_\_ on \_\_\_\_\_  
(Department Head) (Date)

Accepted by  NuPump Corp on 12-8-11  
(Vendor) (Date)

Approved by the Board of Chosen Freeholders, County of Gloucester

Attest:

\_\_\_\_\_  
Robert N. DiLella, Clerk

By: \_\_\_\_\_  
Robert Damming, Director

**TO ALL VENDORS:**  
THIS CHANGE ORDER IS NOT OFFICIAL NOR AUTHORIZED UNTIL SUCH TIME AS THIS CHANGE  
ORDER IS ACCEPTED BY THE BOARD OF CHOSEN FREEHOLDERS, COUNTY OF GLOUCESTER  
WITH APPROPRIATE RESOLUTION.

**RESOLUTION AWARDING A SPLIT CONTRACT FOR NATURAL GAS SUPPLY SERVICE FOR THE COUNTY OF GLOUCESTER TO HESS CORPORATION AND WOODRUFF ENERGY FOR A MINIMUM CONTRACT AMOUNT OF ZERO AND A MAXIMUM CONTRACT AMOUNT OF \$300,000.00 ANNUALLY PER COMPANY PURSUANT TO THE SOUTH JERSEY POWER COOPERATIVE SYSTEM BID PROCESS, WHICH THE CONTRACTS SHALL BE EFFECTIVE AS OF THE DECEMBER 2011 METER READING DATES AND ENDING WITH THE NOVEMBER 2014 METER READING DATES**

WHEREAS, the South Jersey Power Cooperative, requested bids for the supplying and delivery of natural gas for the South Jersey Power Cooperative and its units and sub units; and

WHEREAS, the County of Camden on behalf of the South Jersey Power Cooperative ("SJPC") publicly advertised bids for the purpose of procuring natural gas supply services; and

WHEREAS, the County of Camden received and opened publicly advertised bids on May 19, 2010 at Prevailing Time, for Natural Gas Supply Service for the South Jersey Power Cooperative; and

WHEREAS, a split contract was awarded; and

WHEREAS, Hess Corporation was the lowest responsible bidder for Natural Gas Supply Service for the PSE&G amount and submitted the following rate:

Utility Company	Rate Category	Bid Price	Duration	Service Start
PSE&G	Fixed Price	\$0.7172	36 Months	December 2011

WHEREAS, Woodruff Energy was the lowest responsible bidder for Natural Gas Supply Service for the South Jersey Gas amount and submitted the following rate:

Utility Company	Rate Category	Bid Price	Duration	Service Start
SJG	Fixed Price	\$0.70	36 Months	December 2011

WHEREAS, the County of Gloucester is a participating unit in the South Jersey Power Cooperative and, accordingly, is entitled to receive the benefits of the cooperative purchasing process; and

WHEREAS, the terms of the Agreement between the County of Gloucester as a participating unit, Hess Corporation, and Woodruff Energy shall be as set forth in the master agreement between the South Jersey Power Cooperative, the Hess Corporation, and Woodruff Energy; and

WHEREAS, funding for the respective contracts shall be encumbered at the rate of the above-stated per therm-hour amounts to the limit of the budget appropriation for this purpose in accordance with N.J.A.C. 5:30-5.5(b)(2) and shall further be contingent upon the availability and appropriation of sufficient funds for this purpose in the County's 2011 permanent budget for the temporary and/or permanent 2012 budgets; and

WHEREAS, the contracts shall be for the purchase of an estimated quantity of services, with minimum contract amounts of Zero, and maximum annual contract amounts of \$300,000.00. The contracts are therefore open Ended, which does not obligate the County of Gloucester to make any purchase; and therefore, no Certificate of Availability of Funds is required at this time. Continuation of the contract beyond November 2011 is contingent upon approval of the 2011 Gloucester County Budget.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester, as a participating unit in the South Jersey Power Cooperative hereby awards a split contract for natural gas supply services to Hess Corporation and Woodruff Energy for minimum contract amounts of zero and maximum contract amounts of \$300,000.00 annually for the period beginning December 2011 meter reading date and concluding with the November 2014 meter reading, through the South Jersey Power Cooperative and pursuant to the master contract negotiated by and between the South Jersey Power Cooperative, Hess Corporation, and Woodruff Energy; and

BE IT FURTHER RESOLVED, that the Director of the Board and Clerk of the Board be and are hereby authorized to execute, if necessary, any contract or other document necessary to effectuate the award of these contracts through the South Jersey Power Cooperative.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, December 21, 2011, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DI LELLA, CLERK

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APPENDIX B

**ELECTRIC SUPPLY SERVICE AGREEMENT**

between

CAMDEN COUNTY,  
AS PURCHASING AGENT FOR THE  
SOUTH JERSEY POWER CO-OPERATIVE  
and

[SUPPLIER]

Dated

July 23, 2010

This ELECTRIC SUPPLY SERVICE AGREEMENT (the "Agreement") is entered into this \_\_\_ day of July 2010, by and between CAMDEN COUNTY (the "County") and Hess Corporation (the "Supplier"), a corporation organized and existing under the laws of the State of Delaware (the "Supplier").

#### RECITALS

WHEREAS, the County issued a Invitation to Bid for an Electric Supply Service Agreement and accepted the Supplier's bid as the lowest responsible bid; and

WHEREAS, the County has been authorized to enter into this Agreement by its governing board through adoption of a resolution authorizing such participation and acceptance;

WHEREAS, the bid specifications included those estimated quantities of electric generation service ("Full Service Requirements") needed by the County; and

WHEREAS, certain federal and New Jersey statutes and administrative rules and regulations govern the electric utility industry in New Jersey (generally, the "Applicable Legal Authorities"); and

WHEREAS, certain of the Applicable Legal Authorities provide for the restructuring of the electric industry in the State of New Jersey (the "State") from that of a regulated public utility service to allow access to the electric public utility's local distribution system by entities that have successfully completed the licensing process set forth in the Applicable Legal Authorities; and

WHEREAS, the Supplier is thus licensed to provide Full Requirements Service to customers in the State, and has been issued Board License Number ESL-0015 and

WHEREAS, the Applicable Legal Authorities provide that with implementation of such access to the Electric Distribution Company's local distribution system, the Electric Distribution Company will continue to serve as the exclusive electric distribution provider within its Service Territory; and

WHEREAS, in accordance with the Applicable Legal Authorities, customers may purchase Full Requirements Service from licensed suppliers.

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth below, the parties hereto, intending to be legally bound, hereby covenant, promise and agree as follows:

## ARTICLE I

### DEFINITIONS AND INTERPRETATION

SECTION 1.1 DEFINITIONS. As used in this Agreement, the following terms shall have the meanings set forth below:

*"Act"* means the Electric Discount and Energy Competition Act, N.J.S.A. 48:3-49 et seq.

*"Agreement"* means this Electric Supply Service Agreement between the County and Supplier for provision of Electric Supply Service.

*"Authority Facilities"* means the facilities of the County listed in the Invitation to Bid for which the Supplier is to provide Full Requirements Service pursuant to the Agreement.

*"Authority's Indemnified Persons"* means the County and its directors, officers, representatives, employees, principals, agents, consultants, successors and assigns.

*"Basic Generation Service"* means Electric Generation Service that is provided pursuant to Section 9 of the Act to any customer that has not chosen an alternative Electric Power Supplier, whether or not the customer has received offers as to competitive supply options, including, but not limited to, any customer that cannot obtain such service from an Electric Power Supplier for any reason, including non-payment for services. Basic Generation Service is not a competitive service and is fully regulated by the BPU.

*"BPU"* means the New Jersey Board of Public Utilities, or any successor state agency.

*"Capacity"* means the ability to provide Electricity on demand, as measured in kilowatts or megawatts.

*"Commencement Date"* means the date on which the Supplier is first able, in accordance with the regulations and procedures of the BPU and the Electric Distribution Company, to provide Full Requirements Service to the County, which in no event shall be more than 45 days from the Contract Date.

*"Consultant Fee"* means that fee which will be paid by Supplier to Dome-Tech, Inc. in accordance with the agreement between the Supplier and Dome-Tech, Inc.

*"Contract Date"* means July \_\_\_\_, 2010.

*"Contract Price"* means the price agreed to by Supplier and the County for the provision of Full Requirements Service pursuant to this Agreement.

*"Delivery Point"* means each point on the PJM transmission grid identified by the Electric Distribution Company where Electricity is delivered by Supplier.

*"Distribution"* means all delivery services by the Electric Distribution Company for the provision of Electric Generation Service to any electric energy customer at any voltage level as regulated by governing law.

*"Electric Distribution Company"* means a local electric public utility or any successor company or entity that distributes Electricity to customers within a service area.

*"Electric Generation Service"* means the provision of Electricity and Capacity, which is generated off-site from the location at which the consumption of such Electricity and Capacity is metered for retail billing purposes, including agreements and arrangements related thereto.

*"Electric Power Supplier"* means a person or entity that is duly licensed pursuant to the provisions of the Act to offer and to assume the contractual and legal responsibility to provide Electric Generation Service to retail customers, including Load Serving Entities, marketers and brokers that offer or provide Electric Generation Service to retail customers. The term excludes an Electric Distribution Company that provides Electric Generation Service only as a Basic Generation Service pursuant to Section 9 of the Act.

*"Electricity"* means retail electric energy as measured in kWh.

*"Firm"* means Supplier may only suspend performance hereunder to the extent that such performance is prevented for reasons of Force Majeure.

*"Force Majeure"* shall have the meaning ascribed to it in Section 7.16.

*"Full Requirements Service"* means Electric Generation Service and Transmission provided by Supplier to the County on a Firm basis. Full Requirements Service is a substitute for Basic Generation Service. Full Requirements Service does not include Distribution.

*"Independent System Operator"* means the PJM, or its successor in interest, as the independent system operator in the Pennsylvania-New Jersey-Maryland interconnection which oversees and controls the integrated dispatch of power plants and the bulk transmission of Electricity throughout the regional power grid.

*"ITB"* means the Invitation to Bid for Electric Supply Service issued on June XX, 2010 by the County.

*"kWh"* means kilowatt-hours, a measure of electric consumption.

*"Load Serving Entity" or "LSE"* means any entity (or the duly designated agent of such entity), including a load aggregator or power marketer, which has been granted the County or has an obligation pursuant to state or local law, regulation or franchise to sell Electricity to end-users located within the area controlled by PJM.

*"Loss"* means any and all direct loss, liability, forfeiture, obligation, delay, fine, penalty, judgment, cost, expense, debt, demand, and damage of every kind whatsoever, (including, without limitation, reasonable attorneys' fees, consultant fees, expert witness fees and court costs). Loss does not include any consequential, exemplary, punitive, incidental or indirect damages.

*"PJM"* means the Pennsylvania-New Jersey-Maryland Interconnection L.L.C.

*"Replacement Energy"* means all Electric Generation Service provided and billed to the County by the Electric Distribution Company or an alternative Third Party Supplier should Supplier not provide Full Requirements Service to the County.

*"Service Territory"* means the geographic areas of the State of New Jersey in which the Electric Distribution Company has an exclusive franchise to serve electric customers.

*"Supplier"* means [SUPPLIER]

"*Termination Date*" means the first meter read date in \_\_\_\_\_ 200\_\_ as determined by the Electric Distribution Company, or the date upon which this Agreement is terminated pursuant to Article VI hereof, whichever is earlier.

"*Third Party Supplier Agreement*" means the agreement between Supplier and an Electric Distribution Company that sets forth the terms and conditions under which Supplier will be permitted to deliver Electric Generation Service to the Electric Distribution Company for ultimate distribution to the County.

"*Transmission*" means all necessary services for the delivery of Electric Generation Service by Supplier to the Electric Distribution Company at any voltage level.

SECTION 1.2 INTERPRETATION. In this Agreement, unless the context otherwise requires:

(A) References Hereto. The terms "hereby", "hereof", "herein", "hereunder" and any similar terms refer to this Agreement, and the term "hereafter" means after the Contract Date.

(B) Gender and Plurality. Words of the masculine gender mean and include correlative words of the feminine and neuter genders and words importing the singular number mean and include the plural number and vice versa.

(C) Persons. Words importing persons include firms, companies, associations, general partnerships, limited partnerships, trusts, business trusts, corporations and other legal entities, including public bodies, as well as individuals.

(D) Headings. The table of contents and any headings preceding the text of the Articles, Sections and subsections of this Agreement shall be solely for convenience of reference and shall not constitute a part of this Agreement, nor shall they affect its meaning, construction or effect.

(E) Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior oral or written agreements and understandings between the parties relating to the subject matter hereof. The contract documents, including the ITB, should be read and interpreted so as to carry out the terms of this Agreement. This Agreement may only be amended or modified by a written instrument signed by all parties hereto.

(F) References to Days. All references to days herein are to calendar days, including Saturdays, Sundays and holidays, except as otherwise specifically provided.

(G) Counterparts. This Agreement may be executed in any number of original counterparts. All such counterparts shall constitute but one and the same Agreement.

(H) Applicable Law. This Agreement shall be governed by and shall be construed, enforced, and performed in accordance with the laws of the State of New Jersey without regard to principles of conflicts of law.

(I) Severability. If any clause, sentence, paragraph or part of this Agreement should be declared or rendered unlawful by a court or regulatory agency of competent jurisdiction, the remainder of this Agreement shall remain in full force and effect.

(J) Defined Terms. The definitions set forth in Section 1.1 hereof shall control in the event of any conflict with the definitions used in the recitals hereto.

ARTICLE II

REPRESENTATIONS AND WARRANTIES

SECTION 2.1 REPRESENTATIONS AND WARRANTIES OF THE COUNTY. The County hereby represents and warrants that:

(A) Existence and Powers. The County is a body politic and corporate of the State of New Jersey validly existing under the Constitution and laws of the State, with full legal right, power and authority to enter into and perform its obligations under this Agreement.

(B) Due Authorization and Binding Obligation. The County has duly authorized the execution and delivery of this Agreement. This Agreement has been duly executed and delivered by it and constitutes a legal, valid and binding obligation of the County, enforceable against it in accordance with its terms except insofar as such enforcement may be affected by bankruptcy, insolvency, moratorium and other laws affecting creditors' rights generally.

(C) No Conflict. Neither the execution nor the delivery by the County of this Agreement nor the performance by the County of its obligations hereunder nor the consummation by the County of the transactions contemplated hereby (1) conflicts with, violates or results in a breach of any law or governmental regulation applicable to the County or (2) conflicts with, violates or results in a breach of any term or condition of any judgment, decree, agreement or instrument to which the County is a party or by which the County or any of its properties or assets are bound, or constitutes a default under any such judgment, decree, agreement or instrument.

(D) No Litigation. There is no action, suit or other proceeding as of the Contract Date, at law or in equity, before or by any court or governmental authority, pending or, to the County's best knowledge, threatened against the County which is likely to result in an unfavorable decision, ruling or finding which would materially and adversely affect the execution or delivery of this Agreement or the validity or enforceability of this Agreement or any other agreement or instrument to be entered into by the County in connection with the transactions contemplated hereby, or which would materially and adversely affect the performance by the County of its obligations hereunder or under any such other agreement or instrument.

(E) No Legal Prohibition. The County has no knowledge of any applicable law in effect on the Contract Date which would prohibit the performance by the County of this Agreement and the transactions contemplated hereby.

SECTION 2.2 REPRESENTATIONS AND WARRANTIES OF THE SUPPLIER. The Supplier hereby represents and warrants that:

(A) Existence and Powers. The Supplier is duly organized and validly existing as a corporation under the laws of the State of Delaware, with full legal right, power and authority to enter into and perform its obligations under this Agreement.

(B) Due Authorization and Binding Obligation. The Supplier has duly authorized the execution and delivery of this Agreement. This Agreement has been duly executed and delivered by the Supplier and constitutes the legal, valid and binding obligation of the Supplier, enforceable against the Supplier in accordance with its terms except insofar as such enforcement may be affected by bankruptcy, insolvency, moratorium and other laws affecting creditors' rights generally.

(C) No Conflict. Neither the execution nor the delivery by the Supplier of this Agreement nor the performance by the Supplier of its obligations hereunder (1) conflicts with, violates or results in a breach of any law or governmental regulation applicable to the Supplier, or (2) conflicts with, violates or results in a breach of any term or condition of any judgment, decree, agreement (including, without limitation, the certificate of incorporation of the Supplier) or instrument to which the Supplier is a party or by which the Supplier or any of its properties or assets are bound, or constitutes a default under any such judgment, decree, agreement or instrument.

(D) No Litigation. Except as expressly disclosed to the County in writing on the Contract Date, there is no action, suit or other proceeding as of the Contract Date, at law or in equity, before or by any court or governmental authority, pending or, to the Supplier's best knowledge, threatened against the Supplier which is likely to result in an unfavorable decision, ruling or finding which would materially and adversely affect the execution or delivery of this Agreement or the validity or enforceability of this Agreement or any other agreement or instrument entered into by the Supplier in connection with the transactions contemplated hereby, or which would materially and adversely affect the performance by the Supplier of its obligations hereunder or by the Supplier under any such other agreement or instrument.

(E) No Legal Prohibition. The Supplier has no knowledge of any applicable law in effect on the Contract Date which would prohibit the performance by the Supplier of this Agreement and the transactions contemplated hereby.

(F) Licenses. The Supplier owns or possesses all licenses necessary for the performance by the Supplier of this Agreement and the transactions contemplated hereby, without any known material conflict with the rights of others.

(G) Information Supplied by the Supplier. The information supplied by the Supplier in all submittals made in response to the ITB and all post-bid submittals is correct and complete in all material respects as of the date or dates submitted, except to the extent the County has received written notice of any changes prior to execution of this Agreement.

ARTICLE III  
SUPPLIER SERVICES

SECTION 3.1 FULL REQUIREMENTS SERVICE. The Supplier agrees to provide Full Requirements Service to each of the SJPC's participating member electric accounts as outlined in Appendix C to the County's ITB #A-28 and incorporated herein to this Agreement as an attachment and by reference.

The County agrees to purchase Full Requirements Service exclusively from Supplier for the County Facilities specified herein in accordance with the terms of this Agreement. The Supplier acknowledges that this is not a "take-or-pay" contract and that the quantity of Full Requirements Service actually used by the County may vary from the historical usage identified in the ITB.

SECTION 3.2 DELIVERY POINTS. The Supplier shall deliver Electricity to the Delivery Point. The Electric Distribution Company will be responsible for distributing Electricity from the Delivery Point to the customer's meter on the Electric Distribution Company's system serving the Facilities. The Electric Distribution Company takes title to the electricity at the Delivery Point. The County takes title to the electricity at its respective meter.

SECTION 3.3 NOMINATING AND BALANCING. Nominating and balancing shall be the responsibility of the Supplier. The Supplier shall be familiar with the Electric Distribution Company and the PJM grid policies and practices concerning imbalances, transmission grid losses, distribution line losses, billing periods of the Electric Distribution Company, and the interstate/intrastate transmission utilities. Any Loss associated with nominating and balancing shall be borne by the Supplier. The Supplier shall indemnify and hold harmless each the County's Indemnified Persons from and against any and all Loss relating to or in connection with nominating and balancing.

SECTION 3.4 ARRANGING FOR FULL REQUIREMENTS SERVICE. The Supplier shall participate in or make appropriate arrangements with the PJM and any relevant regional transmission group, wholesale settlements process, the appropriate Electric Distribution Company or other entity or process at the state or regional level designed to ensure an uninterrupted flow of reliable, safe Full Requirements Service to the County.

The Supplier further agrees to ensure that all of the County Facilities will be transferred from the Electric Distribution Company to the Supplier for purposes of providing Full Requirements Service beginning on the Commencement Date and ending on the Termination Date.

SECTION 3.5 EMERGENCIES AND OUTAGES. Outages are the responsibility of the Electric Distribution Company servicing the County. In the event of an outage or an emergency, the County should contact its Electric Distribution Company.

ARTICLE IV  
CONTRACT PRICE

*see resolution*

**SECTION 4.1 CONTRACT PRICE.** The price to be paid by the County and each SJPC Participating Member for the provision of Full Requirements Service during the term of this Agreement shall be the applicable Contract Price set forth below, which includes all charges to be assessed by Supplier. The pricing option selected by the County is the \_\_\_\_\_ option, which was option # \_\_\_\_\_ from Appendix A in the Invitation to Bid. The contract price is \$0. \_\_\_\_\_ per kilowatt-hour and is in effect from the Commencement Date (first meter read in \_\_\_\_\_ 2010 until the Termination Date (first meter read date in \_\_\_\_\_ 20\_\_\_\_. This is a \_\_\_\_\_-month (billing period) term.

**SECTION 4.2 METERING, BILLING AND PAYMENT.** Metering and billing for distribution services provided to the County shall be provided by the Electric Distribution Company to the County in accordance with the terms of the Electric Distribution Company's tariff. Each Participating Member shall receive a separate bill from the Supplier for the provision of Full Requirements Service provided to each Participating Member's account(s) under this Agreement. The Supplier covenants to ensure that the County receives timely and accurate bills and to perform any billing functions required of it in accordance with relevant BPU rules and regulations. Billing for the County shall be based upon the applicable Electric Distribution Company's meter readings by location for the County.

The Supplier acknowledges and agrees that (i) the County shall not be responsible for payment for Full Requirements Service provided to the County and shall have no liability or obligation for payment of any bills, charges, fees or expenses related to Full Requirements Service provided to the County or the failure of the County to purchase Full Requirements Service from the Supplier and (ii) the County shall only be responsible for payment for Full Requirements Service provided to its own Facilities.

In the event that the Supplier should require interval data, charges for such additional data shall not be passed on by the Supplier to the County.

During the term of this Contract, the Supplier shall invoice the County on a monthly basis based on the prior period's delivery of electricity. The County shall not make payment of any invoice submitted unless it is approved by the County's Board. The County shall mail payment to the Supplier for such amount approved by the Board within the usual payment cycle. In the event that the County disputes an invoice, or any portion thereof, the County shall advise the Supplier in writing of the dispute within 30 days of the determination of dispute, but the County shall pay the Supplier such portion of the invoice that is not in dispute.

In the event that a dispute regarding any invoice is not resolved within 60 days of receipt of the County's written notice of the dispute, either party may proceed to non-binding mediation in accordance with Section 5.3 of this Agreement, entitled "Alternate Dispute Resolution". Supplier shall continue to provide the delivery of all electricity and service required by this Agreement to the County during the period of any billing dispute, mediation, or litigation regarding the same.

## ARTICLE V

### NON-PERFORMANCE AND DISPUTE RESOLUTION

**SECTION 5.1 REPLACEMENT ENERGY.** If at any time and for any reason (unless under a condition of Force Majeure) the County is forced to purchase Replacement Energy, the Supplier shall be responsible for the difference, if positive, between the cost of Replacement Energy and the cost that the County would have been charged for Full Requirements Service under this Agreement and for such other Loss as the affected the County may incur due to Supplier's failure to provide Full Requirements Service.

**SECTION 5.2 RISK OF LOSS.** Risk of loss of Electricity provided under this Agreement shall remain with the Supplier until it shall pass to the County upon delivery of said Electricity to the Delivery Point specified for the County.

**SECTION 5.3 ALTERNATE DISPUTE RESOLUTION.** The County and the Supplier agree that all claims, disputes or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof shall be subject to mediation before the County or Supplier may appeal any such claims or disputes to a court of competent jurisdiction. In the event that a claim or dispute as between the County and the Supplier is not resolved within 60 days of receiving written notice of a dispute or claim, either party may file in writing with the other party to this Agreement and with the American Arbitration Association, a request for mediation.

The request for mediation shall be made utilizing the appropriate request for mediation form provided by the American Arbitration Association. In no event shall the request for mediation be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations. No mediation arising out of or relating to this Agreement shall include, by consolidation, joinder or in any other manner, an additional person or entity not a party to this Agreement, except by written consent containing a specific reference to this Agreement signed by the County and any other person or entity sought to be joined. Consent to mediation involving an additional person or entity shall not constitute consent to mediation of any claim, dispute or other matter in question not described in the written consent or with a person or entity not named or described therein. The foregoing agreement to mediate and other agreements to mediate with an additional person or entity duly consented to by the parties to this Agreement shall be specifically enforceable in accordance with applicable law and any court having jurisdiction thereof.

The parties agree to allow the American Arbitration Association to appoint a single mediator in accordance with the mediation rules of the American Arbitration Association currently in effect. The parties will not be bound by the Rules of Evidence in presenting their positions before the mediator. The mediation shall be conducted in such reasonable and efficient manner as may be agreed between the parties and the mediator or, in the lack of such an agreement, as may be determined by the mediator. Each party will bear its own costs of participation in the mediation and they will divide the costs of the mediator equally.

The award rendered by the mediator shall be non-binding on the parties. Should mediation terminate by execution of a settlement agreement by the parties such agreement shall be enforceable and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. Should mediation terminate by written declaration of the mediator that mediation is no longer worthwhile or by written declaration of either party for any reason, the claim or dispute may be appealed to a court of competent jurisdiction. During the period of time in which a dispute or claim exists and during any mediation or any litigation, the Supplier shall continue to provide the County with all electricity and service required by this Agreement.

ARTICLE VI

TERM AND TERMINATION

**SECTION 6.1 TERM.** This Agreement shall become effective on the Contract Date and shall continue in effect until the Termination Date. Full Requirements Service to the County will commence on the appropriate meter read date as determined by the Electric Distribution Company following the execution of the Agreement. The County may not contract with Supplier for provision of Full Requirements Service before the Commencement Date. No contract between Supplier and the County shall extend beyond the Termination Date, unless otherwise agreed to in writing by both parties.

**SECTION 6.2 TERMINATION.** In addition to any other rights of termination set forth in this Agreement, this Agreement may be terminated prior to the Termination Date based on the following:

- (a) by the County, if the Supplier fails to provide electrical service in accordance with this Agreement;
- (b) by the County, at its sole option, immediately upon the filing of a voluntary bankruptcy petition by the Supplier, or the final adjudication of the Supplier as bankrupt after the filing of an involuntary petition; or
- (c) by the County, immediately, in the event that Supplier's Third Party Supplier Agreements with the applicable Electric Distribution Companies are terminated.

Upon the effective Termination Date, all rights and privileges granted to the Supplier shall cease. Notwithstanding the foregoing, Supplier shall be liable for, inter alia, any Loss the County incurs in excess of the Contract Price should the County be obliged to procure Replacement Energy as a result of the termination of this Agreement by the County under this Section 6.2. The parties acknowledge that termination of this Agreement by the County upon the breach by Supplier would severely harm the County. Therefore, in the event of any voluntary or involuntary bankruptcy or similar proceeding on the part of Supplier, Supplier agrees that it will petition any relevant court for prompt action to accept or reject this Agreement.

## ARTICLE VII

### GENERAL

**SECTION 7.1 SECURITY FOR PERFORMANCE.** During the term of this Agreement, the Supplier shall maintain surety bond with the BPU as required under Applicable Law as security for performance under this Agreement.

**SECTION 7.2 WINDING UP ARRANGEMENTS.** The Supplier shall fully cooperate with the County in connection with the transition to a new Full Requirements Service supplier or return as a Basic Generation Service customer following the termination or expiration of this Agreement.

**SECTION 7.3 INDEMNIFICATION.** Supplier agrees to indemnify, defend and hold harmless the County of Camden, its officials, officers, employees and agents from and against any and all Losses related to this Agreement, caused in whole or in part by the Supplier's negligent action(s) or failure(s) to act, and any and all claims of title of any person in connection with the Full Requirements Service sold hereunder or any other charges thereon which attach before title passes to the County. The provisions of this Section 7.3 shall survive the expiration or earlier termination of this Agreement.

**SECTION 7.4 ASSIGNMENT AND SUBCONTRACTING.** Neither party shall assign or subcontract this Agreement without the prior written approval of the other party, which approval shall not be unreasonably withheld. Any sale of substantially all of the assets of Supplier or the merger, consolidation or sale of Supplier or other similar transaction shall not be deemed to be an assignment for purposes of this Agreement.

**SECTION 7.5 TAXES.** Supplier's Contract Price shall include all taxes and Supplier shall cause all such taxes to be paid. Supplier shall indemnify and hold harmless the County of Camden, its officials, officer, employees and agents from any and all Losses arising from Supplier's non-payment of such taxes.

**SECTION 7.6 NON-DISCRIMINATORY PROVISION OF SERVICE.** The Supplier shall supply Full Requirements Service to the County on a non-discriminatory basis. The Supplier further agrees to comply with the Affirmative Action and Americans with Disabilities Act provisions set forth in Appendix H and Appendix I to the ITB and incorporated herein and made a part hereof.

**SECTION 7.7 CONSUMER LISTS.** To the extent not prohibited by law, the Supplier shall, upon request of the County, provide such reasonable identifying and aggregate consumption data as the County may request at no additional cost to the County.

**SECTION 7.8 COMPLIANCE WITH LAWS.** The Supplier shall promptly and fully comply with all applicable statutes, ordinances, judgments, decrees, orders, rules and regulations of any legislature, court, agency or other governmental body having jurisdiction over the Supplier's activities, including, but not limited to, all billing, collection, environmental disclosure, "green power", and termination regulations of the BPU and PJM applicable to the services being provided by the Supplier hereunder.

Whenever performance of an obligation of the Supplier requires the consent or approval of any governmental agency or body, the Supplier shall make its best, good faith efforts to promptly obtain such consent or approval.

**SECTION 7.9 INSURANCE.** Supplier shall secure and maintain, through the term of this Agreement, at its own expense, comprehensive commercial general liability insurance of at least \$1,000,000 combined single limit with insurer and coverage reasonably satisfactory to the County.

SECTION 7.10 AUDIT RIGHTS. The County shall have the right, upon reasonable notice and at reasonable times, to examine the books and records of the Supplier and to make abstracts thereof to the extent reasonably necessary to verify the accuracy of any billing statement, payment demand, charge, payment or computation made under this Agreement. Notwithstanding any other provision of this Agreement, the rights conferred by this Section 7.10 shall survive the expiration or earlier termination of this Agreement by a period of one (1) year.

SECTION 7.11 AMERICANS WITH DISABILITIES ACT. The Supplier and the County do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. §12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the County pursuant to this contract, the Supplier agrees that the performance shall be in strict compliance with the Act. In the event that the Supplier, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the Supplier shall defend the County in any action or administrative proceeding commenced pursuant to this Act. The Supplier shall indemnify, protect, and save harmless the County, their agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages of whatever kind of nature arising out of or claimed to arise out of the alleged violation. The Supplier shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the County's grievance procedure, the Supplier agrees to abide by any decision of the County which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the County or if the County incur any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the Supplier shall satisfy and discharge the same at its own expense.

