

MINUTES

7:30 p.m. Wednesday, October 3, 2012

Call to order

Salute to the flag

Open Public Meetings Statement

Roll Call

	Present	Absent
Nestore	X	
Wallace	X	
Chila	X	
Simmons	X	
Barnes	X	
Taliaferro	X	
Damminger	X	

Also in attendance: Administrator Bruner, Deputy Administrator White, Clerk of the Board DiLella, Chief Counsel Lyons

Changes to the Agenda

Approval of the regular minutes from September 19, 2012.

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila	X		X		
Simmons		X	X		
Barnes			X		
Taliaferro			X		
Damminger			X		

Comments: N/A

46975 Recognizing the Southwest Council and the Gloucester County Regional Coalition for their efforts and dedication in reducing substance abuse in Gloucester County (to be presented) (Wallace)

46976 Proclamation to Honor Woodbury Junior Baseball and Girls Senior Softball All Stars, New Jersey District 15 Little League 2012 District Champions (to be presented) (Chila)

46977 Proclamation naming September as National Ovarian Cancer Awareness Month (previously presented) (Simmons)

46978 Proclamation to Recognize Gloucester County EMS on their 5th Anniversary

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

OPEN

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila	X		X		
Simmons		X	X		
Barnes			X		
Taliaferro			X		
Damminger			X		

Comments: Lee Lucas of Gibbstown had a questions regarding A-1 (workers' comp settlement), A-2 (WIC), A-3 (Tolerance Project Donations - wanted an explanation on this resolution) and B-6 (tenant based rental assistance - he is opposed to this).

CLOSE

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila	X		X		
Simmons		X	X		
Barnes			X		
Taliaferro			X		
Damminger			X		

Comments: N/A

DEPARTMENT OF ADMINISTRATION

DIRECTOR DAMMINGER
DEPUTY DIRECTOR CHILA

46979 RESOLUTION AUTHORIZING SETTLEMENT OF THE WORKERS' COMPENSATION MATTER ENTITLED THOMAS WHITAKER v. GLOUCESTER COUNTY, C.P. #2009-26840.

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila	X		X		
Simmons		X	X		
Barnes			X		
Taliaferro			X		
Damminger			X		

Comments: N/A

46980 RESOLUTION PROVIDING FOR THE INSERTION OF SPECIAL ITEMS OF REVENUE INTO THE 2012 BUDGET PURSUANT TO N.J.S.A. 40A:4-87.

1. Housing Preservation Program - \$50,000.00
2. Women, Infants and Children (WIC) - \$705,200.00
3. Edward Byrne Memorial Justice Assistance Grant Program - \$12,575.00
4. Transportation Block Grant TANF - \$48,764.00

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila	X		X		
Simmons		X	X		
Barnes			X		
Taliaferro			X		
Damminger			X		

Comments: N/A

46981 RESOLUTION REQUESTING APPROVAL OF THE DIRECTOR OF THE DIVISION OF LOCAL GOVERNMENT SERVICES TO ESTABLISH A DEDICATED TRUST BY RIDER; *TOLERANCE PROJECT DONATIONS*, PURSUANT TO N.J.S.A. 40A:10-1 et seq.

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila	X		X		
Simmons		X	X		
Barnes			X		
Taliaferro			X		
Damminger			X		

Comments: N/A

46982 RESOLUTION AUTHORIZING AN AMENDMENT TO INCREASE THE MAXIMUM CONTRACT AMOUNT BY \$28,720.00 WITH THE MERCURY CONSULTING GROUP, LLC (MCG,LLC) TO PROVIDE ADDITIONAL NETWORK CONSULTING SERVICES RESULTING IN A NEW CONTRACT MAXIMUM AMOUNT OF \$78,720.00.

	Motion	Second	Yes	No	Abstain
Nestore				X	
Wallace				X	
Chila	X		X		
Simmons		X	X		
Barnes			X		
Taliaferro			X		
Damminger			X		

Comments: N/A

46983 RESOLUTION AUTHORIZING THE ACCEPTANCE OF A BID FOR THE PURCHASE OF THE REAL PROPERTY OWNED BY THE COUNTY LOCATED AT 608 AND 610 MULLICA HILL ROAD, IN HARRISON TOWNSHIP, AND KNOWN AS LOTS 2 AND 3, BLOCK 22, ON THE TOWNSHIP OF HARRISON'S OFFICIAL TAX MAP.

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila	X		X		
Simmons		X	X		
Barnes			X		
Taliaferro			X		
Damminger			X		

Comments: N/A

46984 RESOLUTION AUTHORIZING THE REIMBURSEMENT TO THE BOROUGH OF WESTVILLE IN THE AMOUNT OF \$13,313.82 AND THE BOROUGH OF WOODBURY HEIGHTS IN THE AMOUNT OF \$8,637.01 FOR CERTAIN COSTS ASSOCIATED WITH TAX MAP EXPENSES AS RELATED TO REVALUATION.