The County shall, as soon as possible after a claim has been made against any of them, give written notice thereof to the Supplier along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the County or any of their agents, servants, and employees, the County shall expeditiously forward or have forwarded to the Supplier every demand, complaint, notice, summons, pleading, or other process received by the County or their representatives.

It is expressly agreed and understood that any approval by the County of the services provided by the Supplier pursuant to this contract will not relieve the Supplier of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the County pursuant to this paragraph.

It is further agreed and understood that the County assume no obligation to indemnify or save harmless the Supplier, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the Supplier expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the Supplier's obligations assumed in this Agreement, nor shall they be construed to relieve the Supplier from any liability, nor preclude the County from taking any other actions available to it under any other provisions of this Agreement or otherwise by law.

SECTION 7.12 NOTICE. All notices, demands, requests, consents or other communications required or permitted to be given or made under this Agreement shall be in writing to the following addresses;

if to Supplier to:

XXXX

XXXX  
[SUPPLIER]  
Address  
Phone  
Fax  
Email

Attn: John Deese  
Hess Corporation  
1 Hess Plaza  
Woodbridge NJ 07095  
732-750-6927  
jdeese@hess.com

if to the County:

County of Camden  
Office of County Counsel  
Courthouse, 14<sup>th</sup> Floor  
520 Market Street  
Camden, NJ 08102

Other phone numbers relevant to this Agreement include the BPU Division of Customer Relations, which is 1-800-624-0241.

Notices hereunder shall be deemed properly served: (i) by hand delivery, on the day and at the time on which delivered to the intended recipient at the address set forth in this Agreement; (ii) if sent by mail, on the fifth business day after the day on which deposited in the United States certified or registered mail, postage prepaid, addressed to the intended recipient at its address set forth in this Agreement; or (iii) if by Federal Express or other reputable express mail service, on the next business day after delivery to such express mail service, addressed to the intended recipient at its address set forth in this Agreement.

SECTION 7.13 CHANGES IN CONTACT PERSONS. With proper notice, any party may change its address and contact person for this purpose. In the event that the name or telephone number of any contact for the Supplier changes, Supplier shall give prompt notice to the County and the County. In the event that the name or telephone number of any contact person for the County changes, prompt notice shall be given to the Supplier.

SECTION 7.14 EXPENSES. Each party hereto shall pay all expenses incurred by it in connection with its entering into this Agreement, including without limitation, all attorneys' and consultants' fees and expenses, except as otherwise expressly set forth herein and except for the Consultant Fee to be paid by the Supplier to Dorne-Tech, Inc. under a separate agreement. Any expenses (including attorneys' fees) relating to disputes between Supplier and the County shall be the responsibility of the Supplier and the County, respectively.

SECTION 7.15 NO JOINT VENTURE. Nothing herein contained shall be deemed to constitute any party a partner, agent or legal representative of the other party, or to create a joint venture, agency or any relationship between the parties.

SECTION 7.16 WAIVER. No waiver by any party hereto of any one or more defaults by any other party in the performance of any provision of this Agreement shall operate or be construed as a waiver of any future default, whether of like or different character. No failure on the part of any party hereto to complain of any action or non-action on the part of any other party, no matter how long the same may continue, shall be deemed to be a waiver of any right hereunder by the party so failing. A waiver of any of the provisions of this Agreement shall only be effective if made in writing and signed by the party who is making such a waiver.

SECTION 7.17 FORCE MAJEURE. The Supplier shall be responsible for the delivery of Full Requirements Service to the Delivery Points specified under the terms of this Agreement unless a condition of Force Majeure is in effect. As used herein, "Force Majeure" means any event beyond the

control of, and without the fault or negligence of, the party claiming Force Majeure, which materially and adversely affects the ability to perform on the part of the party claiming the Force Majeure. It shall include without limitation, sabotage, acts of God, war, riot, civil disturbance, earthquake, hurricane, flood, explosion, fire, lightning, landslide, and acts of the Government in either its sovereign or contractual capacity. Notwithstanding any other provision of this Agreement, the Supplier shall, upon becoming aware of a Force Majeure condition notify the County of any Force Majeure condition promptly by telephone, but in no event more than twenty-four (24) hours later, and confirm such notice in writing within one week thereafter, setting forth the full particulars in connection therewith, to the extent available. Supplier shall use its best efforts to remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the County of the cessation of such condition, at which time the parties will resume their obligations under this Agreement as if the event had not occurred.

Force Majeure shall specifically include: (i) any delay on the part of the Electric Distribution Company in transferring an account from the Electric Distribution Company to the Supplier, and (ii) a failure on the part of the Electric Distribution Company to provide Distribution services, or billing services if required, unless such delay or failure is due to the fault of the Supplier.

It is specifically understood that in no event shall the following acts or conditions constitute a Force Majeure condition: (i) the economic hardship of either party, interest or inflation rates, or currency fluctuation; (ii) any event making delivering of Full Requirements Service difficult, uneconomic or impracticable, or the event of higher actual costs to the Supplier than its anticipated costs or its Contract Price; (iii) the failure of the Supplier to secure licenses or similar authorizations necessary to perform its obligations hereunder due to causes within its reasonable control; (iv) strikes, work stoppages, or other labor disputes or disturbances by the Supplier's employees; (v) union or labor work rules, requirements or demands which have the effect of increasing the number of employees employed by the Supplier or otherwise increasing the cost or burden to the Supplier of performing its obligations hereunder; (vi) any increase for any reason in premiums charged by the Supplier's insurers or the insurance markets generally for the required insurance hereunder; and (vii) any increase for any reason in the cost to the Supplier associated with maintaining the letter of credit required hereunder.

If by reason of Force Majeure the County is unable to carry out, either in whole or in part, its obligations herein contained, such party shall not be deemed to be in default during the continuation of such inability, provided that: (i) the non-performing party, promptly, but in no event more than, twenty-four (24) hours after becoming aware of such Force Majeure condition, makes an attempt to provide the Supplier with verbal notice followed by a written notice within one week thereafter describing the particulars of the occurrence, to the extent available; (ii) the suspension of performance shall be of no greater scope and of no longer duration than is required by the Force Majeure event; (iii) no obligations of the party which arose prior to the occurrence causing the suspension of performance be excused as a result of the occurrence; (iv) the non-performing party shall use its best efforts to remedy with all reasonable dispatch the cause or causes preventing it from carrying out its obligations; and (v) the non-performing party uses its best efforts to mitigate the consequences of such Force Majeure.

**SECTION 7.18 REGULATORY CHANGES.** The seller may pass through incremental costs associated with material changes to the regulations which impact Seller's costs, with 30 days' written notice provided to the County. Said notice shall identify the change of cost, but shall not include any profit, markup, or service fees.

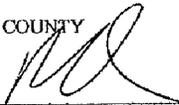
**SECTION 7.19 SEVERABILITY.** If any term or provision of this Agreement or the application thereof shall to any extent be held to be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to circumstances other than those to which it is invalid or enforceable, shall not be affected thereby, and each other term and provision of this Agreement shall be valid and shall be enforced to the extent permitted by law.

IN WITNESS WHEREOF, the undersigned have executed this Electric Supply Service Agreement as of the date first given above.

[SUPPLIER]

By: Hess Corporation   
[Printed name]  
Government/Bid Sales  
[Title]  
7/13/2010  
[Date]

CAMDEN COUNTY

By:   
[Printed name] Ross G. Angilella  
County Administrator  
[Title]  
7-23-10  
[Date]

B8



**2011 SJPC BID FOR RETAIL NATURAL GAS SUPPLY SERVICE  
EXECUTIVE SUMMARY**

TO: Participating Members of the South Jersey Power Co-operative (SJPC)  
FROM: Robert M. Damminger, Freeholder Director  
DATE: July 5, 2011  
RE: Natural Gas Bid Summary and Results

\*\*\*\*\*

On behalf of the participating members of the SJPC, bids for retail natural gas service were received by Camden County on **Thursday, May 19, 2011**. This document provides a summary of our bid strategy process, results, savings and other pertinent information.

**1.0 Contact Information, Low Bid Prices & Contract Service Period**

**1.1 Winning Bidders and Contact Information**

<u>PSE&amp;G Accounts</u>	<u>South Jersey Gas Accounts</u>	<u>SJPC Consultant:</u>
Hess Corporation One Hess Plaza Woodbridge, NJ 07095 732-750-6888 Phone 866-578-3590 Fax John Deese Victoria Bukreeva	Woodruff Energy 73 Water Street Bridgeton, NJ 08302 856-455-1111 Phone 856-455-4085 Fax Bob Petracci Christy Andersen	Dome-Tech, Inc. 510 Thornall St., Ste., 375 Edison, NJ 08837 732-590-0122 Phone 732-590-0129 Fax Erik Miller, Ext. 125 Shawn Tejani, Ext. 116

**1.2 Service Period and Low Bid Prices**

Service Start: December 2011  
Service End: November 2014  
Term of Service: 36 Months

	<u>Utility: PSE&amp;G</u>	<u>Utility: South Jersey Gas Company</u>
Current Retail Supplier	Woodruff Energy	Woodruff Energy
New Retail Supplier Beginning December 2011	Hess Corporation	Woodruff Energy
Current Rate*	\$1.1695/therm	\$1.0815/therm
New Rate (beginning December 2011)	\$0.7172/therm	\$0.70/therm
Projected Savings (%)	38.6%	35.2%

\*NOTE: The rates shown above are not inclusive of delivery charges from the utility company

BOARD OF  
CHOSEN FREEHOLDERS  
COUNTY OF GLOUCESTER  
STATE OF NEW JERSEY  
FREEHOLDER DIRECTOR  
Robert M. Damminger



PO Box 337  
Woodbury, NJ 08096

Phone: 856.853.3395  
Fax: 856.853.3495

rdamminger@co.gloucester.nj.us

www.gloucestercounty.nj.gov

New Jersey Relay Service 711

## 2.1 Account Categories

Due to the fact that SJPC member-counties span two utility territories (PSE&G and South Jersey Gas), we must receive bid pricing for each of the following account categories:

- I. PSE&G accounts
- IIa. South Jersey Gas, "Monthly-Service" accounts (annual usage >5,000 therms)
- IIb. South Jersey Gas, "Periodic-Service" accounts (annual usage <5,000 therms)

Many entities have natural gas accounts that fall into more than one category.

## 2.2 Bid Award and Rate Components

The PSE&G account category was awarded to Hess Corporation and the South Jersey Gas categories were awarded to Woodruff Energy, all for the 36 month term. Rather than float with a monthly market price, the goals of the SJPC are to achieve rate stability and budget certainty; to this end, the group locked into the fixed rate option for all accounts included in the bid.

If you have any questions concerning this document or process, you may feel free to contact Peter Mercanti, Purchasing Director or Dome-Tech Inc. directly.



Dome-Tech, Inc.

www.dome-tech.com

510 Thornall Street, Suite 375  
Edison, NJ 08837  
Tel: 732.590.0122  
Fax: 732.590.0129

**2011 SJPC BID FOR RETAIL NATURAL GAS SUPPLY SERVICE**  
**EXECUTIVE SUMMARY**

**TO:** Participating Members of the South Jersey Power Co-Operative (SJPC)  
**FROM:** Dome-Tech, Inc.  
**DATE:** June 2011  
**RE:** Natural Gas Bid Summary and Results.

On behalf of the participating members of the SJPC, bids for retail natural gas service were received by Camden County on Thursday, May 19, 2011. This document provides a summary of our bid strategy, process, results, savings and other pertinent information. If you have any questions concerning this document or process, you may feel free to contact your County Purchasing office or Dome-Tech, directly.

**1.0 CONTACT INFORMATION, LOW BID PRICES AND CONTRACT SERVICE PERIOD**

**1.1 WINNING BIDDERS AND CONTACT INFORMATION**

<b><u>PSE&amp;G Accounts:</u></b>	<b><u>South Jersey Gas Accounts:</u></b>	<b><u>SJPC Consultant:</u></b>
Hess Corporation	Woodruff Energy	Dome-Tech, Inc.
One Hess Plaza	73 Water Street	510 Thornall St., Suite 375
Woodbridge, NJ 07095	Bridgeton NJ 08302	Edison NJ 08837
732-750-6888 phone	856-455-1111 phone	732-590-0122 phone
866-578-3590 fax	856-455-4085 fax	732-590-0129 fax
John Deese	Bob Petracci	Erik Miller, ext.125
Victoria Bukreeva	Christy Andersen	Shawn Tejani, ext.116

**1.2 SERVICE PERIOD AND LOW BID PRICES**

**Service Start:** December 2011  
**Service End:** November 2014  
**Term of Service:** 36 months

	Utility: PSE&G	Utility: South Jersey Gas Co.
Current Retail Supplier	Woodruff Energy	Woodruff Energy
New Retail Supplier, beginning December 2011	Hess Corporation	Woodruff Energy
Current Rate *	\$1.1695/therm	\$1.0815/therm
New Rate (beginning December 2011) *	\$0.7172/therm	\$0.70/therm
Projected Savings (%)	38.6%	35.2%

\* Note: The rates shown above are not inclusive of delivery charges from the utility company.

Commissioning • HVAC Performance Testing • Energy Audits • Project Management  
Retro-Commissioning • Facility Management Consulting • Energy Procurement

**2.0 BID DISCUSSION; BACKGROUND, BID PERFORMANCE, MARKET CONDITIONS, ETC.**

Similar to the SJPC's last bid for natural gas in the summer of 2008, a pricing matrix was developed for bid pricing by NJBPU-licensed, retail suppliers of natural gas. This matrix accounts for multiple pricing scenarios, including three (3) different account categories, two (2) different deal terms, and two (2) different product requests. This is further described below.

**2.1 ACCOUNT CATEGORIES**

Due to the fact that SJPC member-counties span two utility territories (PSE&G and South Jersey Gas), we must receive bid pricing for each of the following account categories:

- I. PSE&G accounts
- Ia. South Jersey Gas, "Monthly-Service" accounts (annual usage >5,000 therms)
- Ib. South Jersey Gas, "Periodic-Service" accounts (annual usage <5,000 therms)

Many entities have natural gas accounts that fall into more than one category.

**2.2 PRODUCTS AND TERMS**

For each account category, above, we requested both 24-month and 36-month pricing. We also asked that suppliers offer pricing for the following two (2) product types: 1) fixed "Upcharge" pricing; and 2) all-inclusive fixed "City Gate" pricing. The primary difference between these two products lies in the treatment of the commodity portion of the rate (which is the bulk of the rate). The 1<sup>st</sup> option leaves out the commodity portion of the rate, with the intention of acting on this component on a day subsequent to bid day; the 2<sup>nd</sup> option is an all-inclusive fixed price that incorporates the commodity portion of the rate. Bidding in this fashion allows for maximum flexibility, in terms of being able to react and respond to unanticipated market swings that may occur during the bid process.

**2.3 BID RESPONSE SUMMARY**

The following four (4) NJBPU-registered retail energy companies participated in this year's process: Woodruff Energy, Hess Corporation, South Jersey Energy (a subsidiary of South Jersey Gas Company) and Glacial Energy. Below please find the full summary of bid pricing options and supplier responses:

Account Category	Retail Supplier	24 Month Term		36 Month Term	
		Fixed "Upcharge" Price	All-Inclusive Fixed Price	Fixed "Upcharge" Price	All-Inclusive Fixed Price
I. PSE&G Accounts	Hess	\$0.1684	\$0.7073	\$0.1572	\$0.7172
	Woodruff	\$0.1829	\$0.7309	\$0.1808	\$0.7406
	SJ Energy	\$0.2177	\$0.7651	\$0.2060	\$0.7768
	Glacial	\$0.2956	No Bid	\$0.2876	No Bid
Ia. SJ Gas "Monthly" (>5,000 therms)	Woodruff	\$0.1504	\$0.7013	\$0.1480	\$0.7000
	Hess	\$0.1629	\$0.7044	\$0.1570	\$0.7209
	SJ Energy	\$0.1814	\$0.7271	\$0.1760	\$0.7453
	Glacial	\$0.3039	No Bid	\$0.2987	No Bid
Ib. SJ Gas "Periodic" (<5,000 therms)	Woodruff	\$0.1504	\$0.7013	\$0.1480	\$0.7000
	Hess	\$0.1701	\$0.7112	\$0.1645	\$0.7281
	SJ Energy	No Bid	No Bid	No Bid	No Bid
	Glacial	\$0.3378	No Bid	\$0.3332	No Bid



**2.6 PROJECTED ANNUAL COST SAVINGS, BY ENTITY**

The estimated savings projections presented below are based on the SJPC's last contract rate versus the new contract rate. For estimating purposes, the calculations herein assume that future consumption levels will be consistent with historical consumption levels; also, savings for any entities and/or accounts that were new to this 2011 bid process are shown herein as if they were previously being served at the SJPC's last contract rate.

SJPC 2011 NATURAL GAS BID SAVINGS (2008 vs. 2011 contract)							
COUNTY	ENTITY	# OF ACCOUNTS	UTILITY	HISTORICAL ANNUAL USAGE (therms)	Dec08-Dec11 Estimated Annual Cost (PSEG: \$1.1695 per therm; SJG Monthly: \$1.0815; SJG Periodic: \$1.0627)	Dec11-Dec14 Projected Annual Cost (PSEG: \$0.7172 per therm; SJG \$0.70 per therm)	PROJECTED ANNUAL SAVINGS (2011 vs 2012)
Atlantic	Absecon City	3	SJ GAS	17,435	\$18,783	\$12,205	\$6,579
Atlantic	Brigantine City	34	SJ GAS	40,714	\$43,777	\$28,500	\$15,277
Atlantic	County of Atlantic	31	SJ GAS	450,042	\$486,031	\$315,020	\$171,001
Atlantic	Egg Harbor City	8	SJ GAS	30,104	\$32,557	\$21,073	\$11,485
Atlantic	Egg Harbor Twp	10	SJ GAS	24,984	\$26,822	\$17,489	\$9,333
Atlantic	Folsom Borough	2	SJ GAS	4,216	\$4,480	\$2,951	\$1,529
Atlantic	Galloway Twp	19	SJ GAS	19,951	\$21,344	\$13,966	\$7,378
Atlantic	Hamilton Twp	5	SJ GAS	22,617	\$24,232	\$15,832	\$8,399
Atlantic	Hamilton Twp MUA	7	SJ GAS	14,238	\$15,398	\$9,967	\$5,432
Atlantic	Mullica	3	SJ GAS	5,503	\$5,848	\$3,852	\$1,996
Atlantic	Northfield	4	SJ GAS	14,812	\$15,950	\$10,369	\$5,581
Atlantic	Somers Point	11	SJ GAS	21,358	\$22,843	\$14,951	\$7,892
<b>ATLANTIC SUB-TOTAL</b>				<b>665,975</b>	<b>\$718,065</b>	<b>\$466,183</b>	<b>\$251,883</b>
Camden	Barrington Board of Education	3	PSEG	58,245	\$63,779	\$40,339	\$23,440
Camden	Berlin Township	11	SJ GAS	12,277	\$13,017	\$8,594	\$4,423
Camden	Borough of Audubon	5	PSEG	3,959	\$6,969	\$4,274	\$2,695
Camden	Borough of Brooktown	6	PSEG	17,063	\$19,955	\$12,238	\$7,718
Camden	Borough of Cheshurst	3	SJ GAS	6,081	\$6,585	\$4,264	\$2,322
Camden	Borough of Haddonfield	4	PSEG	22,472	\$26,282	\$16,117	\$10,164
Camden	Borough of Laurel Springs	5	SJ GAS	11,695	\$12,428	\$8,187	\$4,242
Camden	Borough of Stratford	9	SJ GAS	13,312	\$14,147	\$9,318	\$4,828
Camden	Camden County Buildings & Operations*	18	PSEG/SJGas	172,649	\$186,418	\$120,855	\$65,563
Camden	Camden County College	2	PSEG/SJGas	597,838	\$648,440	\$418,856	\$229,586
Camden	Camden County Dept of Parks	2	SJ GAS	4,761	\$5,060	\$3,333	\$1,727
Camden	Camden County Dept of Public Safety	1	SJ GAS	9,838	\$10,639	\$6,886	\$3,753
Camden	Camden County Dept of Public Works	2	SJ GAS	67,374	\$72,819	\$47,162	\$25,657
Camden	Camden County Library	5	PSEG/SJGas	20,525	\$23,526	\$14,627	\$8,899
Camden	Camden County MUA	4	PSEG	2,480,926	\$2,854,663	\$1,750,832	\$1,104,031
Camden	Camden County Parks & Rec	1	PSEG	9,086	\$10,638	\$6,524	\$4,114
Camden	Camden County Technical Schools	2	PSEG/SJGas	438,217	\$486,238	\$309,157	\$177,081
Camden	Cherry Hill Fire District*	9	PSEG/SJGas	27,115	\$31,354	\$19,390	\$11,965
Camden	Cherry Hill Public Library	1	PSEG	38,404	\$44,918	\$27,543	\$17,375
Camden	City of Camden	26	PSEG	144,116	\$168,544	\$103,360	\$65,184
Camden	City of Gloucester City*	6	PSEG	33,583	\$39,275	\$24,086	\$15,190
Camden	County of Camden - Corrections	1	PSEG	29,080	\$34,010	\$20,896	\$13,113
Camden	County of Camden - Courthouse*	5	PSEG	157,244	\$183,857	\$112,725	\$71,132
Camden	Gloucester Township Fire District #6	1	SJ GAS	5,781	\$6,252	\$4,047	\$2,205
Camden	Lindenwold Fire Co #1	1	SJ GAS	3,204	\$3,405	\$2,243	\$1,162
Camden	Lindenwold Fire Co #2	1	SJ GAS	2,673	\$2,841	\$1,871	\$969
Camden	Lindenwold Fire Co #3	1	SJ GAS	3,809	\$4,188	\$2,706	\$1,482
Camden	Pennsauken Sewerage Authority*	3	PSEG	4,431	\$5,182	\$3,178	\$2,004
Camden	Pennsauken Township	8	PSEG	53,126	\$62,130	\$38,102	\$24,029
Camden	Pennsauken Township Board of Education	15	PSEG	442,433	\$517,425	\$317,313	\$200,112
Camden	Pine Hill Board of Education	7	SJ GAS	148,015	\$159,944	\$103,610	\$56,333
Camden	Pine Hill Fire District #1	1	SJ GAS	4,057	\$4,311	\$2,840	\$1,471
Camden	Pine Hill MUA	3	SJ GAS	3,602	\$3,828	\$2,521	\$1,306
Camden	Pollution Control Financing Authority	1	PSEG	3,795	\$4,439	\$2,722	\$1,717
Camden	Township of Cherry Hill	11	PSEG	59,173	\$69,203	\$42,439	\$26,764
Camden	Township of Gloucester	13	SJ GAS	49,984	\$53,696	\$34,989	\$18,707
Camden	Township of Haddon	6	PSEG	20,154	\$23,570	\$14,455	\$9,115
<b>CAMDEN SUB-TOTAL</b>				<b>5,139,319</b>	<b>\$5,885,049</b>	<b>\$3,661,806</b>	<b>\$2,223,243</b>



**2.6 PROJECTED ANNUAL COST SAVINGS, BY ENTITY (CONT.)**

SJPC 2011 NATURAL GAS BID SAVINGS (2008 vs. 2011 contract)							
COUNTY	ENTITY	# OF ACCOUNTS	UTILITY	HISTORICAL ANNUAL USAGE (therms)	Dec08-Dec11 Estimated Annual Cost (PSEG: \$1.1605 per therm; SJG Monthly: \$1.0815; SJG Periodic: \$1.0627)	Dec11-Dec14 Projected Annual Cost (PSEG: \$0.7172 per therm; SJG \$0.70 per therm)	PROJECTED ANNUAL SAVINGS (2011 vs 2012)
Cape May	Borough of Avalon	17	SI GAS	55,185	\$59,394	\$38,630	\$20,764
Cape May	Borough of West Cape May	3	SI GAS	9,708	\$10,317	\$6,728	\$3,521
Cape May	Borough of Wildwood Crest	8	SI GAS	29,578	\$31,731	\$20,705	\$11,026
Cape May	Cape May County	39	SI GAS	245,835	\$264,216	\$171,525	\$92,692
Cape May	Cape May County MUA	15	SI GAS	82,148	\$88,354	\$57,504	\$30,851
Cape May	City of Cape May	7	SI GAS	24,704	\$26,451	\$17,393	\$9,158
Cape May	City of North Wildwood	4	SI GAS	31,019	\$33,547	\$21,713	\$11,834
Cape May	City of Wildwood	16	SI GAS	62,056	\$66,564	\$43,439	\$23,125
Cape May	Lower Township	4	SI GAS	16,387	\$17,634	\$11,871	\$5,763
Cape May	Ocean City	20	SI GAS	106,132	\$114,193	\$74,292	\$39,901
Cape May	Sea Isle City	17	SI GAS	47,877	\$51,345	\$33,514	\$17,831
Cape May	Upper Township	4	SI GAS	9,815	\$9,679	\$6,311	\$3,368
Cape May	Wildwood City Board of Education	3	SI GAS	74,584	\$80,630	\$52,709	\$28,422
Cape May	Wildwood Crest Board of Education	1	SI GAS	27,411	\$29,645	\$19,188	\$10,457
<b>CAPE MAY SUB-TOTAL</b>				<b>820,839</b>	<b>\$883,699</b>	<b>\$574,587</b>	<b>\$309,112</b>
Cumberland	County of Cumberland	19	SI GAS	261,094	\$281,284	\$183,766	\$98,618
Cumberland	Borough of Shiloh	1	SI GAS	4,187	\$4,450	\$2,931	\$1,519
Cumberland	City of Millville	18	SI GAS	60,725	\$65,370	\$42,507	\$22,863
Cumberland	City of Vineland	22	SI GAS	113,703	\$122,346	\$79,592	\$42,754
Cumberland	Commercial Township	4	SI GAS	7,336	\$7,798	\$5,135	\$2,663
Cumberland	Cumberland County Utilities Authority*	2	SI GAS	15,018	\$16,242	\$10,513	\$5,730
Cumberland	Fairfield Township	2	SI GAS	6,306	\$6,790	\$4,414	\$2,380
Cumberland	Lands Sewerage Authority*	2	SI GAS	6,757	\$7,305	\$4,730	\$2,575
Cumberland	Maurice River Township	2	SI GAS	11,238	\$12,154	\$7,867	\$4,287
Cumberland	Township of Deerfield	3	SI GAS	8,956	\$9,613	\$6,289	\$3,364
Cumberland	Township of Upper Deerfield	4	SI GAS	3,502	\$3,708	\$2,452	\$1,257
<b>CUMBERLAND SUB-TOTAL</b>				<b>504,823</b>	<b>\$543,552</b>	<b>\$353,376</b>	<b>\$190,176</b>
Gloucester	Borough of Paulsboro	3	SI GAS	12,517	\$13,423	\$8,762	\$4,661
Gloucester	City of Woodbury	6	PSEG	29,463	\$33,776	\$20,998	\$12,778
Gloucester	County of Gloucester*	49	PSEG	242,002	\$267,159	\$170,657	\$96,503
Gloucester	Dealford Township	7	SI GAS	37,419	\$40,295	\$26,193	\$14,102
Gloucester	East Greenwich Township	6	SI GAS	15,996	\$16,998	\$11,197	\$5,802
Gloucester	GCIA	12	SI GAS	82,365	\$88,833	\$57,658	\$31,175
Gloucester	Gloucester County SSSD	5	SI GAS	34,098	\$36,412	\$23,869	\$12,544
Gloucester	Gloucester County Utilities	3	SI GAS	338,822	\$362,686	\$237,175	\$125,511
Gloucester	Gloucester County VSD	1	SI GAS	126,634	\$136,954	\$88,644	\$48,311
Gloucester	Greenwich Township	1	SI GAS	9,632	\$10,413	\$6,742	\$3,671
Gloucester	Harrison Township	10	SI GAS	14,314	\$15,331	\$10,020	\$5,312
Gloucester	Logan Township School District	2	SI GAS	27,631	\$29,883	\$19,342	\$10,541
Gloucester	Monroe Township	18	SI GAS	100,192	\$107,066	\$70,134	\$37,832
Gloucester	National Park Borough	3	PSEG	6,889	\$8,173	\$5,012	\$3,161
Gloucester	Township of Franklin	6	SI GAS	19,121	\$20,518	\$13,385	\$7,133
Gloucester	West Deptford Township	11	PSEG	99,389	\$116,235	\$71,282	\$44,954
<b>GLOUCESTER SUB-TOTAL</b>				<b>1,629,103</b>	<b>\$1,560,480</b>	<b>\$1,008,830</b>	<b>\$556,650</b>
Salem	County of Salem	12	SI GAS	191,000	\$206,567	\$133,700	\$72,867
Salem	Borough of Elmer	1	SI GAS	3,019	\$3,208	\$2,113	\$1,095
Salem	County of Salem	13	SI GAS	146,985	\$158,605	\$102,890	\$55,715
Salem	Township of Pennsville*	11	SI GAS	34,572	\$36,281	\$23,204	\$13,077
<b>SALEM SUB-TOTAL</b>				<b>365,581</b>	<b>\$394,660</b>	<b>\$255,907</b>	<b>\$138,753</b>
<b>TOTALS</b>				<b>8,925,640</b>	<b>\$9,985,506</b>	<b>\$6,315,689</b>	<b>\$3,669,817</b>

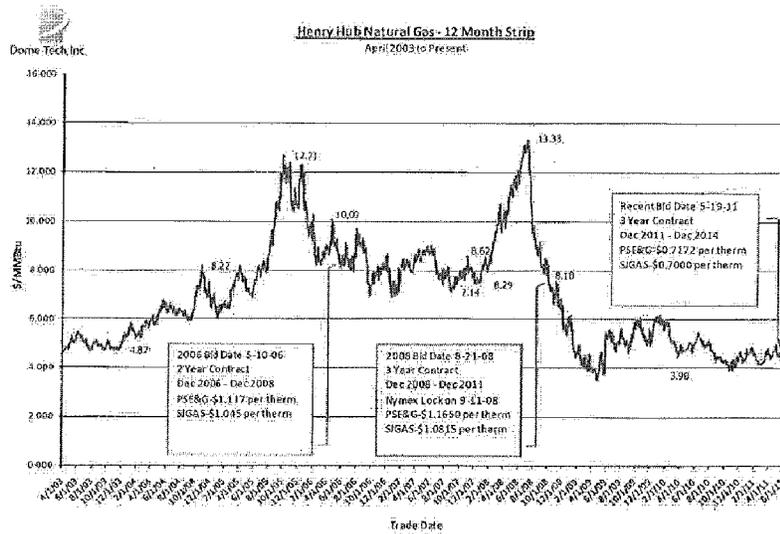
\* Please Note: Numerous entities may have one or more natural gas accounts that have been identified by the utility as being either "invalid" or potentially "fined" and closed. As a result, historical usage data for these accounts may not have been available, and actual natural gas usage for these entities may be other than what is shown herein.