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila	X		X		
Simmons		X	X		
Barnes			X		
Taliaferro			X		
Damminger			X		

Comments: N/A

DEPARTMENT OF ECONOMIC DEVELOPMENT & PUBLIC WORKS

**FREEHOLDER SIMMONS
FREEHOLDER BARNES**

46985 RESOLUTION AUTHORIZING A CONTRACT WITH THINK PAVERS HARDSCAPING, LLC FOR MATERIALS, LABOR, AND INSTALLATION OF ECO PAVERS, TURF PAVERS OR THEIR EQUIVALENT AT THE GLOUCESTER COUNTY VETERAN'S CEMETERY FOR A TOTAL CONTRACT AMOUNT OF \$25,000.00.

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila			X		
Simmons	X		X		
Barnes		X	X		
Taliaferro			X		
Damminger			X		

Comments: N/A

46986 RESOLUTION AMENDING THE CONTRACT WITH THE NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT BY DECREASING THE TOTAL CONTRACT AMOUNT BY \$1,286.00 FOR PY' 2010.

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila			X		
Simmons	X		X		
Barnes		X	X		
Taliaferro			X		
Damminger			X		

Comments: N/A

46987 RESOLUTION AUTHORIZING AN AMENDMENT TO THE CONTRACT WITH THE NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT TO DECREASE THE TOTAL CONTRACT AMOUNT BY \$81,027.00 FOR PY' 2011.

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila			X		
Simmons	X		X		
Barnes		X	X		
Taliaferro			X		
Damminger			X		

Comments: N/A

46988 RESOLUTION AUTHORIZING A CONTRACT WITH TRIAD ASSOCIATES TO PROVIDE PROFESSIONAL PLANNING CONSULTANT SERVICES FROM SEPTEMBER 1, 2012 TO AUGUST 31, 2013 IN AN AMOUNT NOT TO EXCEED \$35,000.00.

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila			X		
Simmons	X		X		
Barnes		X	X		
Taliaferro			X		
Damminger			X		

Comments: N/A

46989 RESOLUTION AUTHORIZING A CONTRACT WITH KERNAN CONSULTING ENGINEERS TO PROVIDE PROFESSIONAL HOUSING INSPECTOR/ENGINEER SERVICES FROM SEPTEMBER 1, 2012 TO AUGUST 31, 2013 IN AN AMOUNT NOT TO EXCEED \$50,000.00.

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila				X	
Simmons	X		X		
Barnes		X	X		
Taliaferro			X		
Damminger			X		

Comments: N/A

46990 RESOLUTION AUTHORIZING A SHARED SERVICES AGREEMENT WITH THE HOUSING AUTHORITY OF GLOUCESTER COUNTY TO MANAGE A TENANT BASED RENTAL ASSISTANCE PROGRAM FROM SEPTEMBER 1, 2012 TO AUGUST 31, 2013 IN AN AMOUNT NOT TO EXCEED \$80,000.00.

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila			X		
Simmons	X		X		
Barnes		X	X		
Taliaferro			X		
Damminger			X		

Comments: N/A

DEPARTMENT OF HEALTH & EDUCATION

**FREEHOLDER BARNES
FREEHOLDER SIMMONS**

46991 RESOLUTION AUTHORIZING THE FREEHOLDER DIRECTOR TO EXECUTE ALL DOCUMENTS REGARDING THE AREA PLAN CONTRACT FOR 2013-2015.

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila			X		
Simmons		X	X		
Barnes	X		X		
Taliaferro			X		
Damminger			X		

Comments: N/A

46992 RESOLUTION TO PURCHASE ONE (1) 2013 FORD EXPLORER FOR THE GLOUCESTER COUNTY HEALTH DEPARTMENT IN AN AMOUNT NOT TO EXCEED \$24,033.00 FROM HERTRICH FLEET SERVICES, INC.

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila			X		
Simmons		X	X		
Barnes	X		X		
Taliaferro			X		
Damminger			X		

Comments: N/A

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

**DEPUTY DIRECTOR CHILA
FREEHOLDER TALIAFERRO**

46993 RESOLUTION AUTHORIZING THE PURCHASE OF ONE (1) PORTABLE BOMB DIGITAL IMAGING SYSYTEM (X-RAY) FROM TELEVERE SYSTEMS FOR THE REGIONAL BOMB SQUAD THROUGH STATE CONTRACT NUMBER A82108, FOR A TOTAL CONTRACT AMOUNT OF \$30,195.00 FROM THE '11 HOMELAND SECURITY GRANT PROGRAM.

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila	X		X		
Simmons			X		
Barnes			X		
Taliaferro		X	X		
Damminger			X		

Comments: N/A

46994 RESOLUTION AUTHORIZING AWARD OF A SPLIT BID, FROM OCTOBER 4, 2012 TO OCTOBER 3, 2013, AS PER BID PD 12-027, WITH THE OPTION TO EXTEND FOR ONE (1) TWO YEAR TERM OR TWO (2) ONE YEAR TERMS TO 1) COMMON CENTS, IN AN AMOUNT NOT TO EXCEED \$35,000.00; 2) KENTRON, IN AN AMOUNT NOT TO EXCEED \$10,000.00; 3) QUADMED, IN AN AMOUNT NOT TO EXCEED \$2,000.00 4) VE RALPH & SON, IN AN AMOUNT NOT TO EXCEED \$35,000.00.