**2.7 ENERGY MARKET CONDITIONS**

During the first half of 2008, energy futures prices experienced a long, steady climb. However, in the fall of 2008, all markets began a steep decline which continued into 2009, and then began to move sideways through 2010 and into 2011. Prices rebounded a bit in late 2009 and 2010 but the market was still favorable going into 2011. The results were 5-7 year lows for electricity, oil and natural gas prices. While there are multiple contributing factors that can be cited as responsible for this decline, some reasons include: the increased supply of shale gas and our country's economic recession, which resulted in decreased demand.

Below please find a graph that shows the last several years' worth of market settlement prices for natural gas. The graph shows the average closing prices of a rolling 12-month period of energy futures prices. The graph is representative of the commodity, alone; it does not include any of the additional components (upcharge or basis) that comprise a retail energy price. It is intended to provide an indication of the level of pricing that a particular customer might expect to see, but the graphs do not account for the specific load profile of any individual energy user. We have noted the SJPC's recent natural gas bid history herein.



**2.8 ONGOING CONTRACT SUPPORT AND BUDGET ASSISTANCE**

Throughout the course of this three-year contract, you may contact Dome-Tech for assistance with contract questions, budgeting assistance, billing issues, or general energy-related questions.



B9

**RESOLUTION URGING THE FEDERAL GOVERNMENT TO PREVENT  
THE CLOSING OF THE BELLMAWR POST OFFICE**

**WHEREAS**, the U.S. Postal Service has announced closing 252 of the 500 mail processing centers, which will result in slower first-class mail delivery by Spring 2012; and

**WHEREAS**, six mail centers in New Jersey alone will be affected, including facilities located in Edison, Pleasantville, Eatontown, Kearny, Teterboro and Bellmawr; and

**WHEREAS**, the closings and consolidations of postal facilities will lengthen the distance mail travels from post office to processing center, in conjunction with the loss of roughly 100,000 jobs for postal employees; and

**WHEREAS**, the U.S. Postal Service will also lower delivery standards for first-class mail, which will have a negative impact in the sending and receiving of mail; and

**WHEREAS**, approximately 985 people work in the Bellmawr Branch Post Office; and

**WHEREAS**, the Bellmawr Branch Post Office services many residents, businesses, governmental entities, etc. within areas of Gloucester County and Camden County in their day-to-day activities and operations; and

**WHEREAS**, closing of the Bellmawr Branch would result in a hardship for said residents, businesses and governmental entities dependent upon the postal services available through this branch facility.

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Chosen Freeholders of the County of Gloucester hereby urges the Federal Government to prevent the closing of the Bellmawr Post Office which would adversely affect residents, businesses, governmental entities, etc. in Gloucester County and all surrounding areas.

**ADOPTED** at a regular meeting of the Gloucester County Board of Chosen Freeholders held on Wednesday, December 21, 2011 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT N. DILELLA, CLERK**

C1

**RESOLUTION AUTHORIZING A GRANT APPLICATION AND PROPOSAL TO THE  
DEPARTMENT OF ENVIRONMENTAL PROTECTION REQUESTING CERTAIN  
FUNDING UNDER THE COUNTY ENVIRONMENTAL HEALTH ACT FOR 2012**

**WHEREAS**, The Gloucester County Department of Health and Senior Services seeks to make application and prepare a proposal to the New Jersey Department of Environmental Protection under the County Environmental Health Act (CEHA) for the continuation of funding for the calendar year 2012; and

**WHEREAS**, it is a necessary requirement in the application process for an authorized representative of the County to approve and sign documents related to the application; and

**WHEREAS**, the Department of Health and Senior Services has requested that the Freeholder Board authorize the Freeholder Director or his designee to sign any documents pertaining to this grant application or award; and

**WHEREAS**, said funding will be properly inserted as a special item of revenue in the Gloucester County budget upon grant application approval.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Chosen Freeholders of the County of Gloucester that the Freeholder Director or his designee is hereby authorized to sign any and all documents for the continuation of the County Environmental Health Act funding (CEHA) for the calendar year 2012.

**ADOPTED** at a regular meeting of the Gloucester County Board of Chosen Freeholders held on Wednesday, December 21, 2011 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTESTED BY:**

**ROBERT N. DILELLA, CLERK**



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BOARD OF  
CHOSEN FREEHOLDERS

COUNTY OF GLOUCESTER  
STATE OF NEW JERSEY

FREEHOLDER DIRECTOR  
Robert M. Damming

FREEHOLDER LIAISON  
Vincent H. Nestore Jr.



DEPARTMENT OF HUMAN  
SERVICES

DIRECTOR  
Lisa A. Cerny

P.O. Box 337  
Woodbury, NJ 08096

Phone: 856.384.6870  
Fax: 856.384.0207

[lcerny@co.gloucester.nj.us](mailto:lcerny@co.gloucester.nj.us)

[www.gloucestercountynj.gov](http://www.gloucestercountynj.gov)

TO: Karen Christina

DEPARTMENT: Health & Senior Services

GRANT TITLE: County Environmental Health Act

DATE: December 8, 2011

**CERTIFICATION LETTER**

The DEPARTMENT OF HUMAN SERVICES certifies that the enclosed Grant has been reviewed and meets the standard requirements

REVIEWED BY: [Signature]

REVIEWED BY: [Signature]  
Grants Coordinator

FREEHOLDER MEETING: December 21, 2011

New Jersey Relay Service - 711  
Gloucester County Relay Service  
(TTY/TTD) - (856)848-6616

DEP-039 (7/99)

**New Jersey Department of Environmental Protection  
COUNTY ENVIRONMENTAL HEALTH ACT  
2012 GRANT APPLICATION**

(Type or Print All Data)

COUNTY: Gloucester

- 1. Name of Applicant/Organization: Gloucester County Department of Health and Senior Services  
Address: 204 East Holly Ave, Sewell, NJ 08080  
Phone: 856-218-4136
- 2. Name & Title of Principal County Contact: Donald C Schneider, Environmental Health Coordinator  
Address (if different) \_\_\_\_\_  
Phone 856-218-4180
- 3. Name & Title of Fiscal Contact: Karen Christina, Fiscal Officer  
Address (if different) \_\_\_\_\_  
Phone: 856-218-4134
- 4. Name & Title of Certifying Representative Robert M. Damminger, Director, Board of Chosen Freeholders  
Address Gloucester County Administration Building, 2 S. Broad Street, Woodbury, NJ 08096  
Phone 856-853-3390
- 5. Name of CEHA Certified Subcontractor\* Office of Emergency Management  
Name and Title of Contact Thomas Butts, Emergency Management Coordinator  
Address 1200 N. Delsea Drive, Clayton, NJ 08312  
Phone 856-307-7100

*(\*Use additional pages if needed.)*

- 6. Vendor I.D. Number 21-6000-06
- 7. Certification:

The applicant certifies that to the best of his/her knowledge and belief all data supplied in this application and attachments are true and correct, the document has been duly authorized by the governing body of the applicant and further understands and agrees that any grant received as a result of this application shall be subject to the grant conditions, and other policies, regulations and rules issued by the New Jersey Department of Environmental Protection for the administration of grants.

**Name of Applicant** Robert M. Damminger      Title Freeholder Director  
(Certifying Representative for lead CEHA Agency)



Signature of Applicant \_\_\_\_\_ Date of Application \_\_\_\_\_

*(continued on next page)*

## GRANT REQUEST FORM

INCLUDE THE GRANT APPLICATION AND COMPLETED PROPOSAL. IF THE GRANT PROVIDES FOR OUTSIDE CONTRACTING, INCLUDE AN EXPLANATION OF YOUR SELECTION PROCEDURES FOR SUB-GRANTEES. ALSO INCLUDE BUDGET WITH COUNTY ACCOUNT NUMBERS.

DATE: 11/29/2011

1. TYPE OF GRANT  
         NEW GRANT  
  X   RENEWAL/CONTINUATION-PREVIOUS YR. BUDGET NUMBER 321

2. GRANT TITLE:         C.E.H.A.        

3. GRANT TERM: FROM: 01/01/12 TO: 12/31/12

4. COUNTY DEPARTMENT: Health and Senior Services

5. DEPT. CONTACT PERSON & PHONE NUMBER: Karen Christina 218-4134

6. NAME OF FUNDING AGENCY:         NJ DEP        

7. BRIEF DESCRIPTION OF GRANT PROGRAM (TO BE USED FOR CLERK OF BOARD): Supports services provided on behalf of DEP, including hazardous material, emergency response, water and noise pollution prevention.

8. PERSONNEL-EMPLOYEE NAME & AMOUNT OF SALARY FUNDED THROUGH PROPOSED GRANT PROGRAM (INDICATE A NEW HIRE WITH AN ASTERISK "\*" ):

NAME	AMOUNT	NAME	AMOUNT
<hr/>			
<hr/>			

9. TOTAL SALARY CHARGED TO GRANT: \$                                 

10. INDIRECT COST (IC) RATE:                          %

11. IC CHARGED TO GRANT \$         -0-        

12. FRINGE BENEFIT RATE CHARGED TO GRANT:                          %

13. DATE APPLICATION DUE TO GRANTOR         November 1st, 2011



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**RESOLUTION AUTHORIZING THE ACCEPTANCE OF THE FFY 2011  
HOMELAND SECURITY GRANT PROGRAM FROM THE NEW JERSEY OFFICE OF  
HOMELAND SECURITY AND PREPAREDNESS IN THE AMOUNT OF \$326,977.28**

**WHEREAS**, the mission of the Department of Homeland Security is to enhance the ability of State, local and tribal governments to prepare, prevent and respond to terrorist attacks and other disasters; and

**WHEREAS**, the Homeland Security Grant Program is a primary funding mechanism for building and sustaining national preparedness capabilities; and

**WHEREAS**, Homeland Security funding would enhance Gloucester County's ability to prevent, detect, deter, respond to, and recover from threats and acts of terrorism; and

**WHEREAS**, County of Gloucester is permitted to utilize a Government Service Administration Contract (GSA); when utilizing Homeland Security Funds; and,

**WHEREAS**, the acceptance will make the amount funded for the FFY11 Homeland Security Grant \$326,977.28; and

**WHEREAS**, said acceptance requires adoption of a resolution from the governing body.

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

- 1) That acceptance of the FFY 2011 Homeland Security Grant Program for funds in the amount of \$326,977.28 is hereby authorized for the purpose set forth hereinabove.
- 2) That the Freeholder Director and Clerk of the Board be and are hereby authorized and directed to execute any and all documents which may be necessary to effectuate the FFY11 Grant.
- 3) That the County of Gloucester is permitted to purchase from the Government Services Administration Contract (GSA) when spending said funds.

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester and State of New Jersey held on Wednesday, December 21, 2011 in Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT N. DILELLA,  
CLERK OF THE BOARD**



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BOARD OF  
CHOSEN FREEHOLDERS

COUNTY OF GLOUCESTER  
STATE OF NEW JERSEY

FREEHOLDER DIRECTOR  
Robert M. Damming

FREEHOLDER LIAISON  
Vincent H. Nestore Jr.



DEPARTMENT OF HUMAN  
SERVICES

DIRECTOR  
Lisa A. Cerny

P.O. Box 337  
Woodbury, NJ 08096

Phone: 856.384.6870

Fax: 856.384.0207

[lcerny@co.gloucester.nj.us](mailto:lcerny@co.gloucester.nj.us)

[www.gloucestercountynj.gov](http://www.gloucestercountynj.gov)

New Jersey Relay Service - 711  
Gloucester County Relay Service  
(TTY/TTD) - (856)848-6616

TO: Jack DeAngelo

DEPARTMENT: Emergency Response

GRANT TITLE: FFY11 Homeland Security Grant Program

DATE: December 8, 2011

**CERTIFICATION LETTER**

The DEPARTMENT OF HUMAN SERVICES certifies that the enclosed Grant has been reviewed and meets the standard requirements

REVIEWED BY: [Signature]

REVIEWED BY: [Signature]  
Grants Coordinator

FREEHOLDER MEETING: December 21, 2011

# STATE OF NEW JERSEY FEDERAL GRANT AGREEMENT

## Office of Homeland Security and Preparedness and

### County of Gloucester (Subgrantee)

#### GENERAL

- I. Grant Agreement Data
- II. Compliance with Existing Laws
- III. Bonding and Insurance
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#### PRE-AWARD REQUIREMENTS

- V. Special Grant Conditions

#### POST-AWARD REQUIREMENTS

- VI. Financial Management System
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- IX. Period of Performance
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- XIII. Property Management and Disposition Standards
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- A. Non-Supplanting Certification Form
- B. Standard Assurances
- C. Special Conditions
- D. Certification Regarding Lobbying

- E. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- F. Conditions on CBRN/HAZMAT Grant Funding
- G. Interoperability Projects
- H. OHSP Special Conditions for Funding Regarding Automated License Plate Readers
- I. Specialized Vehicles
- J. Information Technology Projects
- K. Protocol for Processing and Issuing ID Cards
- L. OHSP Grant Extension Request Form

**STATE OF NEW JERSEY  
NEW JERSEY OFFICE OF HOMELAND SECURITY AND PREPAREDNESS  
FEDERAL GRANT AGREEMENT**

**I. Grant Agreement Data.**

This agreement is between the **County of Gloucester** (hereinafter "subgrantee") and the **New Jersey Office of Homeland Security and Preparedness** (hereinafter the "SAA" or "State Administrative Agency"). The agreement is undertaken pursuant to the authority of the SAA under Executive Order No. 5 (Corzine 3/16/06) to pass through federal preparedness assistance awarded to New Jersey by the Department of Homeland Security (hereinafter "DHS") under the **FY11 Homeland Security Grant Program SHSP**, (Award No. 2011-SS-00120-S01, CFDA No 97.073) in the amount of **\$326,977.28**, hereinafter ("SHSP") or state preparedness funding.

**II. Compliance With Existing Laws.**

- A. The Subgrantee, in order to permit the SAA to award this grant, agrees to comply with all state and municipal laws, rules, regulations and requirements generally applicable to the activities in which the Subgrantee is engaged in the performance of this grant.
- B. These laws, rules, regulations and requirements include, but are not limited to the following.
1. New Jersey Department of the Treasury, Office of Management and Budget documents.
    - a. Circular Letters 04-04-OMB, Single Audit Policy for Recipients of State Grants and State Aid: <http://www.state.nj.us/infobank/circular/cir0404b.htm>
    - b. State Grant Compliance Supplement:  
<http://www.state.nj.us/treasury/omb/publications/grant/index.shtml>
    - c. Department of Treasury Fixed Assets, Circular No. 01-07-OMB:  
<http://www.state.nj.us/military/vmh-policies/Business%20Office%2044-02-016B.htm>
    - d. Department of Treasury Equipment Inventory Process, Circular No. 91-32-OMB:  
<http://www.nj.gov/infobank/circular/cir1119b.pdf>
    - e. Uniform Administrative Requirements for Grant and Agreements with Institutions of Higher Education, Hospitals and Other Nonprofits Organization, Circular A-110:  
<http://www.whitehouse.gov/omb/circulars-a110>

2. State Affirmative Action Requirements.

The Subgrantee agrees to require its contractors to comply with the requirements of N.J.A.C. 17:27, applicable provisions of N.J.S.A. 10:5, et al, and P.L. 1975, C127 and all implementing regulations.

C. The Subgrantee is in compliance with all requirements of Executive Order No. 5 (Corzine 3/16/06) and all federal NIMS compliance requirements, to include NIMSCAST reporting requirements, Homeland Security Presidential Directive No. 5: [www.fas.org/IRP/offdocs/NSPD/HSPD-5.html](http://www.fas.org/IRP/offdocs/NSPD/HSPD-5.html) and NIMS objectives: [http://www.fema.gov/pdf/emergency/nims/FY2009NIMSImplementationChart/pdf](http://www.fema.gov/pdf/emergency/nims/FY2009NIMSImplementationChart.pdf). Additional information on NIMS compliance is available at: <http://www.fema.gov/emergency/nims/ImplementationGuidanceStakeholders.shtm>.

D. Failure to comply with the laws, rules and regulations shall be grounds to terminate this grant.

**III. Bonding and Insurance.**

It is the responsibility of the Subgrantee to ensure all bonding and insurance requirements consistent with the business/not-for-profit entity are executed to include the purposes and intent of this grant agreement.

**IV. Indemnification.**

The Subgrantee shall be solely responsible for any and all claims, loss, liability, expenses or damages resulting from any or all mental or physical injuries or disabilities, including death, to its employees or recipients of the Subgrantee's services or any other persons, or from any damage to any property sustained in connection with the delivery of the Subgrantee's services that results from any acts or omissions, including negligence or malpractice, or any of its officers, directors, employees, agents, servants or independent contractors, or from the Subgrantee's failure to provide for the safety and protection of its employees, whether or not due to negligence, fault or default of the Subgrantee to the extent provided in the New Jersey Tort Claims Act, N.J.S.A. 59:1-1, et seq. The Subgrantee's responsibility shall also include all legal fees and costs that may arise from these actions. The Subgrantee's liability under this grant agreement shall continue after the termination of this Grant Agreement with respect to any liability, loss, expenses or damages resulting from acts occurring prior to termination.

**V. Special Grant Conditions.**

A. Subgrantee may be considered "high risk" if OHSP determines that a Subgrantee meets any of the following criteria.

1. Has a history of unsatisfactory performance.
2. Is not financially stable.

3. Has a financial management system which does not meet the standards set forth in section VIII of this agreement.
  4. Has not complied with terms and conditions of a previous award.
- B. If a Subgrantee shall be deemed to be a high risk by OHSP, but in its discretion, OHSP determines that an award will be made, special conditions and/or restrictions shall correspond to the high risk condition and shall be included in the award. Special conditions/restrictions may include, but may not be limited to, any of the following activities.
1. Withholding authority to proceed until evidence of acceptable performance within a given funding period is observed.
  2. Requiring additional, more detailed financial reports.
  3. Additional project monitoring.
  4. Requiring the Subgrantee to obtain technical or management assistance.
  5. Establishing additional prior approvals.
- C. If OHSP imposes such conditions, the OHSP Grant and Program Management Bureau Chief shall prepare written notification, as soon as possible, providing the following information.
1. The nature of the special conditions/restrictions.
  2. The reason(s) for imposing the special conditions.
  3. The corrective actions that must be taken before the special conditions will be removed by OHSP and the time allowed for completing the corrective actions.
  4. The method of requesting reconsideration of the conditions/restrictions imposed.
- D. The Subgrantee agrees to maintain, at its own expense, all of the equipment purchased with grant funds.
- E. The Subgrantee will identify a project manager and/or a Point of Contact (POC) for ensuring that all tasks, services and products, quality of deliverables and timeliness of all services are satisfied within the contract requirements and reviewing all contract packing slips and billing invoices assuring that the contractor is paid only for services rendered and goods delivered to the projects.
- F. OHSP has designated an OHSP liaison staff or POC who will be responsible for programmatic and financial monitoring of this project.

- G. The Subgrantee will absorb costs beyond funding awarded and/or adding of projects not included in the original scope of work.
- H. The Subgrantee will ensure sustainability by assuming all responsibility of operating, maintaining and incurring future costs associated with the equipment and services purchased.
- I. For federal grants, the Subgrantee agrees to sign the attached Non-Supplanting Certification Form. (See Attachment A); agrees to comply with the attached federal Standard Assurances (Attachment B) and Special Conditions (Attachment C); to sign the attached Certification Regarding Lobbying and Debarment (Attachment D), Suspension, Ineligibility and Voluntary Exclusion (Attachment E). The remaining attachments (F through J) are project specific and apply only if your agency seeks to utilize grant funds to support project(s) relating to one or more of the attachments' focus areas. Subgrantees will comply with the conditions on CBRN/HazMat Grant Funding (Attachment F); Interoperability Projects (Attachment G); OHSP Special Conditions for Funding Regarding Automated License Plate Readers and sign the Certification form (Attachment H); Specialized Vehicles (Attachment I) and Information Technology Projects (Attachment J); Protocol for Processing and Issuing I.D. Cards (Attachment K) and OHSP Grant Extension Request Form (Attachment L).
- J. Environmental and Historic Preservation (EHP) Compliance: EHP requires that any federally funded grant activity be reviewed for the potential to have an adverse impact on communities, public health or the environment within the place of performance of the project. In order to fulfill its requirements, DHS requires awardees and/or responsible jurisdiction sub-awardees, pursuant to the assurance related to this grant program, to complete and submit an EHP Compliance Checklist indicating any effects the awardee's proposed expenditures might have.
- K. All allocations and use of funds under this grant must be in accordance with any applicable Program Guidelines and Application Kit as well as the special conditions and terms provided by DHS.
- L. Subgrantee agrees to be in full compliance with the *FEMA Financial Management Guide* which can be downloaded at [www.dhs.gov/xlibrary/assets/grants\\_FinancialManagementGuide.pdf](http://www.dhs.gov/xlibrary/assets/grants_FinancialManagementGuide.pdf).

**VI. Financial Management System.**

- A. The Subgrantee shall be responsible for maintaining a financial management system (see paragraph B below) and will immediately notify OHSP when the Subgrantee cannot comply with the requirements established in this section of the grant.
- B. The Subgrantee's financial management system shall include the following components.
  - 1. Financial Reporting.

Accurate, current and complete disclosure of the financial results of each grant in conformity with generally accepted principles of accounting, and reporting in a format that is in accordance with the financial report requirements of the grant.

2. Accounting Records.

**Records that adequately identify the source and application of funds for OHSP supported activities.** These records must contain information pertaining to grant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays or expenditures and income.

3. Internal Control.

Effective internal and accounting controls over all funds, property and other assets. The Subgrantee shall adequately safeguard all such assets and assure that they are used solely for authorized purposes.

4. Budget Control.

Comparison of actual expenditures or outlays with budgeted amounts for each grant. Also, the relationship of the financial information with performance or productivity data, including the development of unit cost information required by OHSP.

5. Allowable Costs.

Procedures for determining reasonableness, allowability and allocability of costs generally consistent with the grant proposal upon which this grant agreement is made and consistent with the provisions of state and/or federal cost principles.

6. Source Document.

Accounting records that are supported by source documents.

- C. OHSP may review the adequacy of the financial management system of any applicant for financial assistance as part of a pre-award review or at any time subsequent to the issuance of the grant agreement. If OHSP determines that the Subgrantee's accounting system does not meet the standards described in paragraph B above, additional information to monitor the grant may be required by OHSP upon written notice to the Subgrantee, until such time as the system meets with OHSP's approval.

**VII. Method of Reimbursement.**

- A. Reimbursements made to the Subgrantee shall be in the form of electronic transfer by OHSP, upon receipt by OHSP of a properly executed payment voucher/purchase order and approved invoice, which will be properly uploaded within the OHSP administered Grant Tracking System (hereinafter GTS). Reimbursement requests must be submitted to OHSP with a properly completed Request for Reimbursement form, to include the signature of the agency's treasurer or fiscal officer. (Electronic submissions, including an electronic signature, are permissible.) Subgrantee reimbursement requests must be submitted to OHSP on a quarterly calendar basis for costs incurred

during the quarter for approved goods/services and/or for any approved salary/fringe benefit costs. Quarterly reimbursement requests must be submitted to OHSP within ten (10) business days after the close of each quarter.

NOTE: If a Subgrantee is not registered to receive electronic fund transfers from New Jersey, they must contact William Kelly, Fiscal Manager, OHSP.

- B. No expenditures made prior to the commencement of this agreement shall be eligible for reimbursement from the Subgrantee's allocation.
- C. Agencies seeking reimbursement for an approved acquisition shall follow the reimbursement example posted on the OHSP Website at [NJhomelandsecurity.gov](http://NJhomelandsecurity.gov).
- D. Any salary/fringe reimbursement will only be processed after OHSP has received and reviewed the required periodic time and activity "Certification Form" available on the OHSP website.

**VIII. Allowable Costs.**

- A. The Subgrantee acknowledges and agrees that expenditures by the Subgrantee shall be solely for the purposes of implementing the projects set forth in the Subgrantee's approved Spending Plan Template and Annex.
- B. Grant funds must be used for allowable costs consistent with the provision of state and federal cost principles.
- C. The Subgrantee understands and agrees that, in compliance with the Corruption of Public Resources Act, N.J.S.A. 2C:27-12, it cannot knowingly misuse state grant funds for an unauthorized purpose, and violations under this act could result in a prison term of up to 20 years, and, under N.J.S.A. 2C:30-8, subject to a fine of up to \$500,000.

**IX. Period of Performance.**

- A. Each Homeland Security Grant Program (Federal and State) has a period of performance established by the granting authority. The period of performance sets the starting date and the closing date in which grant funds may be expended.
- B. OHSP will seek a grant extension for a subgrantee only if compelling written justification for the delay in procurement is provided along with a fiscal plan that demonstrates how the unspent grant funds will be expended within the extension (usually six (6) months).
- C. Attached as Attachment L to this Grant Agreement is the OHSP Grant Extension Request Form with directions. Subgrantees may submit an extension request within the last ninety (90) days of the original period of performance.

**X. Matching and Cost Sharing.**

The Subgrantee shall be required to account to the satisfaction of OHSP matching and cost sharing requirements (if applicable) of the grant in accordance with state and/or federal requirements.

**XI. Program Income.**

- A. Program income shall be defined as gross income earned by the Subgrantee from federal grant-supported activities. Such earnings include, but will not be limited to, income from service fees, sale of commodities, usage or rental fees and royalties on patents and copyrights. The following pertains to cash advances that are issued by OHSP to local units of government, nonprofit, commercial and non-governmental organizations.
- B. All local units of government (political subdivisions of a state, including cities, towns, counties and special districts created by state law) shall account for interest earned on federal funds. Local units of government may keep interest earned on federal grant funds up to \$100 PER FEDERAL FISCAL YEAR. This maximum limit is not per award; it is inclusive of all interest earned as a result of all federal grant program funds received per year.
- C. Nonprofit, commercial and non-governmental organizations shall account for interest earned on federal funds. These types of organizations may keep interest earned on federal grant funds up to \$250 PER FEDERAL FISCAL YEAR. This maximum limit is not per award; it is inclusive of all interest earned as a result of all federal grant program funds received per year.
- D. All other program income earned during the grant period shall be retained by the Subgrantee and used in accordance with the original intent of the grant agreement.
- E. Interest earned, in excess of the amounts stated above, must be remitted to the United States Department of Health and Human Services, Division of Payment Management Services, P.O. Box 6021, Rockville, MD 20852.

**XII. Budget Revisions and Modifications.**

- A. Budget revisions and modifications must be requested by the Subgrantee and approved by OHSP in writing (via GTS, see section XVIII.C.) before they become effective. (In the case where OHSP assumes the GTS data entry responsibility, a budget revision notification must be made in writing to OHSP.) A revised Annex to the Spending Plan will be required.
- B. OHSP may also, at its option, establish policy to restrict reprogramming of funds among direct cost categories and must require Subgrantees to comply with applicable state requirements concerning prior approval for certain budget changes.
- C. If the Subgrantee is making program expenditures or providing grant services at a rate, which in the judgment of OHSP will result in substantial failure to expend the grant amount or provide grant services, OHSP may so notify the Subgrantee. If, after consultation, the Subgrantee is unable to develop, to the satisfaction of OHSP, a plan to rectify its low level of program expenditures or grant

services, OHSP may, upon thirty (30) days notice to the Subgrantee, reduce the grant amount by a sum so that the revised grant amount fairly projects program expenditures over the grant period. This reduction shall take into account the Subgrantee's fixed costs and shall establish the committed level of service for each program element of grant services at the reduced grant amount. If such a determination is made by OHSP subsequent to the awarding of the grant and the funds have already been received by the Subgrantee, the reduced amount will be remitted to OHSP.

### **XIII. Property Management and Disposition Standards.**

- A. Property furnished by OHSP or acquired in whole or in part with OHSP funds and/or federal funds or whose cost was charged to a project supported by OHSP funds and/or federal funds shall be utilized and disposed of in a manner consistent with state requirements.
- B. Executive level state agencies are required to comply with state OMB CL#01-07 and OMB CL#91-32 and OMB State Fiscal Year End Guidelines for reporting of Capital and Fixed Assets, as more specifically set forth in Paragraph D below. Non-executive state departments (i.e. colleges and universities, New Jersey Transit agencies, Port Authority agencies, local units of government, nonprofit organizations, etc.) must adhere to and follow their respective inventory and fixed inventory policies and procedures. Nonprofit organization requirements/standards are more specifically set forth in Paragraph E below.
- C. Resources purchased with HSGP funds (that meet the entry requirements) shall be entered into the New Jersey Office of Emergency Management's Resource Directory Database (RDDDB). A copy of the RDDDB entry will be included with each request for reimbursement when applicable.
- D. Requirements for State Agencies.
  - 1. To meet the minimum requirements for the establishment and maintenance of agency equipment inventory records per New Jersey Treasury Circular No. 91-32-OMB Equipment Inventory Process. An inventory system is necessary.
    - a. To fix stewardship responsibility for particular equipment.
    - b. To provide a means of control to determine that state equipment is not stolen or misappropriated.
    - c. To obtain optimum insurance coverage levels and provide important proof-of-loss evidence when insurance claims are filed.
    - d. To locate excess or surplus items that can be made available to other agencies or to be sold at public auction.
    - e. To permit the development of depreciation and cost services information for possible reimbursement through federal grant programs.
    - f. To maintain a schedule of acquisitions financed by federal funds.

2. For the purpose set forth in New Jersey Treasury Circular No. 91-32-OMB, those items of equipment with an original cost of \$1,000.00 or more and an expected useful life of three (3) years or more must be maintained on an equipment inventory record. Examples of such equipment are vehicles, furniture, files, fixtures and office equipment (computers, copiers, fax machines, calculators, typewrites, etc.).
3. This policy is intended to be applied to individual items only. In cases of group purchases, although the aggregate cost may exceed the limit, if the cost of the individual items is below \$1,000.00, the items are not required to be included on the inventory record. Agencies have the option to maintain items costing less than \$1,000.00 on the inventory record.
4. Subsidiary records for equipment should include the following information.
  - a. Description of equipment (type of item, brand name, serial number, etc.).
  - b. Acquisition date.
  - c. Cost (purchase price).
  - d. Inventory number (decal, stencil or sequentially numbered tags for control).
  - e. Location (address of building, building name, etc.).
  - f. Organization unit charged with custody.
  - g. Source of the monies from which equipment was acquired (General State Funds, Federal Grants, Special Revenue Funds, etc.).
5. Executive level state agencies must meet the minimum requirements for the establishment and maintenance of agency equipment inventory records per New Jersey Treasury Circular No. 01-07-OMB "Fixed Assets". This Circular Letter prescribes policies to account for fixed assets in accordance with generally accepted accounting principals. Assets that meet the following criteria must be recorded in the Revised Fixed Assets System (RFAS), currently known as the Land and Building Asset Management system (LBAM).
  - a. An asset that is classified as land, land improvements, buildings, building improvements or equipment.
  - b. An asset with an original unit cost of at least \$25,000.00 for land improvements, \$30,000.00 for motor vehicles, \$20,000.00 for all other equipment and \$100,000.00 for building improvements, which result in the replacement of the original components. All land must be capitalized. All buildings are to be capitalized except those structures that are temporary in nature and that are under \$20,000.00 in value.
  - c. An asset with a useful life of one year or greater.

6. Reporting Responsibilities.

- a. All building construction, renovation or demolition of buildings or the purchase and/or sale of property that is not coordinated through the Office of Design and Construction or the Office of Property and Lease Management, is the responsibility of the applicable agency and therefore must be reported by that agency.
- b. The acquisition of an asset through a series of regular contract payments, i.e., installment purchases of qualifying assets, as well as an asset acquired through Certificates of Participation or "Master Lease" financing, should be reported the same as a purchase of an asset.

7. Documentation Requirements.

- a. System definitions and instructions for asset additions and/or retirements are available on-line via the HELP screen in the LBAM.
- b. Agencies are required to maintain supporting documents for all fixed asset transactions that meet the capitalization criteria.
- c. The source of funding, or combination of sources of funding, must be identified.
- d. Each asset must be identified and entered into the LBAM by a unique individual number. The number may be a tag number issued by OMB, a license number in the case of a vehicle or another number approved by OMB.

8. Agency Reporting Responsibilities.

- a. Each agency will designate a unit and personnel responsible for updating LBAM.
- b. Each agency is required to maintain an internal system that is capable of utilizing the LBAM program.
- c. Each agency will submit a diskette to OMB, which will identify all assets added or retired as entered on the agency's version of the LBAM Program.
- d. Each agency will also be responsible for conducting an annual physical inventory of fixed assets, which must be reconciled to the LBAM Program. A preliminary inventory including the first six months of transactions should be submitted to OMB by May 31 of each year. A complete physical inventory listing as of June 30 must be submitted to OMB prior to July 31 of each year.

E. Requirements Non-State Agencies (Including Nonprofits, Counties, Municipalities, Corporations, etc.) Grants.

1. The recipient's property management standards for equipment acquired with Federal funds and federally owned equipment shall include all of the following.
  - a. Equipment records shall be maintained accurately and shall include the following information.
    - 1) A description of the equipment.
    - 2) Manufacturer's serial number, model number, federal stock number, national stock number or other identification number.
    - 3) Source of the equipment, including the award number.
    - 4) Whether title vests in the recipient or the Federal Government.
    - 5) Acquisition date (or date received, if the equipment was furnished by the Federal Government) and cost.
    - 6) Information from which one can calculate the percentage of Federal participation in the cost of the equipment (not applicable to equipment furnished by the Federal Government).
    - 7) Location and condition of the equipment and the date the information was reported.
    - 8) Unit acquisition cost.
    - 9) Ultimate disposition data, including date of disposal and sales price or the method used to determine current fair market value where a recipient compensates the federal awarding agency for its share.
  - b. Equipment owned by the Federal Government shall be identified to indicate federal ownership.
  - c. A physical inventory of equipment shall be taken and the results reconciled with the equipment records at least once every two years. Any differences between quantities determined by the physical inspection and those shown in the accounting records shall be investigated to determine the causes of the difference. The recipient shall, in connection with the inventory, verify the existence, current utilization and continued need for the equipment.

F. Disposition of Property.

When original or replacement equipment acquired under a grant or subgrant is no longer needed for the original project or program or for other activities currently or previously supported by a federal agency, disposition of the equipment will be made as follows.

1. Items of equipment with a current per unit fair market value of less than \$5,000.00 may be retained, sold or otherwise disposed of with no further obligation to the awarding agency (i.e., FEMA).
2. Items of equipment with a current per unit fair market value in excess of \$5,000.00 may be retained or sold and the awarding agency (FEMA) shall have a right to an amount calculated by multiplying the current market value or proceeds from sale by the awarding agency's share of the equipment.

#### **XIV. Procurement Standards.**

- A. Purchasing equipment, goods and services under this grant is the responsibility of the Subgrantee, unless other arrangements have been authorized in writing.
- B. Procurement of supplies, equipment and other services with funds provided by this grant shall be accomplished in a manner generally consistent with state requirements. Local units of government and non-governmental organizations must follow their respective policies and procedures governing procurement.
- C. Adherence to the standards contained in the applicable state laws and regulations does not relieve the Subgrantee of the contractual responsibilities arising under its procurements. The Subgrantee is the responsible authority, without recourse to OHSP, regarding the settlement and satisfaction of all contractual and administrative issues arising out of procurement entered in support of a grant.
- D. Should a Subgrantee purchase authorized equipment for another agency (public or private), or should the Subgrantee reimburse another agency for acquired authorized equipment utilizing HSGP funds in the amount of \$5,000.00 or greater, a memorandum of understanding (MOU) shall be formally prepared and signed by all participating parties indicating use, maintenance and disposition of said equipment.

#### **XV. Monitoring of Program Performance.**

- A. Subgrantee monitoring must cover each program, function or activity to monitor performance under grant supported activities to assure time schedules and objectives are being met, projected work units by time periods are being accomplished and other performance goals are being achieved as applicable.
- B. The Subgrantee shall inform OHSP of the following types of conditions which affect program objectives and performance as soon as they become known.
  1. Problems, delays or adverse conditions which will materially impair the ability to attain program objectives, prevent meeting time schedules and goals or preclude the attainment of project work units by establishing time periods. This disclosure shall be accompanied by a statement of the action taken, or contemplated, and any OHSP assistance required to resolve the situation.

2. Favorable developments or events which enable meeting time schedules and goals sooner than anticipated, at a lower than anticipated cost or produces a greater benefit than originally planned.
  3. Any excess funds will be returned to OHSP.
  4. Based on a review of a Subgrantee's programmatic/financial performance, OHSP reserves the right to partially reduce and/or rescind a Subgrantee's project funding. Examples include, but are not limited to, failure to demonstrate in the Grants Tracking System (GTS) and/or the New Jersey Comprehensive Financial System that the majority of project funding has been legally obligated within 12 months of execution of subgrant award; failure to account for funding in GTS; and failure to provide adequate supporting reimbursement documentation. Any action taken to reduce or rescind funding will be communicated by OHSP via electronic mail and written correspondence to the Subgrantee.
- C. OHSP may, upon reasonable notice, make site visits for any of the following purposes.
1. To review program accomplishments and management control systems.
  2. To provide such technical assistance as may be required.
  3. To perform fiscal reviews to ensure grant funds are being properly expended in a timely manner.

**XVI. Financial and Performance Reporting.**

- A. Your agency will be required to provide biannual strategy implementation reports (BSIR) designed to outline how this grant funding is being used to meet the goals and objectives outlined in the state and urban area homeland security strategies. The awarding of these funds is conditioned upon your agency's full participation with out Grants Tracking System (GTS). Your grant coordinator will be contacted by our grant liaison once the system is ready to accept entries for your approved projects.
- B. The grant budget as used in this section means the approved Spending Plan Template and Annex or Vulnerability Reduction Purchasing Plan (VRPP-which pertain to federal BZPP funding only). The Spending Plan Template and Annex or VRPP represents the project or program planned expenditures as approved during the grant application and award processes.
- C. The Subgrantee (except in the case where OHSP assumes the responsibility of GTS data entry) shall utilize OHSP's GTS in addition to the Subgrantee's financial management accounting system.
1. The GTS is a web-based application developed to assist with the grant management process.
  2. The Subgrantee agrees to maintain on its staff at lease one person experienced in the proper input of data into the GTS system. Training is available through OHSP and will be provided by Mr. John Schroeder (609-584-4080), OHSP GTS Administrator.

3. Subgrantee will use GTS to budget all items, input purchase orders and record the dates grant items are invoiced and reimbursed.
4. No expenditures shall be eligible for reimbursement until the Subgrantee populates the GTS with all anticipated expenditures as reflected in the approved Spending Plan Template and Annex.
5. Once the approved Spending Plan Template and Annex data is entered into the GTS, the Subgrantee may not revise without first entering the change into the GTS and receiving approval from their OHSP liaison. Charges incurred without proper approval may be ineligible for reimbursement.
6. Subgrantee shall maintain GTS with the most current planning, procurement and expenditure information.
7. Any request by a third party for a GTS report printout shall be handled in accordance with the following procedure.
  - a. The GTS is operated by the NJ OHSP and, as such, it is subject to various protections by Executive Order No. 5 (Corzine).
  - b. Subgrantee shall not disseminate reports generated from GTS to any third party absent OHSP approval, this includes media, press, OPRA requests and the like. In the event there is a request for any GTS printouts, Subgrantee shall refer the requesting party to OHSP. OHSP will make any and all appropriate disseminations of GTS reports.
  - c. Information that is not in GTS form, but was generated wholly by a Subgrantee may be disseminated at the discretion of the Subgrantee. In disseminating grant related information, Subgrantee should reasonably believe that the release of such information will not have any adverse impact on the health and/or safety of their citizenry or first responders.
- D. The Subgrantee shall promptly respond to requests by OHSP for programmatic, budgetary, fiscal and other information or data related to the administration of this grant.
- E. The Subgrantee may be required to submit a final programmatic report at the conclusion of the grant as prescribed by OHSP.

**XVII. Access to Records.**

- A. The Subgrantee in accepting this grant agrees to make available to OHSP pertinent accounting records, books, documents and papers as may be necessary to monitor and audit the Subgrantee's operations.

- B. As a general rule for all visitations, inspections and audits, including visits and requests for documentation in discharge of OHSP's responsibilities, OHSP shall provide prior notice when reasonable and practical to do so. However, OHSP retains the right to make unannounced visits, inspections and audits as it deems necessary.
- C. OHSP reserves the right to seek and Subgrantee agrees to provide access to records of the Subgrantee associated with this grant.
- D. OHSP reserves the right to have access to all documentation produced in connection with audits made by the Subgrantee or independent certified public accountants, registered municipal accountants or licensed public accounts hired by the Subgrantee to perform such audits.

**XVIII. Record Retention.**

- A. Except as otherwise provided, financial and programmatic records, support documents, statistical records and all other records pertinent to the grant shall be retained for a period of seven (7) years, unless directed to extend the retention by OHSP.
  - 1. If any litigation, claim, negotiation, action or audit involving the records is started before the expiration of the seven (7) year period, the records must be retained until completion of the action and resolution of all issues and appeals which arise from it, or until the end of the regular seven (7) year period, whichever is later, unless otherwise directed by OHSP.
  - 2. Records for non-expendable property acquired with OHSP funds shall be retained for seven (7) years after its final disposition, unless otherwise provided by OHSP.
  - 3. The general retention period for all records starts from the date of the final subject close out letter.
- B. OHSP may request transfer of certain records to its custody from the Subgrantee when it determines that the records possess long-term retention value and will make arrangements with the Subgrantee to retain any records that are continuously needed for joint use.

**XIX. Enforcement.**

If a Subgrantee materially fails to comply with the term of an award, whether stated in a state or federal statute/ regulation, an assurance, in a state plan or application, a notice of award or elsewhere, OHSP may take one or more of the following actions.

- A. Temporarily withhold reimbursements pending correction of the deficiency by the Subgrantee.
- B. Disallow all or part of the costs of the activity or action not in compliance.
- C. Wholly or partly suspend or terminate the current award for the Subgrantee's program.
- D. Withhold further awards for the program.

- E. Request the balance of grant funds to be returned and/or seek reimbursement for funds expended that were not in compliance with the terms and conditions of the grant agreement.

**XX. Termination and Suspension.**

- A. The following definitions shall apply for the purposes of this section.
  - 1. *Termination* of a grant means the cancellation of assistance, in whole or in part, under a grant at any time prior to the date of completion.
  - 2. *Suspension* of a grant is an action which temporarily ceases assistance under the grant pending corrective action by the Subgrantee or pending a decision to terminate the grant.
  - 3. *Disallowed costs* are those charges to the grant which OHSP or its representatives shall determine to be beyond the scope of the grant, excessive or otherwise unallowable.
- B. If the Subgrantee fails to comply with grant award stipulations, standards or conditions, OHSP may suspend the grant and withhold further reimbursements; prohibit the Subgrantee from incurring additional obligations of grant funds pending corrective action by the Subgrantee; or decide to terminate the grant in accordance with paragraph C below. OHSP shall allow all necessary and proper costs, which the Subgrantee could not reasonably avoid during the period of suspension, provided they meet state requirements.
- C. OHSP will provide the Subgrantee with thirty (30) days from written notice of default to cure the breach before terminating the grant. OHSP may terminate the grant, in whole or in part, whenever it is determined that the Subgrantee has failed to cure the breach and, therefore, does not comply with the conditions of the grant. OHSP shall promptly notify the Subgrantee in writing of the determination and the reasons for the termination together with the effective date. Reimbursements made to the Subgrantee or recoveries by OHSP under the grant terminated for cause shall be in accord with the legal right and liability of the parties.
- D. The parties may terminate the grant in whole, or in part, when both parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds. The two parties shall agree upon the termination conditions, including the effective date and in case of partial terminations, the portion to be terminated. The Subgrantee shall not incur new obligations for the terminated portion after the effective date of the termination and shall cancel as many outstanding obligations as possible.
- E. The grant close-out procedure in section XXI of the grant shall apply in all cases of termination.

**XXI. Grant Close Out Procedures.**

- A. The following definitions shall apply for the purpose of this section.

1. The *closeout* of a grant is the process by which OHSP determines that all applicable administrative actions and all required work of the grant have been completed by the Subgrantee.
  2. *Date of completion* refers to the date when all activities under the grant are completed or the expiration date in the award document, or any supplement or amendment thereto.
- B. OHSP may permit extensions when requested in writing by the Subgrantee.
- C. The Subgrantee will, together with the submission of the final report, refund to OHSP any unexpected funds or unobligated (unencumbered) cash advanced, except such sums that have been otherwise authorized in writing by OHSP to be retained.
- D. Upon final payment, the Subgrantee will provide OHSP a full release contained in a letter indicating the following.
- “(The Subgrantee) hereby releases New Jersey, the Director of Homeland Security and Preparedness and agents, from claims and liability for work done and services performed under this agreement. We have completed our approved work plan and have met all of the requirements stipulated under our agreement with the OHSP.”
- E. In the event an audit has not been performed prior to the close out of the grant, OHSP retains the right to recover any disallowable costs identified in the final audit report.

The effective date of this agreement shall be November 28, 2011, and it shall expire at midnight August 31, 2014.

**IN WITNESS WHEREOF, the parties have caused this agreement to be executed as follows:**

**FOR THE SUBGRANTEE:**

**COUNTY OF GLOUCESTER**

\_\_\_\_\_

Date: \_\_\_\_\_

**WITNESS:**

\_\_\_\_\_

Date: \_\_\_\_\_

**FOR THE OFFICE OF HOMELAND  
SECURITY AND PREPAREDNESS:**

\_\_\_\_\_  
Charles B. McKenna  
Director

Date: \_\_\_\_\_

**WITNESS:**

\_\_\_\_\_

Date: \_\_\_\_\_



## New Jersey Office of Homeland Security and Preparedness Non-Supplanting Certification

**Non-Supplanting Certification:** This certification which is a required component of the grant agreement, affirms that OHSP State Aid and/or Federal Homeland Security grants funds will be used to supplement (add to) existing funds, and will not supplant (replace) funds that have been appropriated for the same purpose.

**Certification Statement:**

I certify that any funds awarded under this grant agreement will be used to supplement existing funds for program activities, and will not replace (supplant) non-Federal Funds.

Robert M. Dammingar  
NAME (Authorizing Official)

\_\_\_\_\_  
SIGNATURE

DATE: \_\_\_\_\_

## STANDARD ASSURANCES

The Applicant hereby assures and certifies compliance with all applicable Federal statutes, regulations, policies, guidelines, and requirements, including OMB Circulars A-21, A-87, A-102, A-110, A-122, A-133; Ex. Order 12372 (intergovernmental review of federal programs); and 28 C.F.R. pts. 66 or 70 (administrative requirements for grants and cooperative agreements). The applicant also specifically assures and certifies that:

1. It has the legal authority to apply for federal assistance and the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project cost) to ensure proper planning, management, and completion of the project described in this application.
2. It will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
3. It will give the awarding agency or the General Accounting Office, through any authorized representative, access to and the right to examine all paper or electronic records related to the financial assistance.
4. It will comply with all lawful requirements imposed by the awarding agency, specifically including any applicable regulations, such as 28 C.F.R. pts. 18, 22, 23, 30, 35, 38, 42, 61, and 63.
5. It will assist the awarding agency (if necessary) in assuring compliance with section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. § 470), Ex. Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (16 U.S.C. § 469 a-1 et seq.), and the National Environmental Policy Act of 1969 (42 U.S.C. § 4321).
6. It will comply (and will require any subgrantees or contractors to comply) with any applicable statutorily-imposed nondiscrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d); the Victims of Crime Act (42 U.S.C. § 10604(e)); The Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b)); the Civil Rights Act of 1964 (42 U.S.C. § 2000 (d)); the Rehabilitation Act of 1973 (29 U.S.C. § 7 94); the Americans with Disabilities Act of 1990 (42 U.S.C. § 12131-34); the Education Amendments of 1972 (20 U.S.C. §§1681, 1683, 1685-86); the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07); see Ex. Order 13279 (equal protection of the laws for faith-based and community organizations).
7. If a governmental entity:
  - a) It will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. § 4601 et seq.), which govern the treatment of persons displaced as a result of federal and federally-assisted programs; and
  - b) It will comply with requirement of 5 U.S.C. §§ 1501-08 and §§ 7324-28, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

**SPECIAL CONDITIONS**

**FEDERAL AGREEMENT ARTICLES**

**Homeland Security Grant Program**

**GRANTEE:** New Jersey Office of  
Homeland Security  
and Preparedness

**PROGRAM:** Homeland Security  
Grant Program

**AGREEMENT  
NUMBER:** EMW-2011-SS-  
00120-S01

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**Article I - Financial Guidelines**

The recipient and any subrecipient shall comply with the most recent version of the Administrative Requirements, Cost Principles, and Audit Requirements. A non-exclusive list of regulations commonly applicable to FEMA grants are listed below:

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#### A. Administrative Requirements

1. 44 CFR Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments
2. 2 CFR Part 215, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations (OMB Circular A-110)
3. 44 CFR part 10, Environmental Considerations

#### B. Cost Principles

1. 2 CFR Part 225, Cost Principles for State, Local, and Indian Tribal Governments (OMB Circular A-87)
2. 2 CFR Part 220, Cost Principles for Educational Institutions (OMB Circular A-21)
3. 2 CFR Part 230, Cost Principles for Non-Profit Organizations (OMB Circular A-122)
4. 48 CFR 31.2, Federal Acquisition Regulations (FAR), Contracts with Commercial Organizations

#### C. Audit Requirements

1. OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations

#### **Article II - Prohibition on Using Federal Funds**

The recipient understands and agrees that it cannot use any Federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of FEMA.

#### **Article III - Compliance with Program Guidance**

The recipient agrees that all allocations and use of funds under this grant will be in accordance with the Homeland Security Grant Program guidance and application kit.

#### **Article IV - Summary Description of Project**

The FY 2011 Homeland Security Grant Program (HSGP) funding shall be used for costs related to preparedness activities associated with implementing the State Homeland Security Strategy, any respective Urban Area Security Strategies, and the Investments identified during the application period. The HSGP consists of the State Homeland Security Program (SHSP), in the amount of \$11,902,274.00, the Urban Area Security Initiative (UASI), in the amount of \$37,292,205.00, the Citizen Corps Program (CCP), in the amount of \$241,785.00, and the Metropolitan Medical Response System (MMRS) program, in the amount of \$563,386.00. Together, these programs provide an integrated mechanism to enhance the coordination of

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National Priority efforts to prevent, respond to, and recover from terrorist attacks, major disasters and other emergencies.

#### **Article V - Federal Financial Reports (SF-425) – Required Quarterly**

The recipient shall submit the Federal Financial Report (FFR, SF-425) within 30 days of the end of the first Federal quarter following the initial grant award. The recipient shall submit quarterly FFRs thereafter until the grant ends. Reports are due on January 30, April 30, July 30, and October 30. A report must be submitted for every quarter of the period of performance, including partial calendar quarters, as well as for periods where no grant activity occurs. Future awards and fund draw downs may be withheld if these reports are delinquent. The final FFR is due 90 days after the end date of the performance period.

#### **Article VI - Acceptance of Post Award Changes**

In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award. Please call the FEMA/GMD Call Center at (866) 927-5646 or via e-mail to [ASK-GMD@dhs.gov](mailto:ASK-GMD@dhs.gov) if you have any questions.

#### **Article VII - Trafficking In Persons**

A. Provisions applicable to a recipient that is a private entity.

1. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not:

- a. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
- b. Procure a commercial sex act during the period of time that the award is in effect; or
- c. Use forced labor in the performance of the award or subawards under the award.

2. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity:

- a. Is determined to have violated a prohibition in paragraph A.1 of this award term; or
- b. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph A.1 of this award term through conduct that is either:
  - i. Associated with performance under this award; or
  - ii. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement)," as implemented by our agency at 2 CFR Part 3000.

B. Provisions applicable to a recipient other than a private entity. We as the Federal awarding

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agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity:

1. Is determined to have violated an applicable prohibition in paragraph A.1 of this award term;  
or

2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph A.1 of this award term through conduct that is either:

- a. Associated with performance under this award; or
- b. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement)," as implemented by our agency at 2 CFR part 3000.

C. Provisions applicable to any recipient.

1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph A.1 of this award term.

2. Our right to terminate unilaterally that is described in paragraph A.2 or B of this section:
- a. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
  - b. Is in addition to all other remedies for noncompliance that are available to us under this award.

3. You must include the requirements of paragraph A.1 of this award term in any subaward you make to a private entity.

D. Definitions. For purposes of this award term:

1. "Employee" means either:
- a. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
  - b. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.

2. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

3. "Private entity" means:
- a. Any entity other than a State, local government, Indian Tribe, or foreign public entity, as

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those terms are, defined in 2 CFR 175.25.

b. Includes:

i. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian Tribe at 2 CFR 175.25(b).

ii. A for-profit organization.

4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

#### **Article VIII - Classified Security Condition**

A. "Classified national security information," as defined in Executive Order (EO) 12958, as amended, means information that has been determined pursuant to EO 12958 or any predecessor order to require protection against unauthorized disclosure and is marked to indicate its classified status when in documentary form.

B. No funding under this award shall be used to support a contract, subaward, or other agreement for goods or services that will include access to classified national security information if the award recipient has not been approved for and has access to such information.

C. Where an award recipient has been approved for and has access to classified national security information, no funding under this award shall be used to support a contract, subaward, or other agreement for goods or services that will include access to classified national security information by the contractor, subawardee, or other entity without prior written approval from the DHS Office of Security, Industrial Security Program Branch (ISPB), or an appropriate official within the Federal department or agency with whom the classified effort will be performed.

D. Such contracts, subawards, or other agreements shall be processed and administered in accordance with the DHS "Standard Operating Procedures, Classified Contracting by States and Local Entities," dated July 7, 2008; EOs 12829, 12958, 12968, as amended; the National Industrial Security Program Operating Manual (NISPOM); and/or other applicable implementing directives or instructions. All security requirement documents are located at:  
<http://www.dhs.gov/xopnbiz/grants/index.shtm>

E. Immediately upon determination by the award recipient that funding under this award will be used to support such a contract, subaward, or other agreement, and prior to execution of any actions to facilitate the acquisition of such a contract, subaward, or other agreement, the award recipient shall contact ISPB, or the applicable Federal department or agency, for approval and processing instructions.

DHS Office of Security ISPB contact information:

Telephone: 202-447-5346

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Email: [DD254AdministrativeSecurity@dhs.gov](mailto:DD254AdministrativeSecurity@dhs.gov)

Mail: Department of Homeland Security  
Office of the Chief Security Officer  
ATTN: ASD/Industrial Security Program Branch  
Washington, D.C. 20528

## **Article IX - Central Contractor Registration and Universal Identifier Requirements**

### **A. Requirement for Central Contractor Registration (CCR)**

Unless you are exempted from this requirement under 2 CFR 25.110, you as the recipient must maintain the currency of your information in the CCR until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that applicants and recipients review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term.

### **B. Requirement for Data Universal Numbering System (DUNS) Numbers**

If recipients are authorized to make subawards under this award, they:

1. Must notify potential subrecipients that no entity (see definition in paragraph C of this award term) may receive a subaward from you unless the entity has provided its DUNS number to you.
2. May not make a subaward to an entity unless the entity has provided its DUNS number to you.

### **C. Definitions**

For purposes of this award term:

1. Central Contractor Registration (CCR) means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the CCR Internet site (currently at <http://www.ccr.gov>).
2. Data Universal Numbering System (DUNS) number means the nine digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities. A DUNS number may be obtained from D&B by telephone (currently 866-705-5711) or the Internet (currently at <http://fedgov.dnb.com/webform>).
3. Entity, as it is used in this award term, means all of the following, as defined at 2 CFR part 25, subpart C:
  - a. A Governmental organization, which is a State, local government, or Indian Tribe;
  - b. A foreign public entity;

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- c. A domestic or foreign nonprofit organization;
- d. A domestic or foreign for-profit organization; and
- e. A Federal agency, but only as a sub recipient under an award or subaward to a non-Federal entity.

4. Subaward:

a. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.

b. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. ---.210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations").

c. A subaward may be provided through any legal agreement, including an agreement that you consider a contract.

5. Subrecipient means an entity that:

- a. Receives a subaward from you under this award; and
- b. Is accountable to you for the use of the Federal funds provided by the
- c. subaward.

## **Article X - Reporting Subawards and Executive Compensation**

### **A. Reporting of first-tier subawards.**

1. Applicability. Unless you are exempt as provided in paragraph d. of this award term, you must report each action that obligates \$25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a subaward to an entity (see definitions in paragraph e. of this award term).

2. Where and when to report.

a. You must report each obligating action described in paragraph a.1. of this award term to <http://www.fsrs.gov>.

b. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)

3. What to report. You must report the information about each obligating action that the submission instructions posted at <http://www.fsrs.gov> specify.

### **B. Reporting Total Compensation of Recipient Executives.**

1. Applicability and what to report. You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if-

- a. the total Federal funding authorized to date under this award is \$25,000 or more;
- b. in the preceding fiscal year, you received-

i. 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

ii. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

c. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

2. Where and when to report. You must report executive total compensation described in paragraph b.1. of this award term:

a. As part of your registration profile at <http://www.ccr.gov>.

b. By the end of the month following the month in which this award is made, and annually thereafter.

#### C. Reporting of Total Compensation of Subrecipient Executives.

1. Applicability and what to report. Unless you are exempt as provided in paragraph d. of this award term, for each first-tier subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if-

a. in the subrecipient's preceding fiscal year, the subrecipient received-

i. 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

ii. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and

b. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

2. Where and when to report. You must report subrecipient executive total compensation described in paragraph c.1. of this award term:

a. To the recipient.

b. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.

#### D. Exemptions

1. If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:
  - a. Subawards, and
  - b. The total compensation of the five most highly compensated executives of any subrecipient.

#### E. Definitions. For purposes of this award term:

1. Entity means all of the following, as defined in 2 CFR part 25:
  - a. A Governmental organization, which is a State, local government, or Indian tribe;
  - b. A foreign public entity;
  - c. A domestic or foreign nonprofit organization;
  - d. A domestic or foreign for-profit organization;
  - e. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.
2. Executive means officers, managing partners, or any other employees in management positions.
3. Subaward:
  - a. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
  - b. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. \_\_.210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations").
  - c. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.
4. Subrecipient means an entity that:
  - a. Receives a subaward from you (the recipient) under this award; and
  - b. Is accountable to you for the use of the Federal funds provided by the subaward.
5. Total compensation means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):
  - a. Salary and bonus.
  - b. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
  - c. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
  - d. Change in pension value. This is the change in present value of defined benefit and actuarial

pension plans.

e. Above-market earnings on deferred compensation which is not tax-qualified.

f. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

#### **Article XI - National Environmental Policy Act (NEPA)**

The recipient shall comply with all applicable Federal, State, and local environment and historic preservation (EHP) requirements and shall provide any information requested by FEMA to ensure compliance with applicable laws including: National Environmental Policy Act, National Historic Preservation Act, Endangered Species Act, and Executive Orders on Floodplains (11988), Wetlands (11990) and Environmental justice (12898). Failure of the recipient to meet Federal, State, and local EHP requirements and obtain applicable permits may jeopardize Federal funding. Recipient shall not undertake any project having the potential to impact EHP resources without the prior approval of FEMA, including but not limited to communications towers, physical security enhancements, new construction, and modifications to buildings that are 50 years old or greater. Recipient must comply with all conditions placed on the project as the result of the EHP review. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements. If ground disturbance activities occur during project implementation, the recipient must ensure monitoring of ground disturbance and if any potential archeological resources are discovered, the recipient will immediately cease construction in that area and notify FEMA and the appropriate State Historic Preservation Office. Any construction activities that have been initiated prior to the full environmental and historic preservation review could result in non-compliance finding. For your convenience, here is the screening form link: (The Screening Form is available at: [www.fema.gov/doc/government/grant/bulletins/info329\\_final\\_screening\\_memo.doc](http://www.fema.gov/doc/government/grant/bulletins/info329_final_screening_memo.doc)). For these types of projects, grantees must complete the FEMA EHP Screening Form (OMB Number 1660-0115/FEMA Form 024-0-01) and submit it, with all supporting documentation, to the GPD EHP team at [GPDEHPinfo@fema.dhs.gov](mailto:GPDEHPinfo@fema.dhs.gov) for review. Grantees should submit the FEMA EHP Screening Form for each project as soon as possible upon receiving their grant award.