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila	X		X		
Simmons			X		
Barnes			X		
Taliaferro		X	X		
Damminger			X		

Comments: N/A

46995 RESOLUTION AUTHORIZING THE PURCHASE OF CELLULAR SERVICE FROM VERIZON WIRELESS FOR THE COUNTY OF GLOUCESTER THROUGH STATE CONTRACT NUMBER A82583, IN AN AMOUNT NOT TO EXCEED \$50,000.00, FROM NOVEMBER 1, 2012 TO OCTOBER 31, 2013.

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila	X		X		
Simmons			X		
Barnes			X		
Taliaferro		X	X		
Damminger			X		

Comments: N/A

DEPARTMENT OF SOCIAL & HUMAN SERVICES

**FREEHOLDER NESTORE
DEPUTY DIRECTOR CHILA**

46996 RESOLUTION INCREASING CONTRACTS WITH (A) MAYFAIR MOTEL FOR AN AMOUNT NOT TO EXCEED \$90,000.00; (B) WITH RELAX MOTEL FOR AN AMOUNT NOT TO EXCEED \$19,500.00; AND, (C) WITH PRIMOSE MOTEL FOR AN AMOUNT NOT TO EXCEED \$19,500.00.

	Motion	Second	Yes	No	Abstain
Nestore	X		X		
Wallace			X		
Chila		X	X		
Simmons			X		
Barnes			X		
Taliaferro			X		
Damminger			X		

Comments: N/A

46997 RESOLUTION AUTHORIZING EXECUTION OF ALL DOCUMENTS PERTAINING TO THE DIVISION OF FAMILY DEVELOPMENT TRANSPORTATION BLOCK GRANT TANF CONTRACT #TS13008 FROM JULY 1, 2012 TO JUNE 30, 2013, AND ACCEPTANCE OF GRANT FUNDS IN THE TOTAL AMOUNT OF \$48,764.00.

	Motion	Second	Yes	No	Abstain
Nestore	X		X		
Wallace			X		
Chila		X	X		
Simmons			X		
Barnes			X		
Taliaferro			X		
Damminger			X		

Comments: N/A

46998 RESOLUTION TO REMOVE VEHICLES #16-1235 AND #16-1247 FROM NJ TRANSIT INVENTORY TO THE SOLE RESPONSIBILITY OF THE COUNTY OF GLOUCESTER.

	Motion	Second	Yes	No	Abstain
Nestore	X		X		
Wallace			X		
Chila		X	X		
Simmons			X		
Barnes			X		
Taliaferro			X		
Damminger			X		

Comments: N/A

46999 RESOLUTION AUTHORIZING THE EXECUTION OF NAME CHANGE BY NORTH CONNECTIONS LOGISTICS, INC., TO RAILS CONSULTING SERVICES LLC.

	Motion	Second	Yes	No	Abstain
Nestore	X		X		
Wallace			X		
Chila		X	X		
Simmons			X		
Barnes			X		
Taliaferro			X		
Damminger			X		

Comments: N/A

DEPARTMENT OF GOVERNMENT SERVICES

**FREEHOLDER WALLACE
FREEHOLDER SIMMONS**

DEPARTMENT OF PARKS & LAND PRESERVATION

**FREEHOLDER TALIAFERRO
FREEHOLDER BARNES**

47000 RESOLUTION AUTHORIZING SUBMISSION OF AN APPLICATION FOR PROJECT SUPPORT GRANT FUNDING FROM THE NEW JERSEY HISTORICAL COMMISSION FROM DECEMBER 6, 2012 TO JUNE 30, 2013 IN THE AMOUNT OF \$12,396.00.

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila			X		
Simmons			X		
Barnes		X	X		
Taliaferro	X		X		
Damminger			X		

Comments: N/A

Freeholder Wallace comments: Tolerance project does not receive any government funding.

Old Business –Lyman Barnes regarding receivables for EMS services – said at time 2011 was different in '09 – '10. Mr. Barnes said additional 12k has been collected. Said 2011 and 2012 actual money collected \$2,602,584.00

New Business

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

OPEN

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila	X		X		
Simmons		X	X		
Barnes			X		
Taliaferro			X		
Damminger			X		

Comments: Lee Lucas of Gibbstown apologized if he offended anyone with him comments and went on about religion/diversity and homosexuality. He also had a question about the State Supreme Court.

CLOSE

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila	X		X		
Simmons		X	X		
Barnes			X		
Taliaferro			X		
Damminger			X		

Comments: N/A

Adjournment 8:38 PM

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila	X		X		
Simmons		X	X		
Barnes			X		
Taliaferro			X		
Damminger			X		

Comments: N/A



ROBERT N. DILELLA, CLERK

RECOGNIZING RED BANK BATTLEFIELD VOLUNTEERS

WHEREAS, from time to time it is the desire of the Board of Chosen Freeholders to pay special tribute to those who have provided exceptional service in the spirit of volunteerism to the residents of Gloucester County; and

WHEREAS, Gloucester County has a history marked by the service of volunteers with generous individuals from all walks of life who unselfishly give of their time and energy and are dedicated to sharing valuable insight and service as the Red Bank Battlefield Volunteers providing educational outreach to school groups, numerous museum special events, 4-Heritage Sundays, the Flower Show, 18th Century Field Day, the Holiday Open House, maintaining the Herb Garden, museum decorations, and open hearth cooking using authentic colonial recipes; and

WHEREAS, over 40 dedicated volunteers work tirelessly to keep the James and Ann Whitall House at Red Bank Battlefield open for school groups, tours, and special events while Docents, Hearth Cooks and Garden Volunteers donate time, labor and sometimes their own materials to educate the estimated 6,000 visitors hosted each year as they dress in period appropriate costume designed and purchased by volunteers while providing visitors with an authentic colonial experience, giving countless hours spent reading, researching, and traveling to other historic sites to learn to better interpret 18th century Quaker life at the Whitall Plantation; and

NOW, THEREFORE, BE IT PROCLAIMED, that I, Robert M. Damming, as Director, and on behalf of the 2012 Gloucester County Board of Chosen Freeholders, Giuseppe (Joe) Chila, Lyman Barnes, Vincent H. Nestore, Jr., Heather Simmons, Adam J. Taliaferro, and Larry Wallace do hereby recognize, and congratulate these well deserving volunteers for their unwavering dedication and commitment to the residents of Gloucester County.

IN WITNESS WHEREOF, the Board of Chosen Freeholders have caused these presents to be executed and the seal of the County of Gloucester to be affixed this 17th day of October, 2012.

*Robert M. Damming
Freeholder Director*

*Giuseppe (Joe) Chila
Freeholder Deputy Director*

*Lyman Barnes
Freeholder*

*Vincent H. Nestore, Jr.
Freeholder*

*Heather Simmons
Freeholder*

*Adam J. Taliaferro
Freeholder*

*Larry Wallace
Freeholder*

ATTEST: _____
Robert N. DiLella, Clerk

**Honoring
Pitman Public Schools
Employees for Contributing the Highest Average Per Capita Donation
Rate to the 2011 Gloucester County Public Employees Charitable
Campaign/United Way**

WHEREAS, employees of county departments, municipalities, police departments and school districts contributed a total of \$233,073 in 2011 in support of over 650 non-profit organizations participating in the GCPECC; and

WHEREAS, these contributions represented 12% of the annual United Way Campaign total; and

WHEREAS, nearly \$71,397 of the total was contributed to the United Way and its partner agencies, representing 8% of the \$1 million allocated locally; and

WHEREAS, GCPECC/United Way Campaign proceeds support more than two dozen health and human service programs available to Gloucester County residents; and

WHEREAS, programs include child care for low income families, medical and health services for the elderly and medically frail, counseling for children, families and individuals, a 24-hour information and referral hotline, substance abuse prevention and treatment services, emergency shelter and homeless prevention services and other assistance for those in need; and

NOW THEREFORE, BE IT PROCLAIMED, that I, Robert M. Damminger, as Director, and on behalf of the 2011 Gloucester County Board of Chosen Freeholders, Warren S. Wallace, Giuseppe (Joe) Chila, Frank J. DiMarco, Vincent H. Nestore, Jr., Heather Simmons and Larry Wallace do hereby congratulate and honor Pitman Public Schools Employees for their efforts on behalf of the 2011 Gloucester County Public Employees Charitable Campaign/ United Way.

IN WITNESS WHEREOF, the Director and Clerk have caused these presents to be executed and the seal of the County of Gloucester to be affixed this 17th day of October, 2012.

Robert M. Damminger
Freeholder Director

Giuseppe (Joe) Chila
Freeholder Deputy Director

Lyman Barnes
Freeholder

Vincent H. Nestore, Jr.
Freeholder

Heather Simmons
Freeholder

Adam J. Taliaferro
Freeholder

Larry Wallace
Freeholder

Attest: _____
Robert N. DiLeila, Clerk

**Honoring
Borough of Glassboro
Municipal Employees for Achieving 7.63 Percent Increase in Dollars
Contributed to the 2011 Gloucester County Public Employees
Charitable Campaign/United Way**

WHEREAS, employees of county departments, municipalities, police departments and school districts contributed a total of \$233,073 in 2011 in support of over 650 non-profit organizations participating in the GCPECC; and

WHEREAS, these contributions represented 12% of the annual United Way Campaign total; and

WHEREAS, nearly \$71,397 of the total was contributed to the United Way and its partner agencies, representing 8% of the \$1 million allocated locally; and

WHEREAS, GCPECC/United Way Campaign proceeds support more than two dozen health and human service programs available to Gloucester County residents; and

WHEREAS, programs include child care for low income families, medical and health services for the elderly and medically frail, counseling for children, families and individuals, a 24-hour information and referral hotline, substance abuse prevention and treatment services, emergency shelter and homeless prevention services and other assistance for those in need; and

NOW THEREFORE, BE IT PROCLAIMED, that I, Robert M. Damminger, as Director, and on behalf of the 2011 Gloucester County Board of Chosen Freeholders, Warren S. Wallace, Giuseppe (Joe) Chila, Frank J. DiMarco, Vincent H. Nestore, Jr., Heather Simmons and Larry Wallace do hereby congratulate and honor Borough of Glassboro Employees for their efforts on behalf of the 2011 Gloucester County Public Employees Charitable Campaign/ United Way.

IN WITNESS WHEREOF, the Director and Clerk have caused these presents to be executed and the seal of the County of Gloucester to be affixed this 17th day of October, 2012.