**CERTIFICATION REGARDING LOBBYING**

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined by 28 CFR Part 69, the State must include the language of the certification below in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and require all subrecipients to certify and disclose accordingly. Subrecipients should refer to the regulations cited above and should also review the instructions included in the regulations before completing this form.

The subrecipient certifies, to the best of its knowledge and belief, that

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee or any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions; and

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

Robert M. Damminger, Freeholder  
Name and Title of Authorized Representative



\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

County of Gloucester OEM 1200 N. Debra Dr Clayton, NJ 08312  
Name and Address of Organization

Attachment D

**Certification Regarding  
Debarment, Suspension, Ineligibility and Voluntary Exclusion  
Lower Tier Covered Transactions  
(Sub-Recipient)**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 28 CFR Part 67, Section 67.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160-19211).

**(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)**

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department of agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Robert M. Damminger, Freeholder  
Name and Title of Authorized Representative

Signature

Date

County of Gloucester OEM  
Name of Organization

1200 North Delsea Dr. Clayton, NJ 08312  
Address of Organization

### Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposes," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of reports in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntary excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.



## Conditions on CBRN/HazMat Grant Funding

As a condition of receipt of this grant, each recipient agrees to follow the requirements identified below:

- 1) Each county shall enter into written agreements with recognized hazmat service providers, if applicable, to reflect adequate county CBRN capacity, competency, and coordination. These agreements must be updated as warranted.
- 2) Each county will review and revise the EOP as necessary to reflect any significant changes, as indicated in #1 above.
- 3) The governing body of each county must enter into a statewide mutual aid agreement provided by the State, which allows its hazmat service providers to respond to out-of-county incidents, subject to availability of resources.
- 4) Must operate under the National Incident Management System.
- 5) Must utilize funds to meet and then exceed the proposed DEP/NJSP/DHSS standards found in the document entitled HAZARDOUS MATERIALS EMERGENCY RESPONSE TEAMS, Standards for Operations and Training (February, 2003 edition) or its successor.
- 6) All recipients agree to participate in regional CBRN exercises with the State Office of Emergency Management.



## Interoperability Projects

When procuring voice and data communications equipment, public safety agencies should acquire the types of equipment that support specific functional requirements for infrastructure, dispatch equipment, interoperability solutions, and subscriber units.

Project Types	Consideration Factors
<p><b>All Projects</b></p> <p><b>Must meet P25 standards</b></p>	<p><b>Phase 1.</b> (currently available) Interoperability systems interworking and backward compatibility with older Land Mobile Radio(LMR) systems</p> <p><b>Phase 2.</b> (when adopted nationally) Addresses the transition to 6.25 kHz channel bandwidth, and standards for console interface, as well as interface between repeaters and other subsystems</p> <p><b>Phase 3.</b> (when adopted nationally) Expected to address the operations and functionality of new aeronautical and terrestrial wireless digital public safety radio used to transmit voice and high-speed data in a multi-agency network</p>
<p><b>Subscriber Units</b></p>	<ul style="list-style-type: none"> <li>• Advanced features based on agency needs</li> <li>• high capacity rechargeable batteries</li> <li>• Intrinsically safe</li> <li>• Mil Spec 810 C,D,E,F</li> <li>• Races units will be considered on an individual basis</li> </ul>
<p><b>Network-to-Network Gateways</b></p> <p><b>Console Interfaced Gateways</b></p>	<ul style="list-style-type: none"> <li>• Provide the best solution that consumes the least amount of spectrum necessary to meet user requirements</li> <li>• Use of spectrum conserving techniques such as multiple access technologies</li> <li>• Use of spectrum or channel sharing techniques</li> <li>• Use of wired communications where possible to carry the appropriate types of communications traffic</li> <li>• Use of compression, error correction, or other processing techniques that increase throughput</li> <li>• Consider solutions that have an open interface to enable the efficient transfer of voice, data, and video signals</li> </ul>
<p><b>Shared Networks</b></p> <p><b>Cross-Band/In-band Repeater Gateways</b></p>	<ul style="list-style-type: none"> <li>• Use of shared infrastructure elements to benefit multiple disciplines and multiple jurisdictions across a region, State, and/or Territory</li> <li>• Use cost-per-user measures to demonstrate cost effectiveness of the project</li> <li>• Apply a cost-benefit analysis to determine effectiveness and tangible benefits of chosen solution</li> <li>• Consider economic impact of other interoperability solution options</li> <li>• Consider long-term and recurring costs of proposed solution</li> <li>• Consider degree to which proposed solution will interoperate with systems and the extent to which the investment represents a shared system or system of system</li> </ul>

<p><b>Point-to-Point software solutions</b></p> <p><b>Internet Protocol (IP) based solutions</b></p>	<ul style="list-style-type: none"><li>• Use of emerging technology to provide advanced interoperability solutions</li><li>• Use of commercial services, where appropriate, to support interoperable communications</li><li>• Use of IP-based technologies to interconnect with other systems</li><li>• Use of common advanced encryption techniques to secure vital transmissions while maintaining interoperability</li><li>• Use of standards-based technologies to provide voice and data services that meet wireless public safety service quality</li><li>• Consider solutions that have an open interface to enable the efficient transfer of voice, data, and video signals</li></ul>
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## **OHSP Special Conditions for Funding Regarding Automated License Plate Readers**

### *What are ALPRs?*

Automated License Plate Readers (ALPRs) involve the use of specialized cameras and software that recognize, capture, and record the images of license plates. ALPR technology then translates the characters into data which automatically queries files for wanted felons and persons of interest on the terrorist watch list.

### *Fact:*

State and local law enforcement agencies can utilize federal Homeland Security Grant Program funding administered by the OHSP to purchase and deploy ALPR technology:

- to primarily support and enhance law enforcement's homeland security prevention and detection mission areas
- to contribute data to a central repository enabling regional law enforcement information-sharing capabilities that support intelligence gathering, query, analysis, interoperability, and strategic planning.

### *Special Conditions Guiding the Request for and Approval of federal Homeland Security Grant Program Funding of ALPRs:*

- Federal Homeland Security Grant Program funding for ALPRs must be used to increase a law enforcement agency's capability to detect and deter a terrorist attack by equipping the requesting agency with mobile and fixed ALPR technology to be deployed in and around critical infrastructure and key resource locations.
- A clear written Vision and Concept of Operations (CONOPS) must be developed by the requesting agencies and submitted to OHSP to show how the agencies would deploy and utilize the equipment. Proposed ALPR initiatives will not be reviewed by OHSP for Federal Homeland Security Grant Program funding consideration until this documentation is provided to OHSP. This operational procedure should cover allowable as well as prohibited uses for the ALPR devices and the procedures should map to the stated CONOPS. The OHSP will not reimburse local units of government (local law enforcement) or authorize state law enforcement agencies to expend their federal Homeland Security Grant Program funding until the written Vision and CONOPS has been reviewed and approved by OHSP.

- A clear and explicit “Adherence-to-DataSharing-Standards” (ADS) clause will be required to be signed by the requesting law enforcement agency. A vendor’s Statement of Work/Specifications (SOW/S) will be required to be submitted by the requesting law enforcement agency to the OHSP. The OHSP will review the SOW/S to ensure that the selected vendor is in compliance with the ADS. The OHSP will not reimburse local units of government (local law enforcement) or authorize state law enforcement agencies to expend their federal Homeland Security Grant Program funding unless the ADS clause is fully adhered to by the selected ALPR vendor. See additional information below concerning ADS.
- The requesting law enforcement agency will be required to establish an ALPR Working Group comprised of State, regional, county and local representatives from the law enforcement, intelligence, information technology, technical, and communications disciplines to develop a risk-based strategy for the deployment of the ALPR in the requesting agency’s jurisdiction.

*Other Considerations for applying Federal Homeland Security Grant Program Funding of ALRPs:*

- The OHSP, in consultation with the New Jersey Division of State Police - Information Technology Bureau, is adopting an open-interface, ALPR Adherence-to-DataSharing-Standard. This means that the selected ALPR vendor must embrace the ability to horizontally (municipality-to-municipality) or vertically (municipality-county-state) share the results of License Plate queries and results. The intent is to ensure that the selected vendor does not restrict or stipulate that the information cannot be shared between and among law enforcement agencies. This will be done in a manner consistent with both Law Enforcement principles and industry Best Practices.
- The requesting law enforcement agency’s ALPR initiative must be capable of being interfaced with other law enforcement agencies within their respective Homeland Security Region (UASI, Northwest, Delaware River, Shore). This condition is being applied to support and facilitate the build out of regional information sharing capabilities. Ultimately as ALPR technology is expanded and deployed throughout the State of New Jersey, it is envisioned that compliance with the ADS coupled with regional ALPR information sharing capability that the New Jersey Regional Operations Intelligence Center (ROIC) can use visualization and analytical technologies to produce Intelligence products.
- CONOPS should address mobile ALPR deployed to areas that pose a potential terrorism threat and/or in areas of Critical Infrastructure/Key Resources (CI/KR) and fixed ALPR positioned at tiered CI/KR.

## CERTIFICATION STATEMENT

I certify that I have read the above ALPR special conditions and will fully comply with the concept of operations and adherence to Data Sharing Standards.

Robert M. Damminger, Fireholder  
Name/Title (Authorizing Official)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



## Specialized Vehicles

The following represents the OHSP Grant and Program Management Bureau's (GPMB) current working definition of a "specialized vehicle" that may be approved utilizing local or state share FY08-FY11 SHSP/UASI funding. The definition is not envisioned to address every single possible example but it does provide for a standard that the GPMB uses when reviewing vehicle requests from the locals and state agencies who receive federal DHS grant funding from OHSP.

Specialized vehicles considered as an allowable cost to be funded with FY08-FY11 SHSP/UASI funds include but is not limited to:

- CBRNE tactical armored assault vehicles
- Light, medium and heavy duty customized USAR response vehicles such as those purchase by DSP/UASI for the 9 Metro Urban Search & Rescue Team fire departments
- Canine response vehicles set up with "hot dog cooling systems" participating in the New Jersey Detect and Render Safe Task Force (the new vehicle must be replacing one that is going out of service for such use unless it is a new start up response team joining the NJDRSTF)
- Explosive detection/bomb response vehicles participating in the New Jersey Detect and Render Safe Task Force (the new vehicle must be replacing one that is going out of service for such use unless it is a new start up response team joining the NJDRSTF)
- Specialized medical response and mass care vehicles such as mobile ERs, medical ambulance buses, medical ambulance rail cars, and mass fatality response vehicles
- HazMat response vehicles assigned to operational/technician level trained members of a designated state, county or municipal HazMat team that is outfitted with the necessary equipment and supplies to be fully functional at a hazardous materials event. The new HazMat response vehicle must be replacing one that is going out of service for such use. Consideration of prior year funding approved for HazMat vehicles will also be taken into account when reviewing requests for HazMat vehicles. A vehicle log will be maintained and readily available for OHSP audit purposes for any FY08-FY11 SHSP/UASI funded HazMat vehicle that documents HazMat responses per year
- Prime movers to serve as tow vehicles for SHSP/UASI funded evacuation, mass care and/or medical surge supply trailers. Requests for prime movers will be evaluated on a case-by-case basis. The intent is not to fund small pickup trucks but rather large hauling capacity prime movers that meet the spirit and intent as is defined in the Authorized Equipment List: 12TR-00-MOVR, Prime, for Equipment/Water Trailers (*Description: A vehicle used to tow equipment trailers, such as a semi-trailer tractor*).
- Each County Working Group or UASI Executive Committee must endorse and approve the use of the requested funding for the local share funded specialized vehicle
- Any new specialized vehicle funded with federal SHSP/UASI funding should be clearly marked (decals) to the extent possible.

General purpose, general transport and commuting vehicles are not considered specialized vehicles and as such, are not authorized to be funded with FY08-FY11 SHSP/UASI funding.

Attachment I (revised 4/12/10)



## Information Technology Projects

When procuring hardware, software, or services for building or enhancing Information Technology (IT) systems, public safety agencies should ensure that these systems support certain designs, operating principles, and functional requirements that provide for the sharing of information and intelligence across jurisdictions.

Project Types	Consideration Factors
<p><b>RMS systems -or- Hybrid CAD/RMS systems to NJDEX</b></p>	<p><b>Phase 1. (currently available)</b> Systems should be able to share Incident and Person information from arrests, field reports, and accidents with the State's information sharing system, NJ-DEX (New Jersey Data Exchange). The specific formats and contents of this data are described in the NJDEX IEPD (Information Sharing Package Documentation) which is maintained and made available by NJSP and OHSP. This information is shared initially as a bulk load of several years' prior RMS records, then a periodic (e.g. - hourly or daily) upload of newly submitted and approved RMS records.</p> <p><b>Phase 2. (Currently available)</b> A specification has been developed which describes an on-line (via Garden State Network) data transmission capability between regional/county information sharing systems within the State. NJDEX supports messaging between the publishing agency nodes and the New Jersey State Enterprise Service Bus using IBM WebSphere MQ.</p>
<p><b>Intelligence Management (e.g. 28CFR23-compliant) Systems</b></p>	<p>The State produced a User Agreement that delineates that the users have read and received training in the Federal regulations governing the administration of intelligence databases defined in Chapter 28 CFR Part 23, the New Jersey Attorney General Guidelines on the Collection, Handling, Storage and Dissemination of Intelligence in New Jersey, dated March 9, 2004 and the New Jersey Intelligence System Operating Policy and Procedures. Copies of these policies are available for viewing on the New Jersey-Intelligence System (NJIS) home page located in the "Manuals" hyperlink.</p>
<p><b>NJ-DEX to N-DEX</b></p>	<p><b>Phase 1. (currently available)</b> Systems should be able to share Incident and Person information from arrests, field reports, and accidents with the State's information sharing system, NJ-DEX (New Jersey Data Exchange) to the National Data Exchange (N-DEX). The specific formats and contents of this data are described in the LEXS 3.1 (Information Sharing Package Documentation) which is maintained and made available by the Federal Bureau of Investigation (FBI) Criminal Justice Information System (CJIS) division. This information is shared initially as a bulk load of several years' prior NJDEX records, then a periodic (e.g. - hourly or daily) upload of newly submitted and approved NJDEX records.</p> <p><b>Phase 2. (Currently available)</b> A specification has been developed which describes an on-line, bi-directional search capability between regional/county information sharing systems within the State and the FBI. This is published as a Web Service submission to the State's law enforcement agencies using the existing CJIS Wide Area Network.</p>

**Department of Law and Public Safety  
Office of the Attorney General**



**Protocol for Processing and Issuing ID Cards**

**June 6, 2011**

THE NJ OFFICE OF THE ATTORNEY GENERAL - DEPARTMENT OF LAW AND PUBLIC SAFETY

Attachment K

## **1 PURPOSE**

The purpose of this Protocol is to set forth the procedures by which State, County and Local government agencies shall process and issue ID Credentialing Cards that comply with the Report on the State of New Jersey Credentialing Standard and Requirements as amended and updated by the Attorney General, effective June 6, 2011

### 3 DEFINITIONS

- A. **Agency:** A State, county, or local government agency.
- B. **Card Issuer:** The individual who performs data entry and physical production of an ID Card upon approval from the Sponsor and Registrar. The Card Issuer also is responsible for maintaining the required records associated with the applicant. The individual serving in the role of Card Issuer cannot also serve in the roles of Registrar or Sponsor.
- C. **County and Local First Responder Credentialing Standard Card:** The ID Card issued to a Qualified Employee of a county or local Police, Fire, Hazard, EMS, Health, Office of Emergency Management, or Public Works agency.
- D. **ID Card:** The State Standard Credentialing Card or the County and Local First Responder Credentialing Standard Card as set forth in the Report on the State of New Jersey Credentialing Standard and Requirements as amended June 6, 2011.
- E. **ID Card Coordinator:** The individual who serves as the primary contact for ID Card Coordination. This individual may assume more than one role within the processing and issuing of ID Cards.
- F. **Qualified Employee:** An individual designated by his or her employing agency as a First Responder, other emergency management/response personnel, or as an Essential Employee as defined within his or her personnel file or in the participating agency's continuity of operations / continuity of government plan.
- G. **Qualified Volunteer:** An individual belonging to an entity organized under and authorized by statute to provide volunteer services that may be needed within a jurisdiction to provide emergency management/ response services or an individual authorized by an agency to provide volunteer emergency management/ response services when activated by the agency, including an emergency management volunteer, N.J.S.A. App. A:9-33 et seq.
- H. **Registrar:** The individual who, immediately prior to issuance of an ID Card, verifies the Qualified Employee's original required personal identification documents and certifications (if applicable). This individual provides the final approval to issue the ID Card. The individual serving in the role of Registrar cannot also serve in the role of Sponsor or Issuer.
- I. **Required Personal Identification:** Minimally, presentation of two forms of personal identification is required in order to be issued an Identification Card. However, current agency employees may utilize their original facility photo ID and a driver's license. Individuals intended to be hired as Qualified Employees and individuals intended to be newly designated as Qualified Volunteers are

## 4 ID CARD REQUEST PROCEDURES – CURRENT EMPLOYEES

- A. An agency seeking to issue a new or replacement ID Card to a Qualified Employee shall have the employee obtain an Identification Card Application Form from his or her supervisor. The Form is attached as Addendum 2 to this Protocol
- B. No Qualified Employee designated to receive an ID Card may also serve in the role of Supervisor, Registrar, or Issuer
- C. The Qualified Employee and the Sponsor of the Qualified Employee together shall complete the Identification Card Application Form, and present the completed application, along with
- D. Upon completion of the Identification Card Application Form, the Qualified Employee shall present two acceptable forms of personal identification, as defined above, to the Sponsor.
- E. The Sponsor shall then take the following actions:
  - 1. Review the Identification Card Application Form for validity, completeness and accuracy.
  - 2. For a State agency Qualified Employee who has "essential employee" status, appropriately note this status on the Identification Card Application Form.
  - 3. If the State, County or Local Employee is a First Responder, it must be appropriately noted on the Identification Card Application Form. The corresponding Certification and Medical checklists must be completed.
  - 4. Review the Qualified Employee's personal identification documents to ensure compliance with the above definition of Required Personal Identification.
  - 5. Provide signature approval as Sponsor on the Identification Card Application Form.
  - 6. Schedule an appointment, in conjunction with Qualified Employee with the ID Card Coordinator to obtain the date, time, and location the ID is to be issued.
- F. Following Sponsor review and approval, the Qualified Employee shall take the following actions at the date and time designated by the ID Card Coordinator:

## **5 ID CARD REQUEST PROCEDURES – NEW QUALIFIED EMPLOYEES AND VOLUNTEERS**

- A. In the case of a newly hired agency employee who is to be designated as Qualified Employee, the agency shall follow all procedures outlined in Section 4 with a Human Resources representative, rather than a Supervisor, serving as Sponsor.
- B. An individual designated by an agency as a Qualified Volunteer may only receive a State Standard Credentialing ID Card. The ID Card shall be issued to the Qualified Volunteer in accordance with the procedures in Section 4. A Human Resources Representative or an agency employee designated as the Supervisor of the Qualified Volunteer may serve as Supervisor to initiate the ID Card application process.

2. The Card Issuer shall verify the Cardholder's identity against the biometric information stored in the expiring Card.
  3. The Qualified Employee or Qualified Volunteer shall electronically sign the Card.
  4. The expired ID Card shall be collected, archived, destroyed disabled within the database.
- D. **Safeguarding of Personal Information:** All sensitive personal data shall remain confidential throughout the ID Card request and issuance process.
1. No personal data shall be made available to anyone other than the requesting Applicant, Sponsor, Registrar, and Issuer.
  2. All data collected to produce ID Cards shall be entered into a secure database and/or scanned, encrypted and stored electronically on secure servers. Paper copies of the Identification Card Application Form and the Qualified Employee's or Qualified Volunteer's required personal identification documents shall be destroyed following encrypted electronic storage. If encrypted electronic storage is not available, then the paper documents will be locked in a secure area with access restricted.
- E. **Cessation of Employment/Loss of Qualified Status:** The ID Card shall, at the conclusion of a Qualified Employee's employment or upon the loss of an employee's status as Qualified, shall be surrendered to the employee's Supervisor.
1. If the employee is terminating employment, the Supervisor of the separating employee shall return the employee's ID Card to a Human Resources representative. The Human Resources representative shall forward the ID Card to the ID Card Coordinator. The ID Card Coordinator will forward the card to the Card Issuer who shall either scan the card for encrypted electronic storage, if available, or photocopy the Card for storage and subsequently destroy the Card and disable it within the database.
  2. If the employee is no longer qualified, the Supervisor shall forward the ID Card to the ID Card Coordinator who will forward the Card to the Card Issuer. The Card Issuer shall either scan the Card for encrypted electronic storage, if available, or photocopy the Card for storage and subsequently destroy the Card and disable it within the database.
- F. **Cessation of Volunteer Status:**
3. An individual who ceases to be a Qualified Volunteer shall surrender his or her ID Card to an agency Human Resources Representative or to the agency employee who serves as Supervisor of the Qualified Volunteer.

**LISTS OF ACCEPTABLE DOCUMENTS**

All documents must be unexpired

LIST A Documents that Establish Both Identity and Employment Authorization	OR	LIST B Documents that Establish Identity	AND	LIST C Documents that Establish Employment Authorization
1. U.S. Passport or U.S. Passport Card		1. Driver's license or ID card issued by a State or outlying possession of the United States provided it contains a photograph or information such as name, date of birth, gender, height, eye color, and address		1. Social Security Account Number card other than one that specifies on the face that the issuance of the card does not authorize employment in the United States
2. Permanent Resident Card or Alien Registration Receipt Card (Form I-551)				2. Certification of Birth Abroad Issued by the Department of State (Form PS-545)
3. Foreign passport that contains a temporary I-551 stamp or temporary I-551 printed notation on a machine-readable immigrant visa		2. ID card issued by federal, state or local government agencies or entities, provided it contains a photograph or information such as name, date of birth, gender, height, eye color, and address		3. Certification of Report of Birth issued by the Department of State (Form DS-1350)
4. Employment Authorization Document that contains a photograph (Form I-766)		3. School ID card with a photograph		4. Original or certified copy of birth certificate issued by a State, county, municipal authority, or territory of the United States bearing an official seal
5. In the case of a nonimmigrant alien authorized to work for a specific employer incident to status, a foreign passport with Form I-94 or Form I-94A bearing the same name as the passport and containing an endorsement of the alien's nonimmigrant status, as long as the period of endorsement has not yet expired and the proposed employment is not in conflict with any restrictions or limitations identified on the form		4. Voter's registration card		5. Native American tribal document
		5. U.S. Military card or draft record		6. U.S. Citizen ID Card (Form I-197)
		6. Military dependent's ID card		7. Identification Card for Use of Resident Citizen in the United States (Form I-179)
		7. U.S. Coast Guard Merchant Mariner Card		8. Employment authorization document issued by the Department of Homeland Security
		8. Native American tribal document		
6. Passport from the Federated States of Micronesia (FSM) or the Republic of the Marshall Islands (RMI) with Form I-94 or Form I-94A indicating nonimmigrant admission under the Compact of Free Association Between the United States and the FSM or RMI		9. Driver's license issued by a Canadian government authority		
		For persons under age 18 who are unable to present a document listed above:		
		10. School record or report card		
		11. Clinic, doctor, or hospital record		
	12. Day-care or nursery school record			

Illustrations of many of these documents appear in Part 8 of the Handbook for Employers (M-274)



**Homeland Security Grant Program (HSGP)  
Extension Request**



Date:  Extension Request # (for this project):

Grant:  Year:

Sub-Grantee Name:

Project Title:

Total Dollar Amount of Project:

Total Dollars Requiring Extension:

**Project Manager Details:**

Name:  Phone Number:

Email:

Anticipated Completion Date:

1. Include all supporting documents to include current GTS reporting and purchasing documents

Please extend each of the following sections as required:

2. Provide a Justification for the Extension (*The fact that funds remain at the end of the grant performance period is not, in itself, sufficient justification for a grant extension.*)

3. **BUDGET** (Remaining funds, additional funds with sources, timelines.)

4. **Plan for completion** (Identify the date, identify the original performance period and all previous extensions.)

5. **Project completion date** (Identify the date, identify the original performance period and all previous extensions.)

6. **Scope of work** (Certify the project-without modification will be completed within the extended performance period. programmatic changes require revised spending plan/annex.)

\_\_\_\_\_  
Print Name, Title and Agency:  
Project Manager

\_\_\_\_\_  
Date:

\_\_\_\_\_  
Signature:

To be completed by OHSP:

Approved

Denied

New Grant End Date:

Liaison Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Deputy Bureau Chief Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## EXTENSION REQUEST GUIDELINES

### EXTENSION REQUEST GUIDELINES

Requests for time extensions will be considered, but will not be granted automatically and **MUST** be supported by adequate justification in order to be processed. The justification must be a written explanation of the reasons for the delay; an outline of the remaining project funds available to support the extended Performance Period; and a description of performance measures necessary to complete the project. Without the justification, the extension requests will not be considered.

### PROCESS

Subgrantees will complete the "Homeland Security Grant Program (HSGP) Extension Request Form (see Annex A). The Extension Request will require a cover letter authored by responsible parties as follows:

- extension requests from any county shall be submitted to OHSP via a joint letter from the CWG chair and county purchasing agent
- extension requests from municipalities/towns from their business administrators
- extension letters from state agencies from their CAOs
- Non Governmental organizations from their CFOs/CAOs

### HSGP Extension Request Form completion will require the following information:

1. REQUEST: (NOTE: CURRENT GTS REPORTS and supporting purchase documents must be attached)
  - a. The request must be submitted **90 days** prior to the expiration date of the Performance Period.
2. JUSTIFICATION FOR THE EXTENSION:
  - a. Identify the project by Investment and Project Name. Identify the status of the project.
  - b. Give a brief description of the reason for the delay in completion of the project within the Performance Period. Identify the circumstances (ie. NEPA review, lack of match, construction delays, etc.) and why the circumstances caused the delay.
  - c. List the approved period of performance termination date and the new project completion date.

Attachment L

3. BUDGET:

- a. Identify the remaining funds, both FEMA and match, available for the extended period.
- b. Outline how the remaining funds will be used.
- c. Identify the sources for additional funding, if FEMA funds will not support the extension.
- d. Timeline outlining revised timing of expenditures.

4. PLAN FOR COMPLETION:

- a. Identify the Objectives necessary to complete the project.
- b. Identify completion dates for each of the Objectives.
- c. List the position/person responsible for oversight of the completion of the project.

5. PROJECT COMPLETION DATE:

- a. Identify the projected completion date for the Grant Award.
- b. Identify the initial grant award performance period and previous extensions.

6. SCOPE OF WORK:

- a. Provide a certification that the project will be completed within the extended Performance Period without modification to the approved scope of work.
- b. If a programmatic change is requested, the subgrantee must submit a revised Spending Plan and Annex for review/approval.

DB

**RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO VICTOR A. HERESNIAK, D.O., F.A.C.E.P. FOR THE PROVISION OF PROFESSIONAL SERVICES AS MEDICAL DIRECTOR FOR THE GLOUCESTER COUNTY REGIONAL EMS PROGRAM, FOR A MINIMUM CONTRACT AMOUNT OF ZERO AND A MAXIMUM AMOUNT OF \$80,000.00, FOR THE PERIOD COMMENCING DECEMBER 22, 2011 AND CONCLUDING DECEMBER 21, 2012**

**WHEREAS**, there exists a need for the County to contract for the services of a Medical Director relative to the Gloucester County Regional EMS program; and

**WHEREAS**, the County requested proposals, via RFP 11-052, from interested providers and evaluated those proposals consistent with the County's fair and open procurement process, and

**WHEREAS**, the evaluation, based on the established criteria, concluded that Victor A. Heresniak, D.O. F.A.C.E.P., with offices at 108 Patricia Drive, P.O. Box 189, Swedesboro, New Jersey 08085, made the most advantageous proposal; and

**WHEREAS**, the contract shall be for estimated units of services, with a minimum contract amount of zero and a maximum contract of \$80,000.00; therefore, this contract is open ended, which does not obligate the County of Gloucester to make any purchase; thereby, no Certificate of Availability of Funds is required at this time, and continuation of the contract beyond December 31, 2011 is conditioned upon the approval of the 2012 Gloucester County Budget; and

**WHEREAS**, this contract has been awarded pursuant to Gloucester County's fair and open procurement process, consistent with the terms and provisions of N.J.S.A. 19:44A-20.4; and

**WHEREAS**, this contract may be awarded without public advertising for bids pursuant to the provisions of the Local Public Contracts Law of the State of New Jersey in that the subject matter of the contract is the provision of professional services for which competitive bids could not be received.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Chosen Freeholders of the County of Gloucester that the Director of the Board and the Clerk of the Board of Chosen Freeholders are hereby authorized to execute the contract between the County of Gloucester and Victor A. Heresniak, D.O., F.A.C.E.P for the provision of services as Medical Director for the Gloucester County Regional EMS program, for a minimum of Zero and a maximum contract amount of \$80,000.00, for the period commencing December 22, 2011 and concluding December 21, 2012.

**BE IT FURTHER RESOLVED** that prior to any purchase being made pursuant to the within award, a Certificate of Availability must be obtained from the Treasurer of the County of Gloucester certifying that sufficient monies are available at that time for that particular purchase, identifying the line item from the County Budget out of which said funds will be paid.