Robert M. Damminger
Freeholder Director

Giuseppe (Joe) Chila
Freeholder Deputy Director

Lyman Barnes
Freeholder

Vincent H. Nestore, Jr.
Freeholder

Heather Simmons
Freeholder

Adam J. Taliaferro
Freeholder

Larry Wallace
Freeholder

Attest: _____
Robert N. DiLella, Clerk

**Honoring
Gloucester County Library System
Employees for Achieving 8.5 Percent Increase in Dollars
Contributed to the 2011 Gloucester County Public Employees Charitable
Campaign/United Way**

WHEREAS, employees of county departments, municipalities, police departments and school districts contributed a total of \$233,073 in 2011 in support of over 650 non-profit organizations participating in the GCPECC; and

WHEREAS, these contributions represented 12% of the annual United Way Campaign total; and

WHEREAS, nearly \$71,397 of the total was contributed to the United Way and its partner agencies, representing 8% of the \$1 million allocated locally; and

WHEREAS, GCPECC/United Way Campaign proceeds support more than two dozen health and human service programs available to Gloucester County residents; and

WHEREAS, programs include child care for low income families, medical and health services for the elderly and medically frail, counseling for children, families and individuals, a 24-hour information and referral hotline, substance abuse prevention and treatment services, emergency shelter and homeless prevention services and other assistance for those in need; and

NOW THEREFORE, BE IT PROCLAIMED, that I, Robert M. Damminger, as Director, and on behalf of the 2011 Gloucester County Board of Chosen Freeholders, Warren S. Wallace, Giuseppe (Joe) Chila, Frank J. DiMarco, Vincent H. Nestore, Jr., Heather Simmons and Larry Wallace do hereby congratulate and honor Gloucester County Library System Employees for their efforts on behalf of the 2011 Gloucester County Public Employees Charitable Campaign/ United Way.

IN WITNESS WHEREOF, the Director and Clerk have caused these presents to be executed and the seal of the County of Gloucester to be affixed this 17th day of October, 2012.

Robert M. Damminger
Freeholder Director

Giuseppe (Joe) Chila
Freeholder Deputy Director

Lyman Barnes
Freeholder

Vincent H. Nestore, Jr.
Freeholder

Heather Simmons
Freeholder

Adam J. Taliaferro
Freeholder

Larry Wallace
Freeholder

Attest: _____
Robert N. DiLella, Clerk

**Honoring
Board of Taxation/Tax Assessor
Employees for Achieving 93 Percent Increase in Dollars Contributed to
the 2011 Gloucester County Public Employees Charitable
Campaign/United Way**

WHEREAS, employees of county departments, municipalities, police departments and school districts contributed a total of \$233,073 in 2011 in support of over 650 non-profit organizations participating in the GCPECC; and

WHEREAS, these contributions represented 12% of the annual United Way Campaign total; and

WHEREAS, nearly \$71,397 of the total was contributed to the United Way and its partner agencies, representing 8% of the \$1 million allocated locally; and

WHEREAS, GCPECC/United Way Campaign proceeds support more than two dozen health and human service programs available to Gloucester County residents; and

WHEREAS, programs include child care for low income families, medical and health services for the elderly and medically frail, counseling for children, families and individuals, a 24-hour information and referral hotline, substance abuse prevention and treatment services, emergency shelter and homeless prevention services and other assistance for those in need; and

NOW THEREFORE, BE IT PROCLAIMED, that I, Robert M. Damminger, as Director, and on behalf of the 2011 Gloucester County Board of Chosen Freeholders, Warren S. Wallace, Giuseppe (Joe) Chila, Frank J. DiMarco, Vincent H. Nestore, Jr., Heather Simmons and Larry Wallace do hereby congratulate and honor Gloucester County Board of Taxation/Tax Assessor Employees for their efforts on behalf of the 2011 Gloucester County Public Employees Charitable Campaign/ United Way.

IN WITNESS WHEREOF, the Director and Clerk have caused these presents to be executed and the seal of the County of Gloucester to be affixed this 17th day of October, 2012.

Robert M. Damminger
Freeholder Director

Giuseppe (Joe) Chila
Freeholder Deputy Director

Lyman Barnes
Freeholder

Vincent H. Nestore, Jr.
Freeholder

Heather Simmons
Freeholder

Adam J. Taliaferro
Freeholder

Larry Wallace
Freeholder

Attest: _____
Robert N. DiLella, Clerk

Honoring
Woodbury Boys Junior Baseball All Stars
New Jersey District 15 Little League Junior Division 2012 District Champions

WHEREAS, the Gloucester County Board of Chosen Freeholders would like to take this time to honor and congratulate the **Woodbury Boys Junior All Stars**, who are part of the New Jersey District 15 Little League representing the best players of the Woodbury Program; and

WHEREAS, the **Woodbury Boys Junior Baseball All Stars** distinguished themselves by winning the New Jersey District 15, "2012 Championship Title" on July 13, 2012; and

WHEREAS, their road to Victory was challenging and included wins against Swedesboro-Woolwich twice, Glassboro, Gibbstown, Deptford, West Deptford, and finally two big wins over the same Gibbstown team 14-4 and 15-5; and

WHEREAS, the winners of the District 15 New Jersey Little League Junior Baseball 2012 District Championship crown are: **Cameron Berger, Brandon Buckley, Greg Carey, Christian Hibbard, Hamilton Hock, Lee Norton, Chris Roan, Brandon Savage, Branson Shute, Tommy Weber and Trey Wilson**; and

WHEREAS, under the capable guidance of Head Coach **Chris Seykot** and Assistant Coaches **Wayne Buckley, Tim Roan, Tim Norton and Rick Hock**, these exceptional athletes have demonstrated the finest qualities of true champions; and

NOW THEREFORE, BE IT PROCLAIMED, that I, Robert M. Damminger, as Director, and on behalf of the 2012 Gloucester County Board of Chosen Freeholders, Giuseppe (Joe) Chila, Lyman Barnes, Vincent H. Nestore, Jr., Heather Simmons, Adam J. Taliaferro and Larry Wallace do hereby honor and congratulate the **Woodbury Boys Junior Baseball All Stars** on their outstanding athletic achievement in winning the **New Jersey District 15 Little League Junior Baseball 2012 Championship**.

IN WITNESS WHEREOF, the Director and Clerk have caused these presents to be executed and the seal of the County of Gloucester to be affixed this 3rd day of October, 2012.

Robert M. Damminger
Freeholder Director

Giuseppe (Joe) Chila
Freeholder Deputy Director

Lyman Barnes
Freeholder

Vincent H. Nestore, Jr.
Freeholder

Heather Simmons
Freeholder

Adam J. Taliaferro
Freeholder

Larry Wallace
Freeholder

Attest: _____
Robert N. DiLella, Clerk

Honoring
Woodbury Girls Senior Softball All Stars
New Jersey District 15 Little League Senior 2012 Division District Champions

WHEREAS, the Gloucester County Board of Chosen Freeholders would like to take this time to honor and congratulate the **Woodbury Senior All Stars**, who are part of the New Jersey District 15 Little League representing the best players of the Woodbury Program; and

WHEREAS, the **Woodbury Senior Softball All Stars** distinguished themselves by winning the New Jersey District 15, "2012 Championship Title" on July 16, 2012. Their road to Victory included two wins against the reigning champion, Pitman; and

WHEREAS, the winners of the District 15 New Jersey Little League Senior Softball 2012 District Championship crown are: **Lisa Atkinson, Zeanna Brackett, Marissa Cappello, Patience Coulter, Emily Hilt, Sara Hilt, Alex Lypka, Sarah Novalsky, Brianna Pigford, Sydney Ponto, Summer Sklivas, Sierra Thomas**, and;

WHEREAS, under the capable guidance of Head Coach **Bill Coulter** and Assistant Coaches **Pat Thomas and Pamela Cappello**, these exceptional athletes have demonstrated the finest qualities of true champions; and

NOW THEREFORE, BE IT PROCLAIMED, that I, Robert M. Damminger, as Director, and on behalf of the 2012 Gloucester County Board of Chosen Freeholders, Giuseppe (Joe) Chila, Lyman Barnes, Vincent H. Nestore, Jr., Heather Simmons, Adam J. Taliaferro and Larry Wallace do hereby honor and congratulate the **Woodbury Girls Senior Softball All Stars** on their outstanding athletic achievement in winning the New Jersey District 15 Little League Senior Division Baseball 2012 Championship.

IN WITNESS WHEREOF, the Director and Clerk have caused these presents to be executed and the seal of the County of Gloucester to be affixed this 3rd day of October, 2012.

Robert M. Damminger
Freeholder Director

Giuseppe (Joe) Chila
Freeholder Deputy Director

Lyman Barnes
Freeholder

Vincent H. Nestore, Jr.
Freeholder

Heather Simmons
Freeholder

Adam J. Taliaferro
Freeholder

Larry Wallace
Freeholder

Attest: _____
Robert N. DiLella, Clerk

**RECOGNIZING THE GLOUCESTER COUNTY NAACP BRANCH 2345
2012 FREEDOM FUND DINNER & IMAGE AWARDS –THOSE WHO SOAR!**

WHEREAS, founded in 1909, the NAACP is the nation's oldest and largest civil rights organization from the ballot box to the classroom, the thousands of dedicated workers, organizers, leaders and members who make up the NAACP continue to fight for social justice for all Americans; and

WHEREAS, in recognition of those individuals and organizations who perpetuate the mission of the National Association for the Advancement of Colored People to ensure the political, educational, social, and economic equality of rights of all persons and to eliminate race-based discrimination;

WHEREAS, to enhance the vision and to ensure a society in which all individuals have equal rights without discrimination based on race, the Gloucester County NAACP Branch 2345 have selected the– 2012 “Those Who Soar!” Image Award recipients; and

WHEREAS, the 2012 Freedom Fund Image Award recipients are Honorable Frank Minor, Mayor Logan Township, Major Gerald Lewis, State Police, and Ralph Ross, Sr., Superintendent of Deptford Township Schools – NAACP President’s Awards; Wayne Swanson – Dr. Irene Hill Smith “Civil Rights” Award; Lisa Lindsey, Paulsboro Refinery – Corporate Diversity Award; Robert Tucker – Photographer and ACT-SO Mentor – Volunteerism Award; William F. Johnson, MD – Dr. Angela Jones “ Medical Award”; Denise Dunham, Principal Woodbury High School – Education Award; Sheila Parker, SDM Electrical Supply – Entrepreneurial Award; Adele Taylor, Williamstown High School – Next Generation: Youth Award; South Jersey Journal – Journalism Award and Jasmine Jones – Special President’s Youth Award; and