**BE IT FURTHER RESOLVED** that a brief notice stating the nature, duration, service amount of the contract, if applicable, and that this Resolution and the contract are on file and available for public inspection in the office of the Clerk of Gloucester County, shall be published once in the Gloucester County Times pursuant to the requirements of the Local Public Contracts Law.

**ADOPTED** at a regular meeting of the Gloucester County Board of Chosen Freeholders, County of Gloucester and State of New Jersey held on Wednesday, December 21, 2011 at Woodbury, New Jersey



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT N. DILELLA, CLERK**

D2

**CONTRACT BETWEEN  
VICTOR A. HERESNIAK, D.O., F.A.C.E.P.  
AND  
THE COUNTY OF GLOUCESTER**

**THIS CONTRACT** is made effective the 21<sup>st</sup> day of **DECEMBER, 2011**, by and between the **COUNTY OF GLOUCESTER**, a body politic and corporate, with offices in Woodbury, New Jersey, hereinafter referred to as "**County**", and **VICTOR A. HERESNIAK, D.O., F.A.C.E.P.**, with offices at 108 Patricia Drive, P.O. Box 189, Swedesboro, New Jersey 08085, hereinafter referred to as "**Vendor**".

**RECITALS**

**WHEREAS**, there exists a need for the County of Gloucester for professional services as Medical Director for the Gloucester County Regional EMS Program; and

**WHEREAS**, this contract is awarded pursuant to and consistent with Gloucester County's fair and open procurement process and the terms and provisions of N.J.S.A. 19:44A-20.4; and

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

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

**TERMS OF AGREEMENT**

1. **TERM.** The term of the contract shall be for the period commencing December 22, 2011 and concluding December 21, 2012.
2. **COMPENSATION.** Contract shall be for estimated units of services, with the minimum contract amount of Zero and a maximum contract amount of \$80,000.00. Services shall be billed at the rate of \$150 per hour.

It is agreed and understood that this is an open-ended contract, thereby requiring the County to use Contractor's services only on an as-needed basis. There is no obligation on the part of the County to make any purchase whatsoever.

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

Each invoice shall contain an itemized, detailed description of all products shipped. Failure to provide sufficient specificity shall be cause for rejection of the invoice until the necessary details are provided.

It is also agreed and understood that the acceptance of the final payment by Contractor shall be considered a release in full of all claims against the County arising out of, or by reason of, the work done and materials furnished under this Contract.

**3. DUTIES OF CONTRACTOR.** The specific duties of the Contractor shall be in the County's RFP-11-052, and Vendor's responsive proposal, dated September 13, 2011, which are incorporated in their entirety and made a part of this Contract. Should there occur a conflict between this form of contract and RFP-11-052, this contract shall prevail.

Vendor agrees that it has or will comply with, and where applicable shall continue throughout the period of this Contract to comply with, all of the requirements of the bid documents.

**4. FURTHER OBLIGATIONS OF THE PARTIES.** During the performance of this Contract, the parties agree as follows, where applicable:

A. Vendor will not discriminate against any employee or applicant for employment because of gender, age, race, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, disability, affectional or sexual orientation, genetic information, sex or atypical hereditary cellular or blood trait. Contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment without regard to their gender, age, race, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, disability, affectional or sexual orientation, genetic information, sex or atypical hereditary cellular or blood trait. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

B. The Vendor or subcontractor, where applicable, will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to gender, age, race, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, disability, affectional or sexual orientation, genetic information, sex or atypical hereditary cellular or blood trait.

C. The Vendor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Agency Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

D. The Vendor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c.127, as amended and

supplemented from time to time.

E. The Vendor or subcontractor, where applicable, agrees to attempt in good faith to employ minority and female workers consistent with the applicable County employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable County employment goals determined by Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C. 127, as amended and supplemented from time to time.

F. The Contractor or subcontractor, where applicable, agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of gender, age, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, affectional or sexual orientation, or disability and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

G. The Vendor or subcontractor, where applicable, agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decision of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

H. The Vendor or subcontractor, where applicable, agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to gender, age, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, affectional or sexual orientation, or disability and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey and applicable Federal law and applicable Federal court decisions.

I. The Vendor or subcontractor, where applicable, shall furnish such report or other document to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27).

J. Only manufactured products of the United States of America, wherever available, shall be used in the execution of the work specified herein.

K. In accordance with the Tax Equity and Fiscal Responsibility Act of 1982 (TEFRA), it is expressly understood that if the net amount paid to Contractor pursuant to this Contract exceeds Ten Thousand Dollars (\$10,000.00) in a twelve-month period, Contractor will grant to the Department of Health and Human Services and/or the general Accounting Office access to such of Contractor's books, documents, and records as are

necessary to verify the nature and extent of costs of services furnished under this Contract. Contractor agrees to grant such access until the expiration of four (4) years after the services are furnished under the contract. In the event that Contractor carries out any duties of the contract through a subcontract with a related organization which will result in payment to the related organization of Ten Thousand Dollars (\$10,000.00) or more over a twelve-month period, Contractor agrees that any such subcontract shall require that the related organization shall make available such books, documents, and records which are necessary to verify the nature and extent of the costs.

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

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

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

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

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

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

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

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

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

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

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

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

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

termination of this Contract and shall provide the County with copies of certificates of insurance as the certificates may be renewed during that period of time.

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

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

13. **METHODS OF WORK.** Vendor agrees that in performing its work, it shall employ such methods or means as will not cause any interruption or interference with the operations of County or infringe on the rights of the public.

14. **NONWAIVER.** The failure by the County to enforce any particular provision of this Contract, or to act upon a breach of this Contract by Vendor, shall not operate as or be construed as a waiver of any subsequent breach, nor a bar to any subsequent enforcement.

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

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

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

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

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

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

approval of the County.

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

23. **CONTRACT PARTS.** This Contract consists of this Contract document, RFP-11-052 issued by the County of Gloucester and Vendor's responsive proposal dated September 13, 2011. Should there occur a conflict between this form of contract and RFP-11-052, then this contract shall prevail. If there should occur a conflict between this Contract or RFP-11-052 and the Vendor's proposal dated September 13, 2011, then this Contract or the RFP, as the case may be, shall prevail.

**THIS CONTRACT** is made effective this \_\_\_\_ day of \_\_\_\_\_, 2011.

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

**ATTEST:**

**COUNTY OF GLOUCESTER**

\_\_\_\_\_  
**ROBERT N. DILELLA, CLERK**

\_\_\_\_\_  
**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**VICTOR A. HERESNIAK, D.O., F.A.C.E.P.**

\_\_\_\_\_  
**By:**  
**Title:**

D2

**BASIS OF AWARD**

(To be completed by County evaluation committee)  
(100 Point total will be used to determine the Award)

The County will select the vendor deemed most advantageous to the County, based on price and other factors considered.

RFP-011-052 GCEMS Medical Director – Victor A. Heresnaik.

EVALUATION FACTORS Points awarded will be based on the information contained in the technical proposal, any supplemental information obtained and information gathered during the interview, if one is conducted.	SCORE
A. <b>Proposal contains all required checklist information</b> <u>5</u> points All required documentation submitted	5
B. <b><u>Relevance and Extent of Qualifications, Experience, and Training of Personnel to be assigned</u></b> <u>24</u> points Current provider with vast experience in Emergency medicine. Board certified.	24
C. <b><u>Relevance and Extent of Similar Engagements performed</u></b> <u>24</u> points Vendor has listed many similar engagements involving tasks listed in the RFP. Our current provider with good results	24
D. <b><u>Plan for performing engagement is realistic, thorough, and demonstrates knowledge of requirements and personnel availability</u></b> <u>23</u> points Plan is very thorough and affiliated with all area hospitals.	23
E. <b>Reasonableness of Cost Proposal</b> <u>16</u> points 150.00/ hr. rate is appropriate for required work listed in RFP.	16
<b>TOTALS</b>	92

**BASIS OF AWARD**

(To be completed by County evaluation committee)  
(100 Point total will be used to determine the Award)

The County will select the vendor deemed most advantageous to the County, based on price and other factors considered.

**RFP-011-052 GCEMS Medical Director – Cooper University Hospital.**

<b>EVALUATION FACTORS</b> Points awarded will be based on the information contained in the technical proposal, any supplemental information obtained and information gathered during the interview, if one is conducted.	<b>SCORE</b>
<b>A. Proposal contains all required checklist information</b> <u>5 points</u> All required documentation submitted	<b>5</b>
<b>B. <u>Relevance and Extent of Qualifications, Experience, and Training of Personnel to be assigned</u></b> <u>25 points</u> Significant amount of work being done by MICP supplemented by physicians.	<b>22</b>
<b>C. <u>Relevance and Extent of Similar Engagements performed</u></b> <u>25 points</u> Providing medical direction to 16 EMS squads, none the size of GCEMS.	<b>22</b>
<b><u>D Plan for performing engagement is realistic, thorough, and demonstrates knowledge of requirements and personnel availability</u></b> <u>25 points</u> Plan currently utilized by other agencies. Several functions currently accomplished w/in GCEMS	<b>22</b>
<b>E. Reasonableness of Cost Proposal</b> <u>20 points</u> Flat rate rather than hourly fee. Additional hours not accounted for.	<b>15</b>
<b>TOTALS</b>	<b>86</b>

**BASIS OF AWARD**

(To be completed by County evaluation committee)  
(100 Point total will be used to determine the Award)

The County will select the vendor deemed most advantageous to the County, based on price and other factors considered.

**RFP-011-060 Pool of Appraisers- Taxation Northstar**

<b>EVALUATION FACTORS</b> Points awarded will be based on the information contained in the technical proposal, any supplemental information obtained and information gathered during the interview, if one is conducted.	<b>SCORE</b>
A. <b>Proposal contains all required checklist information</b> <u>    5    </u> points All required documentation submitted.	5
B. <b><u>Relevance and Extent of Qualifications, Experience, and Training of Personnel to be assigned</u></b> <u>   25   </u> points Adequate qualifications and experience .	22
C. <b><u>Relevance and Extent of Similar Engagements performed</u></b> <u>   25   </u> points Limited similar engagements noted and applicable.	23
D. <b><u>Plan for performing engagement is realistic, thorough, and demonstrates knowledge of requirements and personnel availability</u></b> <u>   25   </u> points There was no plan included in proposal.	15
E. <b>Reasonableness of Cost Proposal</b>  <u>   20   </u> points  This proposal was at the upper end of the price range of all submitters for Preliminary and Full Appraisals. However, it was at the lowest end for hourly rates.	<u>12</u>
<b>TOTALS</b>	77

E1

**RESOLUTION AUTHORIZING THE GLOUCESTER COUNTY BOARD OF CHOSEN  
FREEHOLDERS TO APPROVE PAYMENTS FOR NON-MATCHABLE SYSTEM  
PAYMENTS REQUIRED TO BE MADE TO THE STATE OF NEW JERSEY UNDER  
N.J.S.A. 30:1-12**

**WHEREAS**, the Gloucester County Division of Social Services through the County of Gloucester is required to make payments for "Non-Matchable Sysrems Payments" in accordance with N.J.S.A. 30:1-12 and N.J.A.C. 10:8-1.1 for data processing, vendor and related costs for operational systems, data processing charges for the Family Assistance Management Information System, charges for the Family Assistance management Information System (FAMIS), the automated Child Support Enforcement System (ACSES), the county MAGNA 8 reporting , and operational costs for the EBT process and payments for the Federal Parent Locator service fees, child support and paternity incept fees and data processing electronic benefits to include but not limited to IRS Fees (Federal Tax Collection Service Fees), SOIL Fees (State Tax Collection Services Fees), and Pre-Offset Fees (it is an administrative costs ex. Printing and Mailings); and

**WHEREAS**, the State of New Jersey sends bills at various times of the year, some of which are once in January, some quarterly ; and

**WHEREAS**, there is no way of knowing the exact amounts to be billed by the State of New Jersey, thus the fees will be set by last years fees, for a minimum billed amount of Zero to a maximum billed amount of \$300,000.00.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Chosen Freeholders of the County of Gloucester to approve the payments to the State New Jersey for "Non-Matchable Sysrems Payments" in accordance with N.J.S.A. 30:1-12 and N.J.A.C. 10:8-1.1 for data processing, vendor and related costs for operational systems, data processing charges for the Family Assistance Management Information System, charges for the Family Assistance management Information System (FAMIS), the automated Child Support Enforcement System (ACSES), the county MAGNA 8 reporting , and operational costs for the EBT process and payments for the Federal Parent Locator service fees, child support and paternity incept fees and data processing electronic benefits to include but not limited to IRS Fees (Federal Tax Collection Service Fees), SOIL Fees (State Tax Collection Services Fees), and Pre-Offset Fees (it is an administrative costs ex. Printing and Mailings) for a minimum amount of Zero to a maximum amount of \$300,000.00.

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester and State of New Jersey, held on December 21, 2011 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT N. DILELLA, CLERK**

ED

**RESOLUTION AUTHORIZING THE COUNTY OF GLOUCESTER TO EXECUTE A CONTRACT AMENDMENT BY AND BETWEEN THE COUNTY OF GLOUCESTER AND NEW JERSEY TRANSIT TO MODIFY THE FFY'2008 JOB ACCESS AND REVERSE COMMUTE (JARC) ROUND 10 GRANT FUND EXTENDING PERIOD OF AVAILABILITY OF FUNDS THROUGH JUNE 30, 2012**

**WHEREAS**, the Gloucester County Division of Transportation Services, under the Department of Human Services is submitting a contract amendment to the New Jersey Transit, after receiving notification regarding the Period of Availability of Funds regarding FFY'2008 JARC Round 10; and

**WHEREAS**, this funding is specifically for the purpose of transport services to Gloucester County residents relative to employment, literacy, and other activities; and

**WHEREAS**, said transportation services shall be provided by the Division of Transportation Services (DTS), and include bus transportation and demand-responsive transportation to County residents utilizing the grant funds; and

**WHEREAS**, the Contract shall be extended from December 31, 2011 until June 30, 2012; and

**WHEREAS**, all other conditions of the Agreement shall remain the same.

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

1. The County of Gloucester is modifying Period of Availability of Funds for Round 10 Amendment #1, Job Access and Reverse Commute (JARC) grant funds through June 30, 2012.
2. That the Freeholder Director and Clerk of the Board are hereby authorized to execute any and all documents necessary to effectuate the purposes set out herein.

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on December 21, 2011.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT N. DILELLA, CLERK**

Chris Christie, Governor  
Kim Guadagno, Lieutenant Governor  
James S. Simpson, Board Chairman  
James Weinstein, Executive Director

**NJ TRANSIT**  
One Penn Plaza East  
Newark, NJ 07105-2246  
973-491-7000

EA

Mr. Rick DeCosta, Director  
Gloucester County Transportation  
115 Budd Blvd.  
West Deptford, NJ 08096

November 29, 2011

**RE: Gloucester County JARC Round 10 Amendment #1**

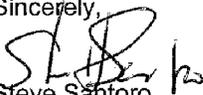
Dear Mr. DeCosta:

This letter will serve as a modification to the FFY 2008 Round 10 Job Access: Reverse Commute (Section 5316) Operating Agreement between NJ TRANSIT and Gloucester County. This modification, to be agreed to by both parties, specially modifies the following terms as provided for herein:

1. Page 1, Section 1a, regarding *Period of Availability of Funds*, shall be modified to extend the 2008 JARC Round 10 contract through midnight June 30, 2012.

All other conditions of the 2008 Round 10 Job Access: Reverse Commute (Section 5316) Operating Agreement dated July 19, 2010 will remain the same. If the Sub recipient agrees to the modification, please execute each letter enclosed (3 copies) by signing your name on each letter, date and return both copies to NJ TRANSIT. One original copy of this fully executed approved modification letter will be forwarded to you for your records along with revised reimbursement forms. If you have any questions, please call James Flynn, Community Transportation Administrator at (973) 491-7382.

Sincerely,

  
Steve Santoro

Assistant Executive Director

Subrecipient Concurrence:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Robert M. Damming

Name (Print)

Freeholder Director

Title

The aforementioned Agreement Modification has been reviewed and approved as to form only.

Paula T. Dow

ACTING ATTORNEY GENERAL OF NEW JERSEY

By: \_\_\_\_\_

Kathleen Roseme

Deputy Attorney General

A

**RESOLUTION RATIFYING THE GLOUCESTER COUNTY PROSECUTOR'S  
CONTINUATION OF A MEMORANDUM OF UNDERSTANDING WITH THE  
UNITED STATES SECRET SERVICE FOR THE FUNDING OF THE  
ELECTRONIC CRIMES TASK FORCE IN GLOUCESTER COUNTY**

**WHEREAS**, the Gloucester County Prosecutor desires to continue to receive funding from the United States Secret Service, to provide funding for the Electronic Crimes Task Force in Gloucester County; and

**WHEREAS**, the Board of Chosen Freeholder of the County of Gloucester deems this to be beneficial to the citizens of the County of Gloucester; and

**WHEREAS**, the Gloucester County Prosecutor's Office reviewed all data supplied or to be supplied in a Memorandum of Understanding and in its attachments, and certifies to the Board of Chosen Freeholders of the County of Gloucester that all data contained in the Memorandum of Understanding and in its attachments is true and correct; and

**WHEREAS**, the Gloucester County Prosecutor's Office has signed the Memorandum of Understanding and has submitted the Memorandum of Understanding to the Department of Human Services for review, and said agency has approved said application, and the Board of Chosen Freeholders of the County of Gloucester understands and agrees that any grant received as a result of the application will be subject to the grant conditions and other policies, regulations and rules issued by the United States Secret Service; and

**WHEREAS**, the Gloucester County Board of Chosen Freeholders acknowledges that it is anticipated that the amount of the funds to be requested is \$10,000, for the period October 1, 2011 to September 30, 2012.

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

1. That the Gloucester County Board of Chosen Freeholders hereby ratifies the Gloucester County Prosecutor's continuation of the Memorandum of Understanding in connection with the funding of the Electronic Crimes Task Force in Gloucester County by the United States Secret Service in the amount of \$10,000 for the period October 1, 2011 to September 30, 2012.
2. That the Board of Chosen Freeholders hereby confirms that it shall comply with all applicable regulations of the funding authority as referred to above and shall provide any necessary additional assurances as may be required.
3. That the Freeholder Director and the Clerk of the Board are hereby authorized to execute any and all documents necessary to complete the process of acquiring and applying the funds.

**ADOPTED** at a regular meeting of the Gloucester County Board of Chosen Freeholders of the County of Gloucester, State of New Jersey held on Wednesday, December 21, 2011 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

\_\_\_\_\_  
**ROBERT M. DAMMINGER,  
FREEHOLDER DIRECTOR**

**ATTEST:**

\_\_\_\_\_  
**ROBERT N. DILELLA,  
CLERK OF THE BOARD**



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BOARD OF  
CHOSEN FREEHOLDERS

COUNTY OF GLOUCESTER  
STATE OF NEW JERSEY

FREEHOLDER DIRECTOR  
Robert M. Damminger

FREEHOLDER LIAISON  
Vincent H. Nestore Jr.



DEPARTMENT OF HUMAN  
SERVICES

DIRECTOR  
Lisa A. Cerny

P.O. Box 337  
Woodbury, NJ 08096

Phone: 856.384.6870

Fax: 856.384.0207

[lcerny@co.gloucester.nj.us](mailto:lcerny@co.gloucester.nj.us)

[www.gloucestercountynj.gov](http://www.gloucestercountynj.gov)

TO: Billie Jo Scott

DEPARTMENT: Prosecutors Office

GRANT TITLE: Electronic Crimes Task Force

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

DATE: December 8, 2011

**CERTIFICATION LETTER**

The DEPARTMENT OF HUMAN SERVICES certifies that the enclosed Grant has been reviewed and meets the standard requirements

REVIEWED BY: [Signature]

REVIEWED BY: [Signature]  
Grants Coordinator

FREEHOLDER MEETING: December 21, 2011

New Jersey Relay Service – 711  
Gloucester County Relay Service  
(TTY/TTD) – (856)848-6616

**Scott, Billie Jo**

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**From:** LaPorta, Steve  
**Sent:** Tuesday, November 22, 2011 10:39 AM  
**To:** Scott, Billie Jo  
**Subject:** Fw: JOPS Funding

See below.

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**From:** KENT LYONS (PHL) [mailto:kent.lyons@usss.dhs.gov]  
**Sent:** Tuesday, November 22, 2011 10:35 AM  
**To:** LaPorta, Steve  
**Cc:** RAMON RENDON (PHL) <ramon.rendon@usss.dhs.gov>  
**Subject:** JOPS Funding

Steve-

GCPO has been authorized a total of \$10,000.00 in JOPS Funding this year. The calendar year will cover from 10/01/11 – 09/30/12. The JOPS funding is allocated to the Gloucester County Prosecutor's Office per the original MOU distributed two years ago. We (USSS) only distribute one MOU to each partner agency. MOU's are only generated when a partner is replaced and a new one is generated for a new partner. The GCPO and USSS are still working under the auspice of the original email and no new MOU or signatures are needed.

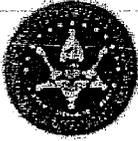
**\*Please keep in mind that 25% (\$2500.00) of the funds need to be spent by 1/13/12 or that percentage will be forfeited.\***

Let me know if you have any questions.

Thanks,  
Kent

Kent Lyons  
U. S. Secret Service  
Philadelphia Field Office  
Cell - 215-266-7623  
Desk - 215-446-6424  
Fax - 215-861-3311

All e-mail to/from this account is subject to official review and is for official use only. Action may be taken in response to any inappropriate use of the Secret Service's e-mail system. This e-mail may contain information that is privileged, law enforcement sensitive, or subject to other disclosure limitations. Such information is loaned to you and should not be further disseminated without the permission of the Secret Service. If you have received this e-mail in error, do not keep, use, disclose, or copy it; notify the sender immediately and delete it.



Obligation Number:  
ISDF-10-0278A

FISCAL YEAR 2010  
MEMORANDUM OF UNDERSTANDING  
JOINT LAW ENFORCEMENT OPERATIONS

Memorandum of Understanding (MOU) between:

Gloucester Co. Prosecutor's Office  
And  
United States Marshals Service

The purpose of this MOU notice is to obligate funding for state and local agencies to purchase fuel and retrofitting for vehicles provided with Asset Forfeiture funding, pursuant to the Memorandum of Understanding (MOU) between the Marshals Service and Gloucester Co. Prosecutor's Office.

Period of Performance: October 6, 2009 to September 30, 2010

FY 2010 Appropriation Data:			
A3403	5042X JLEOTFS	5	sec 2607 (Fuel obligation) \$ 5,000
A3403	5042X JLEOTFS	5	sec 2544 (Retrofitting obligation) \$ 5,000

State and local agencies are to purchase fuel and retrofitting for vehicles provided to support joint law enforcement operations and Marshals Service fugitive task forces. A total of \$ 5,000 is provided for each vehicle for fuel. A total of \$ 5,000 is provided for each vehicle for retrofitting. Upon receipt of a proper invoice for these purchases, the Marshals Service will reimburse the state and local agencies for these expenses.

Certification of Funds Available: Catherine Stecher 10/6/09  
(Name) Date  
Admin Officer

MOU Authorization: Larry DePaul 10/6/09  
(Name) Date  
Chief Deputy or REFF Commander

Sam J. Dalton 11/24/09  
(Name) Date  
Department Representative

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LINE ITEM NARRATIVE  
ELECTRONIC CRIMES TASK FORCE  
OCTOBER 1, 2011 – SEPTEMBER 30, 2011

631	POLICE EQUIPMENT	\$1,000
652	DATA PROCESSING EQUIPMENT	\$5,500
653	DATA PROCESSING SOFTWARE	\$3,500
	<b>TOTAL</b>	<b>\$10,000</b>

BUDGET NARRATIVE  
ELECTRONIC CRIMES TASK FORCE  
OCTOBER 1, 2011 – SEPTEMBER 30, 2012

**631 POLICE EQUIPMENT**

To purchase digital voice recording equipment (approximately \$1,000.00) for investigative personnel. The equipment can be used for the recording and capturing of voice calls, which could include landline or cellular phones that may be required and necessary throughout the course of investigations. The purchase may consist of digital voice recorders and/or recording, listening, and monitoring equipment.

**652 DATA PROCESSING HARDWARE**

To purchase additional Random Access Memory (RAM) to upgrade the existing computer that will be used for image/video enhancements. The additional RAM will insure that the operability of the computer is kept at a level that is above the base-standard and will allow the user the opportunity to run multiple applications at one time, if necessary, without failure. (Approximately \$1,500.00)

To purchase additional hard drive(s) for data/storage for the existing computer that will be used for image/video enhancements. This will allow the system and user to utilize the equipment without regard for having enough storage space to complete the examination or enhancement. (Approximately \$1,000.00)

To purchase two (2) Apple iPad 2 tablets (approximately \$1,000.00) for the personnel working in the Electronic Crimes Task Force. The device can be used for administrative purposes; investigative resources and performing speaking events and/or instructional lectures. The device may also be used for research and development (R&D) for forensic acquisitions and familiarity of the device and the components contained within the device.

To purchase three (3) AV (audio/video) display/monitors for the video interview rooms located in the Gloucester County Prosecutor's Office. There are three separate interview rooms that are used for criminal and victim interviews and house equipment to record/monitor the interview. The rooms are currently equipped with audio/video recording equipment and displays for observation. The displays are in need of replacement as they are not operating to optimal performance and are becoming aged and obsolete for repair. The cost of replacement (approximately \$1,000.00) is more conducive than the anticipated cost of repair.

To purchase approximately five (5) encrypted media and/or portable storage (USB) devices (approximately \$1,000.00) for investigative and/or management staff. This will ensure that if these devices are lost or stolen that media stored on them cannot be retrieved by anyone other than the owner of the device. Media that may be stored on these devices could be copies of investigative data, confidential informant information, and other confidential documents.

To pay for digital video and image enhancement software (approximately \$3,500.00) to be used in the enhancement of still and video images that are relevant to criminal investigations. Surveillance images are an integral part to investigations and are relied upon by investigators and the public in identifying the suspect(s) that have committed a criminal act; the images are not always readily viewable or in clear format. They need to be enhanced for purpose of viewing and investigation. The software will be installed on an existing computer that meets the minimum hardware requirements for video/image enhancements and will be made available to all investigative units within the Prosecutors' Office as well as any municipal, State or Federal law enforcement agency that is requesting assistance. There are no additional, reoccurring licensing fees associated with the software programs.

F2

**RESOLUTION AUTHORIZING RENEWAL OF THE STOP VIOLENCE AGAINST  
WOMEN ACT (VAWA) GRANT THROUGH THE NJ DIVISION OF CRIMINAL JUSTICE  
IN THE AMOUNT OF \$21,391, WITH MATCHING FUNDS IN THE AMOUNT OF \$7,130,  
FOR A TOTAL AMOUNT OF \$28,521 FOR THE PERIOD AUGUST 1, 2011  
THROUGH JUNE 30, 2012**

**WHEREAS**, the Gloucester County Prosecutor desires to submit a grant application to the State of New Jersey, Department of Law and Public Safety, Division of Criminal Justice, Office of Victim-Witness Advocacy, for continuation funding for the Specialized Domestic Violence Unit under the STOP Violence Against Women Act Grant Program; and

**WHEREAS**, the Board of Chosen Freeholder of the County of Gloucester deems this to be beneficial to the citizens of the County of Gloucester; and

**WHEREAS**, the Gloucester County Prosecutor's Office reviewed all data supplied in the application and its attachments, and certifies to the Board of Chosen Freeholders of the County of Gloucester that all data contained in the application and in its attachments is true and correct; and

**WHEREAS**, the Gloucester County Prosecutor's Office has submitted the grant application to the Department of Human Services for review, and said agency has approved said application, and the Board of Chosen Freeholders of the County of Gloucester understands and agrees that any grant received as a result of the application will be subject to the grant conditions and other policies, regulations and rules issued by the New Jersey Department of Law and Public Safety, Division of Criminal Justice, Office of Victim-Witness Advocacy for the administration of grant projects; and

**WHEREAS**, the total amount of the grant funds to be requested is \$21,391, with a match of \$7,130, for a total amount of \$28,521, for the period August 1, 2011 through June 30, 2012.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Chosen Freeholders of the County of Gloucester that:

1. The grant application is hereby authorized and the Freeholder Director shall execute any and all documents relative to filing of said grant application with the NJ Department of Law and Public Safety, Division of Criminal Justice, Office of Victim-Witness Advocacy, requesting grant funds to be used for the Specialized Domestic Violence Unit under the (STOP) Violence Against Women Act Grant Program.
2. The amount of the grant funds to be requested is \$21,391 with a match by the County of \$7,130, for a total grant amount of \$28,521.00 for the period August 1, 2011 to June 30, 2012.
3. The Board of Chosen Freeholders hereby confirms that it shall comply with all applicable regulations of the granting authority as referred to above and shall provide any necessary additional assurances as may be required.

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on December 21, 2011 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

\_\_\_\_\_  
**ROBERT M. DAMMINGER,  
FREEHOLDER DIRECTOR**

**ATTEST:**

\_\_\_\_\_  
**ROBERT N. DILELLA,  
CLERK OF THE BOARD**



✓  
F2

BOARD OF  
CHOSEN FREEHOLDERS

COUNTY OF GLOUCESTER  
STATE OF NEW JERSEY

FREEHOLDER DIRECTOR  
Robert M. Damminger

FREEHOLDER LIAISON  
Vincent H. Nestore Jr.