NOW, THEREFORE, BE IT PROCLAIMED, that I, Robert M. Damminger, as Director, and on behalf of the 2012 Gloucester County Board of Chosen Freeholders, Giuseppe (Joe) Chila, Lyman Barnes, Vincent H. Nestore, Jr., Heather Simmons, Adam J. Taliaferro, and Larry Wallace do hereby recognize the 2012 “Those Who Soar!” Gloucester County NAACP Branch 2345 Freedom Fund Image Award recipients in their role to perpetuate social justice for all Gloucester County residents; and

IN WITNESS WHEREOF, the Board of Chosen Freeholders have caused these presents to be executed and the seal of the County of Gloucester to be affixed this 17th day of October, 2012.

Robert M. Damminger
Freeholder Director

Giuseppe (Joe) Chila
Freeholder Deputy Director

Lyman Barnes
Freeholder

Vincent H. Nestore, Jr.
Freeholder

Heather Simmons
Freeholder

Adam J. Taliaferro
Freeholder

Larry Wallace
Freeholder

ATTEST: _____
Robert N. DiLella, Clerk

In Honor of
SOPHIE SANNUCCI
Celebrating her
80th BIRTHDAY
SEPTEMBER 26th 2012

WHEREAS, the Gloucester County Board of Chosen Freeholders would like to take this time to honor and recognize Sophie Sannutti on the occasion of her 80th birthday at a celebration with family and friends to commemorate her special day; and

WHEREAS, Sophie Sannutti was born on September 26th, 1932 in Philadelphia, Pa to Italian immigrants Faustina and Israel D'Emilio, and was part of a very large and loving family. Always a go-getter, Sophie started working part time at age fourteen at the Five & Dime, at age fifteen at the soda fountain in a drug store, and on to Penn Fruit where she worked part time on and off over many years; and

WHEREAS, Sophie married George Spence on October 10, 1953, and raised Bernard, George, Jr., Francis, Cecelia, Richard and Patricia, and eventually became the sole family provider, getting her driver's license at age 35, and remarkably, as a newly minted driver, making one of her first driving trips all the way to Harrisburg to take the test for her Real Estate license, all while maintaining a home and caring for her children, ultimately bestowing upon them the merits of hard work and perseverance; and

WHEREAS, Sophie started working at, and eventually retired from the Gloucester County Prosecutor's Office where she was extremely popular and remains so till this day. After her official retirement, Sophie was asked to come back to the Prosecutor's office to help out, transcribed court recordings at home and worked for the Elk Township Police Department. Sophie is an expert seamstress, and has made many articles of clothing and household linens, and is a fabulous cook, renowned for her outstanding potato salad recipe, which in part, among other delectable favorites, resulted in the opening of Sophie's Italian Deli in Woodbury, where her delicious recipes were sold to many hungry and appreciative patrons, and;

WHEREAS, Sophie is the companion and wife of Joseph Sannutti, and they currently reside in Sewell, NJ, among many dear neighbors and great friends. Sophie is Grandmother to Lori, John, Rebecca, Kristen, George III, Justin, Audrey, Christopher, Andrew, Ryan, Adam, Samantha, Zachary and Alyssa, as well as Grandmother to Alaina, Sheina, Tyler, Nick and Michael and Great Grandmother to David, Emily, Riley, Breckin, Lily, Mason, Daiden, Elijah, Cameron and Kaleigh; and

WHEREAS, Gloucester County has been blessed to have such a vibrant and special person as Sophie Sannutti as a member of our community and wishes her continued good health and happiness. Attaining 80 years of life is a laudable and distinguished milestone which deserves special acknowledgement and celebration; and

NOW, THEREFORE, BE IT PROCLAIMED, that I, Robert M. Damminger, as Director, and on behalf of the 2012 Gloucester County Board of Chosen Freeholders, Giuseppe (Joe) Chila, Lyman Barnes, Vincent H. Nestore, Jr., Heather Simmons, Adam Taliaferro and Larry Wallace do hereby honor and recognize Sophie Sannutti on celebrating her 80th Birthday, September 26th, 2012.

IN WITNESS WHEREOF, the Board of Chosen Freeholders have caused these presents to be executed and the seal of the County of Gloucester to be affixed this 30th day of September, 2012.