DEPARTMENT OF HUMAN  
SERVICES

DIRECTOR  
Lisa A. Cerny

P.O. Box 337  
Woodbury, NJ 08096

Phone: 856.384.6870

Fax: 856.384.0207

[lcerny@co.gloucester.nj.us](mailto:lcerny@co.gloucester.nj.us)

[www.gloucestercountynj.gov](http://www.gloucestercountynj.gov)

TO: Mary Pyffer

DEPARTMENT: Prosecutors Office

GRANT TITLE: Stop the Violence Against Women (VAWA) Grant

DATE: December 8, 2011

**CERTIFICATION LETTER**

The DEPARTMENT OF HUMAN SERVICES certifies that the enclosed Grant has been reviewed and meets the standard requirements

REVIEWED BY: [Signature]

REVIEWED BY: [Signature]  
Grants Coordinator

FREEHOLDER MEETING: December 21, 2011

New Jersey Relay Service – 711  
Gloucester County Relay Service  
(TTY/TTD) – (856)848-6616

State of New Jersey  
STOP Violence Against Women Act (VAWA) Grant Program

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APPLICATION OVERVIEW

Name of Applicant: County of Gloucester

Title of Project: County Office of Victim Witness Advocacy – DV Advocate

Amount Applied for: \$ 21,391 Federal      \$ 7,130 Match      \$ 28,521 Total

Type of Agency:     State     County     Municipality     Nonprofit

What County is your agency located in: Gloucester

Type of Project:     New                       Continuing

Have you been designated by the Department of Community Affairs, Division on Women as the lead **sexual assault agency** in your county?     Yes                       No

Have you been designated by the Department of Children and Families, Division of Youth and Family Services as the lead **domestic violence agency** in your county?     Yes                       No

Types of Victims Served for this Project:     Sexual Assault                       Domestic Violence

Other \_\_\_\_\_

**State of New Jersey  
STOP Violence Against Women Act (VAWA) Grant Program**

**Applicant Information Form**

Project Duration Period (when to when): 8/1/11 – 6/30/12		Grant No.: 10VAWA-62	
Official Name of Applicant Agency: County of Gloucester			
Address: 2 South Broad Street, P.O. Box 337			
City/State: Woodbury, NJ		Zip Code: 08096	County: Gloucester
Implementing Agency (if different than applicant): GLOUCESTER COUNTY PROSECUTOR'S OFFICE			
Agency Website:	Fiscal Year Start Date: 1/1/12	Federal ID Number: 216000660	
Charitable Registration Number (if nonprofit & not exempt):			
Have there been any findings filed against the agency in regard to its charitable status? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No    If yes, please explain on a separate sheet.		New Jersey Business Registration Certificate:	
Name and Title of Chief Executive/Agency Director: Robert M. Damminger, Freeholder Director			
Street Address, City, State, Zip Code (if different from above):			
Telephone: 856-853-3395	Ext.	Email: rdamminger@co.gloucester.nj.us	Fax: 856-853-3495
Name and Title of Project Director: Sean F. Dalton, County Prosecutor			
Street Address, City, State, Zip Code (if different from above): 70 Hunter Street, P.O. Box 623, Woodbury, NJ 08096			
Telephone: 856-384-5534	Ext.	Email: sdalton@co.gloucester.nj.us	Fax: 856-384-8624
Name and Title of Contact Person: Mary K. Pyffer, Victim Witness Coordinator			
Street Address, City, State, Zip Code (if different from above): 70 Hunter Street, P.O. Box 623, Woodbury, NJ 08096			
Telephone: 856-384-5549	Ext.	Email: mpyffer@co.gloucester.nj.us	Fax: 856-384-8624
Name and Title of Chief Financial Officer: Gary Schwarz, Treasurer			
Street Address, City, State, Zip Code (if different from above): 2 South Broad Street, P.O. Box 337, Woodbury, NJ 08096			
Telephone: 856-853-3353	Ext.	Email: gschwarz@co.gloucester.nj.us	Fax: 856-251-6778
Name and Title of Fiscal Contact Person: Billie-Jo Scott, Office Manager			
Street Address, City, State, Zip Code (if different from above): 70 Hunter Street, P.O. Box 623, Woodbury, NJ 08096			
Telephone: 856-384-5532	Ext.	Email: bjscott@co.gloucester.nj.us	Fax: 856-384-8624

State of New Jersey  
STOP Violence Against Women Act (VAWA) Grant Program

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Agency Information Form

Name of Agency/Applicant: County of Gloucester / Gloucester County Prosecutor's Office

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Project Title: STOP Violence Against Women Act (VAWA) Formula Grant

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<b>Answer Questions about Agency-wide Services/Activities</b> <i>(not limited to Project specific services/activities addressed in this application)</i>	
<b>Core Services</b>	
<input type="checkbox"/> Emergency/crisis response	<input type="checkbox"/> Long term counseling
<input checked="" type="checkbox"/> Criminal Justice advocacy	<input type="checkbox"/> Short term counseling
<input type="checkbox"/> Legal advocacy	<input type="checkbox"/> Support groups
<input checked="" type="checkbox"/> Courtroom advocacy	<input checked="" type="checkbox"/> Victim outreach
<input type="checkbox"/> Housing advocacy	<input type="checkbox"/> Community Education
<input type="checkbox"/> Financial advocacy	<input type="checkbox"/> Hotline
<input type="checkbox"/> Legal services	
<input type="checkbox"/> Emergency financial assistance	
<input checked="" type="checkbox"/> In person information/referral	
<input checked="" type="checkbox"/> Telephone information/referral	
<input type="checkbox"/> Economic development/networking services for victims	
<input type="checkbox"/> Services for the children of victims ( e.g., babysitting, recreation, etc.)	
<input type="checkbox"/> Shelter	If checked - indicate the number of beds available _____
<input type="checkbox"/> Transitional Housing	If checked - indicate the number of family housing units _____
Indicate if your agency has programs for the following types of crime victims:	
<input checked="" type="checkbox"/> DWI	<input checked="" type="checkbox"/> Homicide
<input type="checkbox"/> Neglected or abused children	<input checked="" type="checkbox"/> Sexual Assault
<input checked="" type="checkbox"/> Domestic violence	<input type="checkbox"/> Human Trafficking

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**STOP VIOLENCE AGAINST WOMEN GRANT PROGRAM**  
**10VAWA-62**

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**PROGRAM NARRATIVE**

The funding for the Victim Advocate position assigned to the Specialized Domestic Violence unit will provide assistance to victims of domestic violence wherein the charges are heard at the municipal court level. This position provides notification of the proceedings to victim and witnesses associated with cases, an explanation of the judicial system to victims so they are aware and understand what is happening and what additional resources are available to them so that they are less likely to be victims of domestic violence in the future. An assistant prosecutor whose salary is currently funded by the County is assigned to prosecute domestic violence cases in approximately 10 out of 22 of the municipal courts.

**PROBLEM STATEMENT**

Presently, an evidence-based prosecution protocol is in effect throughout the county and for all venues; criminal, family and municipal court. This directive requires that any domestic violence case must be prosecuted when either the victim is willing to testify on behalf of the State or the incident is independently corroborated. A complaint is never to be dismissed simply because the victim requests that it be (Directive adopted 2/2/00, amended 1/2/03)

A comprehensive supplemental domestic violence investigation form was also adopted on 2/2/00 and amended in March, 2003. The form must be followed and completed for all domestic violence investigations resulting in arrest. The form is designed to prompt the responding law enforcement officer through the elements of an evidence-based investigation. The form includes numerous check-off boxes designed to fully preserve the officer's observations on the victim's demeanor and also includes a check-off list of risk factors that may be used as input with the emergent judge setting bail.

~~The prosecution directives and investigation checklist were designed to assure the effectiveness of the Prosecutor's municipal domestic violence prosecution initiative, made possible as the result of receiving funding under VAWA to establish a Specialized Domestic Violence Unit.~~

The goal of our evidence-based prosecution policy is to enhance victim safety. This result occurs in two general ways. First, police officers trained to use pro-prosecution investigation techniques during domestic violence calls are equipped to use the full range of emergency provisions designed to increase victim safety immediately following police intervention. When officers preserve evidence of family violence by photographing visible signs of injury and property damage, recording spontaneous statements of victims and witnesses (including children), and obtaining comprehensive statements, the State is more likely to be able to prosecute the batterer. The pending prosecution creates a tool for maintaining victim safety through bail conditions and the direct practical deterrence of knowing that charges are "pending." The second is that when a defendant is convicted, victim safety is enhanced as the result of jail and suspended jail sentences and supervised probation with conditions such as court ordered attendance at batterer's counseling and drug and alcohol treatments, including, when appropriate, a condition of alcohol abstinence.

Through the Specialized Domestic Violence Unit we currently provide Victim Advocate Services at the Municipal Court Hearings for 10 out of 22 of our municipalities and services at our office and via telephone for all of the municipalities.

#### **GOALS, OBJECTIVES & METHODS**

This goal of this program is to provide consistent assistance to victims of domestic violence appearing in municipal court so that they will be less likely to be victims of domestic violence in the future by providing the following services:

- Notify victims of all hearings and what steps will be/have been taken in court
- Advise victims of their right to submit a written statement regarding the impact of the crime
- Notify victims when offenders are released from jail
- Arrange for transportation to court proceedings where necessary

~~-Provide victims with informational literature, crisis counseling, information on obtaining~~  
emergency shelter, municipal welfare, school assistance, etc.  
-Handle telephone calls and walk-in victims with case information or any other questions or concerns they may have.

### **MANAGEMENT STRUCTURE**

The staff presently associated with the Specialized Domestic Violence Unit are as follows:

**Project Director:** Prosecutor Sean Dalton. Prosecutor Dalton oversees the prosecution of all cases in Gloucester County

**Victim/Witness Coordinator:** Mary Pyffer, Chief of Trial Section. Ms. Pyffer supervises the Victim/Witness staff.

**Supervisory, Sex Assault and Domestic Violence Unit:** Sr. Assistant Prosecutor Audrey Curwin. Ms. Curwin is responsible for the day to day supervision of the Sexual Assault and domestic violence units, as well as a full case load of adult and child victim sexual assault crimes.

**Assistant Prosecutor Katherine Mika:** member of the New Jersey Bar; Responsible for disorderly persons domestic violence prosecutions.

**Victim Advocate Rosemarie Seider:** Responsible for victim services to disorderly persons domestic violence prosecutions. A copy of Ms. Seider's resume is attached.

### **PROGRAM EVALUATION**

An evidence based prosecution policy is in effect for all Gloucester County venues. The funds from this grant will allow us to continue to provide services to victims of domestic violence prosecuted in municipal court.

Assigned cases: All pre-indictment domestic violence cases, restraining order violation cases.

1. Assigned case tasks include (a-y):
  - a. Notify victim and law enforcement officer of all bail hearings, release of an offender on bail and/or bail conditions. When victim reports a violation of bail condition, coordinate transmittal of information to case AP and advise victim of what steps will be taken in court (if any) to address issues.
  - b. Code file at initial intake, which includes entering victim name (victim includes secondary victims) and pertinent information into Promis Gavel system. Prepare all computer generated victim/witness letters with appropriate enclosures and specific contact information for mailing. Initial exterior of outgoing mail to route return if mail returned by post office. Initiate procedure for locating victim when mail is undeliverable.
  - c. Maintain supply of appropriate informational literature for victims in conjunction with unit supervisor.
  - d. Provide crisis counseling, including providing information to victims regarding obtaining emergency shelter.
  - e. Accompany victims, including secondary victims, to court proceedings (upon request of victim and/or assigned AP).
  - f. Attend all Family Court domestic violence restraining order hearings in order to provide outreach and information regarding criminal justice system and safety issues to crime victims. Complete victim outreach interview sheets and forward to appropriate staff to file with case. Alert assigned AP or unit supervisor to any concerns which require immediate response.
  - g. Advise victim in all cases, (including disorderly), when requested by assigned AP or by victim, if victim had contact with a defendant likely to involve the exchange of bodily fluid or hypodermic needle, of right to request an approved test for AIDS/HIV, to advise victims of the test results and to provide the victim with appropriate referral for counseling and/or health care. The victim may request this testing for him or herself and/or of the perpetrator. A police officer who is exposed to bodily fluids during the arrest process should also be advised of this right. Assist assigned AP in process of coordinating obtaining test and results pursuant to defendant's consent or court order.

- ~~h. Handle telephone calls and walk-in victims with case information or any other questions or concerns the victim may have.~~
- i. Assist victims in the return of property from appropriate police department.
- j. Advise victims of their right to submit a written statement to a representative of the prosecutor's office about the impact of the crime prior to a final decision as to whether formal charges will be filed.
- k. Arrange for interpretation services for victims and witnesses who are hearing impaired or developmentally disabled as defined in 3C:6b-3.
- l. Interview victims in coordination with assigned assistant prosecutor in order to make appropriate and timely referrals to counseling and for follow-up medical care. Follow up referral with victim to determine whether there was any problem with victim receiving the referred counseling, such as transportation or waiting lists. Work with victim and counseling agency to resolve the problem or recommend options. Advise the case assistant prosecutor of the problem and resolution steps. Bring recurring problems or barriers to successful counseling referrals to attention of unit supervisor. When neither insurance coverage nor free counseling is available, with assistance from victim, complete emergency VCCB application seeking immediate counseling reimbursement.
- m. Make appropriate referrals for other assistance, including housing, employment, County Board of Social Services, municipal welfare and school assistance, to respond to victim issues as the result of the criminal victimization.
- n. Make outreach calls to victims to update them on outcome of status hearings, defendant's guilty plea verdict, and sentencing. Use Court list printouts to identify all applicable cases.
- o. Assist with providing courtroom orientation by arranging to show victims courtroom or grand jury room and providing them with written information regarding testifying basics for witnesses in coordination with assistant prosecutor assigned to case.
- p. Arrange transportation or drive victims and witnesses to prosecutor's office for interviews, grand jury, trial and other court proceedings, including transportation and lodging for out-of-state victims and witnesses, when necessary.
- q. Arrange for meals, access to phones and other conveniences for witnesses and victims who are attending court for trial or protracted motion hearings.
- r. Attend interviews with victim or survivors, including secondary victims, investigator or AP.

\*Note: An investigator from the municipal department or GCPO will attend all such meetings. In an emergency, a second AP may attend in lieu of the

~~investigator, to assist in process of documenting any additional discoverable information provided by victim or witness.~~

- s. With assistance from victim, prepare VCCB claim, maintain copy of completed complaint in individual victim/witness file, follow up case processing with VCCB on victim's behalf, and document all contacts with VCCB and victim regarding same.
- t. Assist victims in requesting restitution.
- u. Coordinate appearances and schedule of all trial witnesses in assigned cases, for purposes of trial.
- v. Assist victims in preparing victim impact statement to be considered by the Judge at the time of sentencing.
- w. In cases of certain designated victims (i.e. over 60 years old and/or disabled), advise them of special victims of crime guidelines allowing them to request reimbursement for stolen cash.
- x. Maintain statistics for all victim assistance activities for inclusion in all required reports to State Victim/Witness Office.

2. In all other cases when requested by assigned assistant prosecutor:

- a. Attend interviews with victim or survivors, including secondary victims, investigator and AP.

\*Note: An investigator from the municipal department or GCPO will attend all such meetings. In an emergency, a second AP may attend in lieu of the investigator to assist in process of documenting any additional discoverable information provided by victim or witness.

- b. Arrange transportation and lodging for out-of-state victims and witnesses when necessary
- c. Arrange for meals, access to phones and other conveniences for witnesses and victims who are attending court for trial or protracted motion hearings.
- d. Assist with providing courtroom orientation by arranging to show victims courtroom or grand jury room and providing them with written information regarding testifying basics for witnesses in coordination with assistant prosecutor assigned to case. Arrange transportation or drive victims and witnesses to prosecutor's office for interviews, grand jury, trial and other court proceedings.
- e. Make outreach calls to victims to update them on outcome of status hearings, verdict, defendant's guilty plea and sentencing. Handle telephone calls and walk-in victims with case information or any other questions or concerns the victim may have.
- f. Accompany victims, including secondary victims, to court proceedings.

~~g. Notify victim and law enforcement officer of all bail hearings, release of any offender on bail and/or bail conditions.~~

3. When assigned victim/witness staff is not available, act as back-up while on rotation schedule or as needed to provide case information and respond to any other questions or concerns the victim may have, prepare case record of contact and advise assigned assistant prosecutor assigned victim/witness staff member.
4. Attend Domestic Violence Working Group meetings, arrange transportation and lodging for out-of-state victims and witnesses when necessary.
5. Attend training seminars in all areas of victim/witness assistance, as assigned by unit supervisor, in order to maintain sufficient knowledge to provide assistance to victims in all case categories as back-up to assigned victim/witness staff.

All contacts, updates and referrals are documented in the case file, as well as the parallel victim/witness file maintained by the assigned victim/witness aide or counselor. All victim-impact files will be marked with the name of the assigned victim/witness counselor.

**UNIT SUPERVISOR: AUDREY CURWIN, SENIOR ASSISTANT PROSECUTOR**

1748 RED OAK ROAD • WILLIAMSTOWN, NJ 08094  
PHONE (856)629-2819 • E-MAIL RSPAQUIN@CO.GLOUCESTER.NJ.US

# ROSEMARIE SEIDER-PAQUIN

## CAREER GOAL

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Using my strong interpersonal, communication, and organizational skills, in conjunction with my experience and education to be a contributing member of a dynamic organization in the Criminal Law and Justice field.

## SUMMARY OF QUALIFICATIONS

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I have experience working in the New Jersey Juvenile Justice System and the Domestic Violence Unit, including discoveries, witness notification and court proceedings. Basic computer skills including Microsoft office 2007 software systems. I have 17 years of valuable experience in caring for youth, often with special needs, in a variety of settings. Certified in Early Childhood Education and first aid, I have developed a reputation as a good listener and someone who is friendly, caring, supportive and understanding. My clients and co-workers know me as being an independent worker, quick learner, organized, dependable, knowledgeable, stable, reliable, flexible, and a team player.

## EDUCATION

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### Masters Degree, Criminal Law and Justice

*Boston University*

*Boston, MA.*

### Drunk & Impaired Driving Victimization Training

*New Jersey Department of Correction*

### NOVA Training

*National Organization for Victim Assistance*

### Bachelors Degree, Criminal Law & Justice

*Rowan University*

*Glassboro, NJ*

### Certification in Victim Witness Training Course

*State of New Jersey Department of Law and Safety*

**Nursing Assistance Certification**

*Gloucester County College*

*Sewell, NJ*

**Associates Degree, Early Childhood Education**

*Community College of Philadelphia*

*Philadelphia, PA*

## PROFESSIONAL EXPERIENCE

Victim Witness Advocate (August 2003 to Present)  
*Gloucester County Prosecutors Office* *Gloucester County, NJ*

Assist Prosecutor within the Municipal Court.  
To give outreach to victims of Domestic Violence.

Administrative Assistant (October 2001 to August 2003)  
*Gloucester County Prosecutors Office* *Gloucester County, NJ*

Assist Prosecutor in preparation of documents for court cases.  
Notification of victims for court hearings, restitution and releases.  
Maintain open case dockets and applicable juvenile records.

Supervisor of Community Service Site  
*Gloucester County Probation/ First Presbyterian Church of Williamstown* (February 05 to December 2010)

*Camden County Probation/Friendship Community Church* (March 03 to November 03)

Internship (Summer 2001)  
*Gloucester County Prosecutors Office* *Gloucester County, NJ*

Assisted Victim Witness Advocate.  
Prepared files for court.  
Sent discoveries to defense attorneys.

Child Care Provider (1988 – June 2001)  
*Sole proprietor of successful home – based business.* *Williamstown, NJ*

Caring of children from birth to school age.  
Providing of basic preschool skills in a safe and loving environment.  
Experienced with diversified backgrounds and special needs.

Nursing Assistant (1986 – 1987)  
*Voorhees Pediatrics Hospital* *Voorhees, NJ*

Providing of nursing care to terminally ill children.  
Use of specialized feeding and caring techniques.  
Preparation of daily reports on patient status.

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**Assistant Teacher**  
*Northeast Community Center*

(1980 -- 1983)  
*Philadelphia, PA*

Teaching of special needs children, infant to school age.  
Working with mild to severe mentally and physically challenged children.  
Certified in Early Childhood Education.









STOP VIOLENCE AGAINST WOMEN ACT (VAWA) FORMULA GRANT

10VAWA-62  
BUDGET NARRATIVE

A. Personnel

1. Salaries & Wages

Funds under this grant are being used to retain the existing position of the Victim Advocate assigned to the Domestic Violence Specialized Unit. This position provides various essential services to victims of crime including but not limited to:

- notification of status of charges
- victim services available
- accompaniment to court proceedings

This funding will continue to partially pay the Victim Advocate salary and allow us to continue to provide these services. The salary is budgeted for August 1, 2011 to June, 2012 based upon the CWA contract in effect for that period.

2. Fringe Benefits

Fringe benefits for the Victim Advocate assigned to the Domestic Violence Specialized Unit are being submitted as matching funds for this position. The current Gloucester County Fringe Rate is 58.19%. This rate exceeds the \$7,130 match amount. A copy of the document provided by the County Treasurer regarding this rate is attached for your reference.

State of New Jersey  
STOP Violence Against Women Act (VAWA) Grant Program

APPLICATION AUTHORIZATION

Authorization to submit application to the Department of Law and Public Safety, Division of Criminal Justice for a project entitled:

County Office of victim Witness Advocacy - DV Advocate

at an estimated total project cost of \$ 28,521 . Grant # 10VAWA-62

The undersigned agrees upon approval of this project on behalf of the unit of government, to comply with the conditions applicable to grants awarded. The undersigned's signature indicates that the information provided within the application is accurate and complete and that the applicant intends to comply with all conditions applicable to subgrants awarded pursuant to the Violence Against Women Act of 1994, as reauthorized, STOP Violence Against Women Formula and Discretionary Grants Program Final Rule, Omnibus Crime Control and Safe Streets Act of 1968 and regulations, and OVW guidelines. Further, the undersigned makes the assurances concerning non-supplanting of local funds with state and federal funds.

**This application consists of the following attachments in addition to this form:**

1. Project Narratives,
2. Project Budget Detail,
3. Budget Narrative,
4. Certification of Equal Employment Opportunity Plan,
5. General Conditions & Assurances,
6. Grant Agreement Certification,
7. Certifications Regarding Lobbying, Debarment, Suspension and Other Responsibility Matters and Drug-Free Workplace Requirements,
8. Resolution of Participation and Certification of Recording Officer, and
9. Federal Financial Accountability and Transparency Act Information Form.

As the duly authorized representative of the applicant-subgrantee, I hereby certify that the applicant-subgrantee will comply with the above-referenced provisions. I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

\_\_\_\_\_  
Signature

ROBERT M. DAMMINGER

Printed Name

FREEHOLDER DIRECTOR

Title (Freeholder-Director, County Executive, State Department Head)

COUNTY OF GLOUCESTER

Governing Body

Date

Grant # 10VAVA-62

**CERTIFICATION FORM**

Recipient Name and Address: County of Gloucester, PO Box 337, Woodbury, NJ 08096

Grant Title: STOP Violence Against Women Act Grant Number: 10VANA-62 Award Amount: \$28,521

Contact Person Name and Title: Mary Pyffer, V/W Coordinator Phone Number: (856) 384-5549

Federal regulations require recipients of financial assistance from the Office of Justice Programs (OJP), its component agencies, and the Office of Community Oriented Policing Services (COPS) to prepare, maintain on file, submit to OJP for review, and implement an Equal Employment Opportunity Plan (EEOP) in accordance with 28 C.F.R. §§ 42.301-308. The regulations exempt some recipients from all of the EEOP requirements. Other recipients, according to the regulations, must prepare, maintain on file and implement an EEOP, but they do not need to submit the EEOP to OJP for review. Recipients that claim a complete exemption from the EEOP requirement must complete Section A below. Recipients that claim the limited exemption from the submission requirement, must complete Section B below. A recipient should complete either Section A or Section B, not both. If a recipient receives multiple OJP or COPS grants, please complete a form for each grant, ensuring that any EEOP recipient certifies as completed and on file (if applicable) has been prepared within two years of the latest grant. Please send the completed form(s) to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice, 810 7<sup>th</sup> Street, N.W., Washington, D.C. 20531. For assistance in completing this form, please call (202) 307-0690 or TTY (202) 307-2027.

**Section A- Declaration Claiming Complete Exemption** from the EEOP Requirement. *Please check all the boxes that apply.*

- |  |   |
|--|---|
| <input type="checkbox"/> Recipient has less than 50 employees,   | <input type="checkbox"/> Recipient is an Indian tribe,                      |
| <input type="checkbox"/> Recipient is a non-profit organization, | <input type="checkbox"/> Recipient is an educational institution, or        |
| <input type="checkbox"/> Recipient is a medical institution,     | <input type="checkbox"/> Recipient is receiving an award less than \$25,000 |

I, \_\_\_\_\_ [responsible official], certify that \_\_\_\_\_ [recipient] is not required to prepare an EEOP for the reason(s) checked above, pursuant to 28 C.F.R. §42.302. I further certify that \_\_\_\_\_ [recipient] will comply with applicable Federal civil rights laws that prohibit discrimination in employment and in the delivery of services.

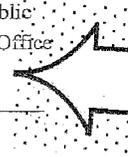
Print or type Name and Title \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

**Section B- Declaration Claiming Exemption from the EEOP Submission Requirement and Certifying That an EEOP Is on File for Review.**

If a recipient agency has 50 or more employees and is receiving a single award or subaward for \$25,000 or more, but less than \$500,000, then the recipient agency does not have to submit an EEOP to OJP for review as long as it certifies the following (42 C.F.R. § 42.305):

I, ROBERT M. DAMMINGER [responsible official], certify that the COUNTY OF GLOUCESTER [recipient], which has 50 or more employees and is receiving a single award or subaward for \$25,000 or more, but less than \$500,000, has formulated an EEOP in accordance with 28 C.F.R. §42.301, *et seq.*, subpart E. I further certify that the EEOP has been formulated and signed into effect within the past two years by the proper authority and that it is available for review. The EEOP is on file in the office of: EQUAL EMPLOYMENT OPPORTUNITY OFFICE [organization], at 2 SOUTH BROAD STREET, WOODBURY, NJ 08096 [address], for review by the public and employees or for review or audit by officials of the relevant state planning agency or the Office for Civil Rights, Office of Justice Programs, U. S. Department of Justice, as required by relevant laws and regulations.

ROBERT M. DAMMINGER, FREEHOLDER DIRECTOR  
Print or type Name and Title \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_



State of New Jersey  
STOP Violence Against Women Act (VAWA) Grant Program

GENERAL CONDITIONS AND ASSURANCES

1. The Subgrantee agrees that funds made available under the STOP Violence Against Women Act (VAWA) Grant Program will not be used to supplant local funds, but will be used to increase the amounts of such funds that would, in the absence of grant funds, be made available for services provided to victims of crime.
2. The Subgrantee agrees to comply and assure the compliance of its contractors with the financial and administrative requirements set forth in the current edition of U.S. Department of Justice, Office of Justice Programs *Financial Guide*, available on the web at <http://www.ojp.usdoj.gov/financialguide/>, (OJP Financial Guide) and the applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended; the Juvenile Justice and Delinquency Prevention Act; the Violence Against Women Act of 1994, as reauthorized; the STOP Violence Against Women Formula and Discretionary Grants Program Final Rule; and all other applicable federal laws, orders, circulars, or regulations.
3. The Subgrantee agrees that grant funds may be used to pay for data collection, analysis and report preparation only if that activity is associated with federal reporting requirements. Other data collection, analysis, and evaluation activities are not allowable uses of grant funds.
4. The Subgrantee agrees to comply with all requirements imposed by the U.S. Department of Justice (DOJ), Office on Violence Against Women (OVW), New Jersey Department of Law and Public Safety (L&PS), and the Division of Criminal Justice (DCJ) concerning all federal, state, municipal laws, rules, regulations, policies, guidelines, directives, and requirements (including licenses, permits and background checks) that are generally applicable to the activities in which the subgrantee is engaged in the performance of this grant. Failure to comply with these laws, rules, regulations, and state circulars will be grounds for termination of this subaward.
5. The Subgrantee assures that it possesses legal authority to apply for the grant; that, if applicable, a resolution or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required. The Subgrantee assures that it has the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project cost) to ensure proper planning, management, and completion of the project described in this application.

6. The Subgrantee agrees to comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970, 42 U.S.C. §4601 et seq., which provides for fair and equitable treatment of persons displaced as a result of federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of federal participation in purchases.
7. The Subgrantee agrees to comply with provisions of the Hatch Act, the federal law which limits certain political activities of employees of a state or local unit of government whose principal employment is in connection with an activity financed in whole or in part by federal grants. 5 U.S.C. §1501-08 and §7324-26.
8. The Subgrantee understands and agrees that, in compliance with the Anti-Lobbying Act, 18 U.S.C. §1913, and with the Limitations, Exceptions and Penalties on the Use of Appropriated Funds law, 31 U.S.C. §1352, it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of the DOJ.
9. The Subgrantee understands and agrees to comply with the federal Executive Order 12549 on Debarment and Suspension, implemented at 28 C.F.R. Part 67, and state Executive Order 34 (1976), and state OMB 93-13-GSA circular letter regarding Debarments, Suspensions & Disqualifications. Subgrantee and its subcontractors will not conduct business with ineligible firms or individuals who are considered debarred, suspended or disqualified.
10. The Subgrantee agrees to comply with the minimum wage and maximum hours provision of the Federal Fair Labor Standards Act.
11. The Subgrantee will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
12. The Subgrantee agrees to give the United States Comptroller General, DOJ, OVW, L&PS, and DCJ through any authorized representative, access to and the right to examine all paper and electronic records, books, papers, and documents related to the grant including pertinent accounting records, books, documents, and papers as may be necessary to monitor and audit the Subgrantee's operations. L&PS reserves the right to have access to all work papers produced in connection with audits made by the Subgrantee or independent certified public accountants, registered municipal accountants, or licensed public accountants hired by the Subgrantee to perform such audits.
13. The Subgrantee will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969, 42 U.S.C. §4321, and Executive Order (EO) 11514; (b)

notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972, 16 U.S.C. §1451 et seq., and the Coastal Barrier Resources Act, 16 U.S.C. §3501 et seq., which limits federal expenditures affecting the Coast Barrier Resources System; (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended, 42 U.S.C. §7401 et seq.; (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, 42 U.S.C. §300f et seq., as amended; and, (h) protection of endangered species under the Endangered Species Act of 1973, 16 U.S.C. §1531, as amended.

14. The Subgrantee agrees to comply, if applicable, with the flood insurance purchase requirements of Section 102 (1) of the Flood Disaster Protection Act of 1973, Pub. L. 93-234, 87 Stat. 975, approved December 31, 1976, §102 (a), 42 U.S.C. §4001 et seq., which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
15. The Subgrantee agrees to assist DOJ and OVW in its compliance with Section 106 of the National Historic Preservation Act of 1966, as amended, 16 U.S.C. §470; Executive Order 11593, the Archeological and Historical Preservation Act of 1974, 16 U.S.C. §469a-1 et seq.; and the National Environmental Policy Act of 1969, 42 U.S.C. §4321, by (a) consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 C.F.R. Part 800.8) by the activity, and notifying DOJ and OVW of the existence of any such properties, and by (b) complying with all requirements established by DOJ and OVW to avoid or mitigate adverse effects upon such properties.
16. The Subgrantee agrees to comply and assure the compliance of its contractors, with all lawful requirements imposed by DOJ and OVW, including any applicable regulations such as Title 28, Judicial Administration, Chapter I, Department of Justice: Part II, Applicability of Office of Management and Budget Circulars; Part 18, Administrative, Review Procedures; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Program Activities; Part 42, Non-discrimination Equal Employment Opportunity Policies and Procedures; Part 46 and all Office of Justice Programs Policies and Procedures regarding the protection of human research subjects, including obtaining of Institutional Review Board approval, if appropriate, and subject informed consent; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Flood Plain Management and Wetland Protection Procedures, and federal laws and regulations applicable to Federal Assistance Programs; Part 66, Uniform Administrative Requirement for Grants and Cooperative Agreements to State and Local Governments; and Part 70, Uniform Administrative Requirement for Grants and

Cooperative Agreements (Including Subawards) with institutions of Higher Education, Hospitals and Nonprofit Organizations.

17. The Subgrantee agrees to comply and assure the compliance of its contractors, with any applicable statutorily imposed non-discrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 U.S.C. §3789d(c); the Violence Against Women Department of Justice Reauthorization Act of 2005, 42 U.S.C. §13925; the Juvenile Justice and Delinquency Prevention Act of 2002, 42 U.S.C. §5672(b); the Civil Rights Act of 1964, as amended, 42 U.S.C. §2000d et seq.; the Rehabilitation Act of 1973, as amended; 29 U.S.C. §794, the Americans with Disabilities Act (ADA) of 1990, 42 U.S.C. §12131-34; the Education Amendments of 1972, 20 U.S.C. §1681, 1683, 1685-86; the Age Discrimination Act of 1975, 42 U.S.C. §6101-07; the Drug Abuse Office and Treatment Act of 1972, as amended, relating to nondiscrimination on the basis of drug abuse; the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, 42 U.S.C. §12114 et seq., as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; §523 and 527 of the Public Health Service Act of 1912, 42 U.S.C. §290 dd-2 and 290 ee3, as amended, relating to confidentiality of alcohol and drug abuse patient records; Title VIII of the Civil Rights Act of 1968, 42 U.S.C. §3601 et seq., as amended, relating to nondiscrimination in the sale, rental or financing of housing; any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made; and, the requirements of any other nondiscrimination statute(s) which may apply to the application, and the Department of Justice Non-discrimination Regulations, 28 C.F.R. Part 42, Subparts, C, D, E, and G; the Department of Justice Regulations on November 5, 2010 Disability Discrimination, 28 C.F.R. Part 35, Part 38, Part 39; and the Department of Justice, Policy Guidance Document, "Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons," 67 F.R. 41455 (June 18, 2002); see Ex. Order 13279 (equal protection of the laws for faith-based and community organization).
18. The Subgrantee assures that in the event a federal or state court or federal or state administrative agency makes a finding of discrimination on the grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, it will forward a copy of the finding to the OJP Office for Civil Rights and DCJ.
19. The Subgrantee agrees that if required to formulate an Equal Employment Opportunity Program (EEOP) in accordance with 28 C.F.R. §42.301 et seq., it will maintain a current one on file, and where the proposed subgrant is for \$500,000 or more (or receives an aggregate of \$1,000,000 in federal grant funds in an 18-month period), the Subgrantee will provide a copy of the EEOP to the OJP Office for Civil Rights.
20. The Subgrantee acknowledges that failure to submit an acceptable EEOP (if required to submit pursuant to 28 C.F.R. §42.302), that is approved by the OJP Office of Civil Rights

is a violation of its General Conditions and may result in suspension or termination of funding, until such time as the Subgrantee is in compliance.

21. The Subgrantee agrees to comply with the provisions of the DOJ regulations concerning Equal Treatment for Faith-based Organizations, 28 C.F.R. Part 38. Organizations that receive direct financial assistance from DOJ may not engage in inherently religious activities, such as worship, religious instruction, or proselytization, as part of the programs or services funded with direct financial assistance from DOJ. Organizations that participate in programs funded by direct financial assistance from DOJ (1) cannot discriminate against program beneficiaries on the basis of religion or religious belief when in providing services, and (2) cannot compel beneficiaries to participate in inherently religious activities. Notwithstanding any other special conditions of the award, faith-based organizations may, in some circumstances, consider religion as a basis for employment (See [http://www.oip.usdoj.gov/about/ocr/equal\\_fbo.htm](http://www.oip.usdoj.gov/about/ocr/equal_fbo.htm)).
22. The Subgrantee certifies that Limited English Proficiency (LEP) persons have meaningful access to the services under this program(s). National origin discrimination includes discrimination on the basis of limited English proficiency. To ensure compliance with Title VI and the Safe Streets Act, Subgrantees are required to take reasonable steps to ensure that LEP persons have meaningful access to their programs. Meaningful access may entail providing language assistance services, including oral and written translation when necessary. The U.S. Department of Justice has issued guidance for Subgrantees to help comply with Title VI requirements. The guidance document can be accessed on the Internet at <http://www.lep.gov>.
23. The Subgrantee agrees that DOJ, OVW, L&PS, and DCJ reserve a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use: the copyright in any work developed from activities supported by this grant, and any rights of copyright from a Subgrantee's purchase of ownership with support from this grant. The Subgrantee agrees that L&PS reserves the right to require the Subgrantee not to publish any work, which right shall not be exercised unreasonably. The Subgrantee assures that any publication by the Subgrantee shall include, on the title page, a standard disclaimer of responsibility by L&PS for any opinions or conclusions contained therein.
24. The Subgrantee agrees to submit the final draft of any publication, product, or electronic information at least 120 days before the end date of the grant for OVW review. The Subgrantee agrees to use grant funds to make any substantive corrections, if appropriate, to a publication or product in response to comments generated through either the OVW peer review process or the internal DOJ review process. Any grant-funded products (written, Web-based, audio-visual, or any other media format), whether produced at the Subgrantee's or government's expense, shall contain the following statement:

"This project was supported by Grant No. 10VAWA-62 awarded by the Office on Violence Against Women, U.S. Department of Justice. Points of view in this document are

those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice.”

The Subgrantee agrees to follow the current edition of the OJP Financial Guide for allowable printing activities.

25. The Subgrantee agrees that it may not disseminate drafts of training curricula and other grant-supported material beyond prior testing of the material, unless otherwise specifically approved of by OVW in writing in advance. Such materials must be clearly marked “DRAFT” and the OVW disclaimer must be included on such documents. The OVW logo shall not be displayed until the document is final and has been approved by OVW for final publication or electronic dissemination.

26. The Subgrantee agrees that any web site that is funded in whole or in part under this grant must include the following statement on the home page, on all major entry pages (i.e., pages (excluding documents) whose primary purpose is to navigate the user to interior content), and on any pages from which a visitor may access or use a web-based service, including any pages that provide results or outputs from the service:

“This Web site is funded, in part, through a grant from the Office on Violence Against Women, Department of Justice. Neither the U.S. Department of Justice nor any of its components operate, control, are responsible for, or necessarily endorse, this Web site (including, without limitation, its content, technical infrastructure, and policies, and any services or tools provided).”

27. The Subgrantee agrees to assist OVW in complying with the National Environmental Policy Act (NEPA) and other related federal environmental impact analyses requirements in the use of these grant funds, either directly by the grantee or by a Subgrantee. Accordingly, prior to obligating grant funds, the Subgrantee agrees to first determine if any of the following activities will be related to the use of the grant funds. The Subgrantee understands that this general condition applies to its following new activities whether or not they are being specifically funded with these grant funds. That is, as long as the activity being conducted by the Subgrantee, or any third party, and the activity needs to be undertaken in order to use these grant funds, this general condition must first be met. The activities covered by this general condition are:

- a. New construction;
- b. Minor renovation or remodeling of a property either (i) listed on or eligible for listing on the National Register of Historic Places, or (ii) located within a 100-year flood plain;
- c. A renovation, lease, or any proposed use of a building or facility that will either (i) result in a change in its basic prior use or (ii) significantly change its size; and,
- d. Implementation of a new program involving the use of chemicals other than chemicals that are (i) purchased as an incidental component of a funded activity, and

- (ii) traditionally used, for example, in office, household, recreational, or education environments.
- e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure or closure of clandestine methamphetamine laboratories.

For any of the Subgrantee's existing programs or activities that will be funded by these grant funds, the Subgrantee agrees to cooperate with OVW in any preparation by OVW of a national or program environmental assessment of that funded program or activity.

28. The Subgrantee agrees to comply with all confidentiality requirements of 42 U.S.C. §3789g and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The Subgrantee further agrees, as a condition of grant approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, section 22.23.
29. The Subgrantee agrees to use the National Information Exchange Model (NIEM) specifications and guidelines for this subgrant available at <http://www.niem.gov/> to support public safety and justice information sharing. The Subgrantee agrees to publish and make available without restriction all schemas (extensions, constraint, proxy) generated as a result of this subgrant to the component registry in the guidelines.
30. To avoid duplicating existing networked or IT systems in any initiatives funded by OVW for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communications backbone to achieve interstate connectivity, unless the subgrantee can demonstrate to the satisfaction of OVW that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.
31. If a project is not operational within sixty (60) days of the original start date of the award period, the Subgrantee must report by letter to L&PS and DCJ of the steps taken to initiate the project, the reasons for the delay, and the expected start date. If a project is not operational within ninety (90) days of the original start date of the award period, the Subgrantee must submit a second statement to L&PS and DCJ explaining the implementation delay. Upon receipt of the 90-day letter, L&PS and DCJ may cancel the project and request the federal agency approval to redistribute the funds to other project areas. L&PS and DCJ may also, where extenuating circumstances warrant, extend the implementation date of the project past the 90-day period. When this occurs, the appropriate subaward files and records must so note the extension.
32. The Subgrantee agrees, to the greatest extent practicable, that all equipment and products purchased with grant funds should be American made.

33. Pursuant to Executive Order 13043, 62 Fed. Reg. 19217 (1997), each recipient agency of federal contracts, subcontracts, and grants shall encourage adoption and enforcement of on-the-job seat belt policies and programs for its employees, contractors, and subrecipients when operating company-owned, rented, or personally owned vehicles.
34. Organizations funded under this federal grant program must agree to complete and keep on file, as appropriate, the Immigration and Naturalization Service Employment Eligibility form (I-9). This form is to be used by the recipient of federal funds to verify that persons employed by the recipient are eligible to work in the United States.
35. The Subgrantee assures that it will comply, and all of its contractors will comply with the requirements of the state's anti-discrimination and affirmative action laws and regulations, including N.J.A.C. 17:27, applicable provisions of N.J.S.A. 10:5, et al., and P.L. 1975, c. 127 and all implementing regulations. Failure to comply with these laws, rules, regulations, and state circulars will be grounds for termination of this subaward.
36. The Subgrantee shall not subcontract any of the work or services covered by this grant, nor shall any interest be assigned or transferred except as may be provided for in this grant or with the express written approval of L&PS.
37. The Subgrantee shall recognize and agree that both the initial provision of funding and the continuation of such funding under the Grant Agreement are expressly dependent upon the availability to the Department of Law and Public Safety (Department) of funds appropriated by the State Legislature from State and/or Federal revenue or such other funding sources as may be applicable and, in addition, if the Subgrantee's program is deemed a priority by the New Jersey Attorney General. A failure of the Department to make any payment under this Grant Agreement or to observe and perform any condition on its part to be performed under the Grant Agreement as a result of the failure of the Legislature to appropriate shall not in any manner constitute a breach of the Grant Agreement by the Department or an event of default under the Grant Agreement and the Department shall not be held liable for any breach of the Grant Agreement because of the absence of available funding appropriations. In addition, future funding shall not be anticipated from the Department beyond the duration of the award period set forth in the Grant Agreement and in no event shall the Agreement be construed as a commitment by the Department to expend funds beyond the termination date set in the Grant Agreement.
38. The Subgrantee agrees that all income earned by the Subgrantee from grant-supported activities is deemed program income. The Subgrantee agrees to add program income to funds committed to the program to further eligible program objectives. The Subgrantee agrees to comply with OJP Financial Guide, Part III Chapter 4: Program Income, and as applicable, either (1) 28 C.F.R. Part 66 or (2) 28 C.F.R. Part 70 and federal OMB Circular A-110, on the use, disposition, accounting and reporting for program income. (The use of program income must be shown on the detailed cost statements). State 07-05-OMB Circular

defines program income to include any interest earned of \$250 or more in a fiscal year on advances of grant funds.

39. The Subgrantee agrees to maintain an adequate financial management system in accordance with generally accepted principles of accounting. The Subgrantee shall maintain accurate and current financial reports, accounting records, internal controls, budget controls, and cash management procedures for receiving, holding, and expending grant funds. The Subgrantee shall maintain accurate and complete disclosure of financial results of each subgrant in the Detailed Cost Statements (DCS), have procedures to determine allowable costs, and provide source documentation for financial records.
40. As required under the federal Single Audit Act of 1984, Pub. L. 98-502, as amended, the Subgrantee agrees to comply with the organizational audit requirements of Federal OMB Circular, A-133, Audits of States, Local Governments and Nonprofit Organizations, as further described in the OJP Financial Guide, Part III Chapter 19, Government Accountability Office's Government Auditing Standards (Yellow Book), and the State of New Jersey, Department of Treasury, Circular Letter (State Circular Letter) 04-04-OMB, Single Audit Policy for Recipients of Federal Grants, State Grants and State Aid Payments. The Subgrantee agrees to submit to DCJ any copies of any exceptions and/or findings regarding this project as a result of a single audit. The Subgrantee immediately will report to DCJ any changes in its fiscal year.
41. The Subgrantee agrees that grant funds will be used only for allowable costs as determined according to applicable federal cost principles specific to the Subgrantee (e.g., Federal OMB Circular A-21 (2 C.F.R. Part 220), A-87 (2 C.F.R. Part 225), A-102, A-110 (2 C.F.R. Part 215), A-122 (2 C.F.R. Part 230), A-133, etc.), according to OJP Financial Guide, Part III Chapter 7: Allowable Costs, and State Circular Letter 07-05-OMB, Standard Grant Agreement Form, X. Allowable Costs.
42. The Subgrantee agrees that property furnished by L&PS or acquired in whole or in part with federal or L&PS funds or whose cost was charged to a project supported by federal or L&PS funds shall be utilized and disposed of in a manner generally consistent with state and federal requirements.
43. The Subgrantee agrees that procurement of supplies, equipment, and other services with funds provided by this grant shall be accomplished in a manner generally consistent with federal and state requirements. Adherence to the standards contained in the applicable federal and state laws and regulations does not relieve the Subgrantee of the contractual responsibilities arising under its procurement. The Subgrantee is the responsible authority, without recourse to L&PS, regarding the settlement and satisfaction of all contractual and administrative issues arising out of procurement entered in support of a grant.
44. The Subgrantee agrees that it will maintain data and information and submit timely reports, including programmatic progress and financial reports, as L&PS may require. If reports are

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not submitted as required, the L&PS may, at its discretion, suspend payments on this subgrant. The State of New Jersey may, at its discretion, take such action to withhold payments to the Subgrantee on this or any grant with other state agencies until the required reports have been submitted.

45. Unless otherwise directed by DCJ, state or federal statute, all grant records shall be retained for a period of seven years. This period is extended until otherwise directed if there is any litigation, claim, negotiation, action, or audit finding involving grant records started before the end of the seven year period.
  
46. The Subgrantee agrees to report any Budget Revisions or Grant Extensions as follows:
  - a. Any deviations from the approved budget or extensions in the grant period require prior approval via DCJ Form 108, Grant Adjustment Request Form (GARF). Subgrantee should be aware that approved budget revisions may result in the imposition of additional special conditions.
  - b. L&PS may request changes in the scope of services of the Subgrantee to be performed hereunder. Such changes, which are mutually agreed upon by and between L&PS and the Subgrantee must be incorporated in written amendments to this grant.
  - c. If the Subgrantee is making program expenditures or providing grant services at a rate which, in the judgment of L&PS, will result in substantial failure to expend the grant amount or provide grant services, L&PS may so notify the Subgrantee. If, after consultation, the Subgrantee is unable to develop to the satisfaction of L&PS a plan to rectify its low level of program expenditures or grant services, L&PS may upon thirty (30) days notice to the Subgrantee, reduce the grant amount by a sum so that the revised grant amount fairly projects program expenditures over the grant period. This reduction shall take into account the Subgrantee's fixed costs and shall establish the committed level of services for each program element of grant services at the reduced grant amount. If such a determination is made by L&PS subsequent to the awarding of the grant and the funds have already been received by the Subgrantee, the reduced amount will be remitted to L&PS.
  - d. If the revision requested will result in a change to the Subgrantee's approved project which requires federal prior approval, L&PS will obtain the federal agency's approval before approving the Subgrantee's request.
  
47. If the Subgrantee materially fails to comply with the terms of an award, whether stated in a state or federal statute or regulation, an assurance, general condition, special condition, in a state plan or application, a notice of award, or elsewhere, the Subgrantee agrees that L&PS may take one or more of the following actions, as appropriate in the circumstances:
  - a. Temporarily withhold cash payments pending correction of the deficiency by the Subgrantee or take more severe enforcement action.
  - b. Disallow all or part of the cost of the activity or action not in compliance.

- c. Wholly or partly suspend or terminate the current award for the Subgrantee's program.
  - d. Withhold further awards for the program.
  - e. Request the balance of grant funds to be returned and/or seek reimbursement for funds expended that were not in compliance with the terms and conditions of the grant agreement.
  - f. Take other remedies that may be legally available.
48. When the Subgrantee has failed to comply with grant award requirements, stipulations, standards, or conditions, the Subgrantee agrees that L&PS may suspend the grant and withhold further payments; prohibit the Subgrantee from incurring additional obligations of grant funds pending corrective action by the Subgrantee; or decide to terminate the grant in accordance with the below paragraph. L&PS shall allow all necessary and proper costs, which the Subgrantee could not reasonably avoid during the period of suspension, provided they meet federal and state requirements.
49. The Subgrantee agrees that L&PS may terminate the grant in whole or in part whenever it is determined that the Subgrantee has failed to comply with the conditions of the grant. L&PS shall notify the Subgrantee in writing of the determination and the reasons for the termination together with the effective date. Payments made to the Subgrantee or recoveries by L&PS under the grant terminated for cause shall be in accord with the legal right and liability of the parties.
50. L&PS and the Subgrantee may terminate the grant in whole, or in part, when both parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds. The two parties shall agree upon the termination conditions, including the effective date and in case of partial terminations, the portion to be terminated. The Subgrantee shall not incur new obligations for the terminated portion after the effective date and shall cancel as many outstanding obligations as possible.
51. The Subgrantee agrees that under certain instances it may be considered "High Risk":
- a. If L&PS determines that a Subgrantee:
    - i. Has a history of unsatisfactory performance.
    - ii. Is not financially stable.
    - iii. Has a financial management system which does not appear adequate according to the General Conditions, or meet the standards expressed according to State Circular Letter 07-05-OMB, Standard Grant Agreement Form, VIII Financial Management System.
    - iv. Has not conformed to terms and conditions of previous awards.
    - v. Is otherwise not responsible; and L&PS determines that an award will be made; special conditions and/or restrictions shall correspond to the high risk condition and shall be included in the award.
  - b. If a Subgrantee is considered "High Risk," then L&PS may impose additional Special conditions or restrictions on the Subgrantee at any time including:

- i. Payment on a reimbursement basis.
    - ii. Withholding authority to proceed to the next phase until receipt or evidence of acceptable performance within a given funding period.
    - iii. Requiring additional, more detailed financial reports.
    - iv. Additional project monitoring.
    - v. Requiring the Grantee to obtain technical or management assistance.
    - vi. Establishing additional prior approvals.
  - c. If L&PS decides to impose such special conditions, L&PS will notify the Subgrantee as soon as possible, in writing, of:
    - i. The nature of the special conditions/restrictions.
    - ii. The reason(s) for imposing the special conditions.
    - iii. The corrective actions that must be taken before the special conditions will be removed by the Department and the time allowed for completing the corrective actions.
    - iv. The method of requesting reconsideration of the conditions/restrictions imposed.
- 52. The Subgrantee understands and agrees that, in compliance with the Corruption of Public Resources Act, N.J.S.A. 2C:27-12, it cannot knowingly misuse state grant funds for an unauthorized purpose, and violations under this act could result in a prison term of up to 20 years, and, under N.J.S.A. 2C:30-8, subject to a fine of up to \$500,000.
- 53. The Subgrantee agrees that it shall be solely responsible for and shall defend, keep, save, and hold the State of New Jersey harmless from all claims, loss, liability, expense, or damage resulting from all mental or physical injuries or disabilities, including death, to its employees or recipients of the Subgrantee's services or to any other persons, or from any damage to any property sustained in connection with the delivery of the Subgrantee's services that results from any acts or omissions, including negligence or malpractice, of any of its officers, directors, employees, agents, servants or independent contractors, or from the Subgrantee's failure to provide for the safety and protection of its employees, whether or not due to negligence, fault, or default of the Subgrantee. The Subgrantee's responsibility shall also include all legal fees and costs that may arise from these actions. The Subgrantee's liability under this agreement shall continue after the termination of this agreement with respect to any liability, loss, expense, or damage resulting from acts occurring prior to termination.
- 54. Except for state agency subgrantees, the Subgrantee understands and agrees that persons performing services in connection with a subgrant shall not be considered employees of the State of New Jersey for any purpose, including but not limited to, defense and indemnification for liability claims, workers compensation and unemployment.
- 55. The Subgrantee understands and agrees that the misuse of award funds may result in a range of penalties, including suspension of current and future funds, suspension or debarment from federal grants, recoupment of monies provided under an award and civil and/or criminal

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penalties, including under the federal False Claims Act, 31 U.S.C. §3729-33 and under the New Jersey False Claims Act, N.J.S.A. 2A:32C-3.

56. The Subgrantee must promptly refer to DOJ, Office of Inspector General (OIG), any credible evidence that a principal, employee, agent, contractor, subcontractor, or other person has either 1) submitted a false claim for VAWA funds under the False Claim Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving VAWA funds. Potential fraud, waste, abuse or misconduct should be reported to OIG. For more information, see the website at [www.usdoj.gov/oig](http://www.usdoj.gov/oig).

57. The Subgrantee understands that OJP reserves the right to unilaterally terminate this award, without penalty, for a violation of the Trafficking Victims Protection Act 2000, 22 U.S.C. §7104(g), as amended. The Award Terms in 2 C.F.R. §175.15(b) are incorporated herein. Federal funding recipients or their employees may not engage in trafficking in persons, procure a commercial sex act or use forced labor in the performance of this award.
58. The Subgrantee certifies that it consulted with state or local victim service programs during the course of developing the application to ensure that the proposed activities and equipment acquisitions are designed to promote the safety, confidentiality, and economic independence of victims of domestic violence, sexual assault, stalking and dating violence. 42 U.S.C. §3796gg(d)(4).

CERTIFICATION

I certify that the project proposed in this application meets all the requirements of the federal STOP Violence Against Women Act (VAWA) Grant Program, that all the information presented is correct, that there has been appropriate coordination with affected agencies, and that the applicant will comply with the provisions of the New Jersey STOP Violence Against Women Act (VAWA) Grant Program and all other applicable federal and state laws, regulations, and guidelines.

COUNTY OF GLOUCESTER

Grant # 10VAWA-62

Subgrantee

Signature of Authorized Official

FREEHOLDER DIRECTOR

Title of Authorized Official  
(Freeholder Director, County  
Executive, Agency Director)

ROBERT M. DAMMINGER

Printed Name of Authorized Official

Date

[VAWA rev 10/2010]



4. I further certify that I will ensure that the Subgrantee will utilize the funds being provided by the Division of Criminal Justice to carry out the projects and activities specifically described in the application.

5. I further certify that I will ensure that the Subgrantee will, in utilizing the funds being provided by the Division of Criminal Justice, comply with any and all statutory and regulatory requirements pertaining to the use of such funds.

6. I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are wilfully false, I am subject to punishment.

\_\_\_\_\_  
Signature FREEHOLDER DIRECTOR  
Title

ROBERT M. DAMMINGER  
\_\_\_\_\_  
Printed Name Date

Grant # 10VAVA-62

[VAVA rev 10/2010]

U.S. DEPARTMENT OF JUSTICE  
OFFICE OF JUSTICE PROGRAMS  
OFFICE OF THE COMPTROLLER

**CERTIFICATIONS REGARDING LOBBYING; DEBARMENT,  
SUSPENSION AND OTHER RESPONSIBILITY MATTERS  
AND  
DRUG-FREE WORKPLACE REQUIREMENTS**

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Debarment and Suspension (Non-procurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

**1. LOBBYING**

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR Part 69, the applicant certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal Grant or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

**2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS  
(DIRECT RECIPIENT)**

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and (d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

**3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)**

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about

(1) The dangers of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making is a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to:

Department of Justice  
Office of Justice Programs  
ATTN: Control Desk  
810 Seventh Street, N.W.,  
Washington, D.C. 20531

Notice shall include the identification numbers(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

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B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

Check  if there are workplaces on file that are not identified here.

Section 67, 630 of the regulations provides that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for Department of Justice funding. States and State agencies may elect to use OJP Form 4061/7.

Check  if the State has elected to complete OJP Form 4061/7.

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DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67; Sections 67.615 and 67.620

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, with 10 calendar days of the conviction, to:

Department of Justice  
Office of Justice Programs  
ATTN: Control Desk  
810 Seventh Street, N.W.,  
Washington, D.C. 20531

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

1. Grantee Name and Address:

COUNTY OF GLOUCESTER

2 SOUTH BROAD STREET, WOODBURY, NJ 08096

2. Application Number and/or Project Name:

10VAWA-62/STOP VIOLENCE AGAINST WOMEN ACT

3. Grantee IRS/Vendor Number 216000660

4. Type/Print Name and Title of Authorized Representative

ROBERT M. DAMMINGER, FREEHOLDER DIRECTOR

5. Signature

6. Date

OJP FORM 4061/6 (3-91) REPLACES OJP FORMS 4061/2, 4061/3 AND 4061/4 WHICH ARE OBSOLETE.  
OFFICE OF JUSTICE PROGRAMS BJA NIJ OJJD BJS OVC

**RESOLUTION AUTHORIZING RENEWAL OF THE STOP VIOLENCE AGAINST  
WOMEN ACT (VAWA) GRANT THROUGH THE NJ DIVISION OF CRIMINAL JUSTICE  
IN THE AMOUNT OF \$21,391, WITH MATCHING FUNDS IN THE AMOUNT OF \$7,130,  
FOR A TOTAL AMOUNT OF \$28,521 FOR THE PERIOD AUGUST 1, 2011  
THROUGH JUNE 30, 2012**

**WHEREAS**, the Gloucester County Prosecutor desires to submit a grant application to the State of New Jersey, Department of Law and Public Safety, Division of Criminal Justice, Office of Victim-Witness Advocacy, for continuation funding for the Specialized Domestic Violence Unit under the STOP Violence Against Women Act Grant Program; and

**WHEREAS**, the Board of Chosen Freeholder of the County of Gloucester deems this to be beneficial to the citizens of the County of Gloucester; and

**WHEREAS**, the Gloucester County Prosecutor's Office reviewed all data supplied in the application and its attachments, and certifies to the Board of Chosen Freeholders of the County of Gloucester that all data contained in the application and in its attachments is true and correct; and

**WHEREAS**, the Gloucester County Prosecutor's Office has submitted the grant application to the Department of Human Services for review, and said agency has approved said application, and the Board of Chosen Freeholders of the County of Gloucester understands and agrees that any grant received as a result of the application will be subject to the grant conditions and other policies, regulations and rules issued by the New Jersey Department of Law and Public Safety, Division of Criminal Justice, Office of Victim-Witness Advocacy for the administration of grant projects; and

**WHEREAS**, the total amount of the grant funds to be requested is \$21,391, with a match of \$7,130, for a total amount of \$28,521, for the period of August 1, 2011 through June 30, 2012.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Chosen Freeholders of the County of Gloucester that:

1. The Director of the Board is hereby authorized to execute any and all documents in connection with the filing of the grant application with the State of New Jersey, Department of Law and Public Safety, Division of Criminal Justice, Office of Victim-Witness Advocacy, requesting grant funds to be used for the Specialized Domestic Violence Unit under the (STOP) Violence Against Women Act Grant Program; and

**Federal Financial Accountability and Transparency Act Information Form**

**To be completed by Subrecipient:**

1. Agency Name: COUNTY OF GLOUCESTER

2. City: WOODBURY 3. State: NJ

4. Congressional District: 01 5. County: GLOUCESTER

6. DUNS number (<http://www.dnb.com/us/>): 95-736-2247

7. Location of Primary Place of Performance of Project (if different than above):

City: \_\_\_\_\_ State: \_\_\_\_\_

Congressional District: \_\_\_\_\_ County: \_\_\_\_\_

8. Central Contractor Registration Completed (<http://www.ccr.gov/>): Yes:  No:

If No, please explain: \_\_\_\_\_

9. The names and total compensation of the five most highly compensated officers of the entity (and parent if owned by another entity) if:

(i) the entity in the preceding fiscal year received —

(a) 80 percent or more of its annual gross revenues in Federal awards; and

(b) \$25,000,000 or more in annual gross revenues from Federal awards; and

(ii) the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d) or section 6104 of the Internal Revenue Code of 1986.

<u>Officer Name</u>	<u>Total</u>
<u>Compensation</u>	
#1 _____	_____
#2 _____	_____
#3 _____	_____
#4 _____	_____
#5 _____	_____

10. Signature of Agency Representative: \_\_\_\_\_

**To be completed by Division/SubGrantor:**

1. Amount of Award: \_\_\_\_\_ 2. Federal: \_\_\_\_\_ 3. Match or State Share: \_\_\_\_\_

4. Award Title: \_\_\_\_\_

5. Award Number: \_\_\_\_\_

6. Transaction Type: \_\_\_\_\_ 7. CFDA Number: \_\_\_\_\_

8. Program Source: \_\_\_\_\_