Robert M. Damminger
Freeholder Director

Giuseppe (Joe) Chila
Freeholder Deputy Director

Lyman Barnes
Freeholder

Vincent H. Nestore, Jr.
Freeholder

Heather Simmons
Freeholder

Adam Taliaferro
Freeholder

Larry Wallace
Freeholder

Attest:

Robert N. DiLella, Clerk of the Board

P6

**In Recognition of
James Robert Grelli
Achieving Rank of Eagle Scout**

WHEREAS, the Gloucester County Board of Chosen Freeholders would like to take this time to honor and recognize **James Robert Grelli** on his achievements as a member of the Boy Scouts of America, Troop 17; and

WHEREAS, **James** joined the Cub Scouts Pack 132 of Gibbstown at the age of 7 and progressed from Tiger Cub, to Webelos. On April 1, 2006 James crossed over into the Gibbstown Boy Scout Troop 17. He then progressed to Scout Rank to Eagle Scout and has distinguished himself by earning the "*Rank of Eagle Scout*", the highest award offered by the Boy Scouts of America, on March 25, 2012; and

WHEREAS, **James** has earned 28 Merit Badges, 12 are required for his Eagle Scout Ranking and has exhibited exceptional leadership throughout his time in the Boy Scouts, serving in the positions of, Troop Quarter Master and Assistant Senior Patrol Leader; and

WHEREAS, **James** has camped 108 nights, participated in multiple service projects totaling 131 hours and is a certified BSA Life Guard; and

WHEREAS, **James** exhibited his commitment to public service by selecting as his Eagle Scout project a Reflection Area in the Memorial Avenue Park in Gibbstown, New Jersey. **James** designed and supervised the construction of a Garden area which includes the installation of 3 Flag Poles and Park Benches and provide the opportunity for visitors to sit and reflect; and

NOW THEREFORE, BE IT PROCLAIMED, that I, Robert M. Damminger, as Director, and on behalf of the 2012 Gloucester County Board of Chosen Freeholders, Giuseppe (Joe) Chila, Lyman Barnes, Vincent H. Nestore, Jr., Heather Simmons, Adam J. Taliaferro and Larry Wallace do hereby honor and recognize **James Grelli** for his leadership, personal achievements and dedicated service to his community.

IN WITNESS WHEREOF, the Director and Clerk have caused these presents to be executed and the seal of the County of Gloucester to be affixed this 20th day of September, 2012.

Robert M. Damminger
Freeholder Director

Giuseppe (Joe) Chila
Freeholder Deputy Director

Lyman Barnes
Freeholder

Vincent H. Nestore, Jr.
Freeholder

Heather Simmons
Freeholder

Adam J. Taliaferro
Freeholder

Larry Wallace
Freeholder

Attest: _____
Robert N. DiLella, Clerk

**RECOGNIZING SAMUEL SPERA
GLOUCESTER COUNTY
OUTSTANDING SENIOR VOLUNTEER, 2012**

WHEREAS, volunteering one's time, talents and resources has been an integral part of our American heritage since the early days of our nation and it is essential that we continue this tradition of giving to preserve and improve the quality of life for all citizens; and

WHEREAS, much of Gloucester County's strength, beauty and unique character is derived from the outstanding contributions made by residents who volunteer their time to improve peoples' lives; and

WHEREAS, volunteers fulfill an endless range of duties. They care for older Americans, support veterans, mentor at-risk youth and provide a multitude of other services and activities that help make a difference for our residents; and

WHEREAS, Samuel Spera, a Williamstown resident, has been a dedicated and dependable volunteer with the Gloucester County Division of Senior Services Nutrition Program in Williamstown for five years. Samuel assists with packing lunches for the disabled, the homebound and recuperating seniors in the Serv-A-Tray Program, serving lunches daily to seniors on site and collecting donations to further support this service; and

WHEREAS, praised as an energetic, kind, respectful, compassionate and effective volunteer for Gloucester County, Samuel Spera exemplifies the spirit of the definition of "Outstanding Senior Volunteer," 2012;

NOW THEREFORE, BE IT PROCLAIMED, that I, Robert M. Damminger, as Director, and on behalf of the 2012 Gloucester County Board of Chosen Freeholders, Giuseppe (Joe) Chila, Lyman Barnes, Vincent H. Nestore, Jr., Heather Simmons, Adam J. Taliaferro and Larry Wallace do hereby recognize and congratulate Samuel Spera as the GLOUCESTER COUNTY OUTSTANDING SENIOR VOLUNTEER FOR 2012.

IN WITNESS WHEREOF, the Director and Clerk have caused these presents to be executed and the seal of the County of Gloucester to be affixed this 18th day of October, 2012.

Robert M. Damminger
Freeholder Director

Giuseppe (Joe) Chila
Freeholder Deputy Director

Lyman Barnes
Freeholder

Vincent H. Nestore, Jr.
Freeholder

Heather Simmons
Freeholder

Adam J. Taliaferro
Freeholder

Larry Wallace
Freeholder

Attest: _____
Robert N. DiLella, Clerk

P8

Gloucester County

Board of Chosen Freeholders
Proclamation

**PROCLAIMING OCTOBER AS
DOMESTIC VIOLENCE AWARENESS MONTH**

WHEREAS, the Gloucester County Board of Chosen Freeholders would like to proclaim October as Domestic Violence Awareness Month as family is the foundation of a safe and healthy community; and

WHEREAS, we have made significant achievements in reducing domestic violence in America, we must recommit ourselves to the important work we still have to educate and prevent domestic violence; and

WHEREAS, domestic violence touches the lives of Americans of all ages, leaving a devastating impact on women, men and children of every background and circumstance; and

WHEREAS, domestic violence is widespread, one in four women and one in thirteen men will experience domestic violence in their life time and an average of three women in America will die every day as a result of domestic violence; and

WHEREAS, domestic violence can occur in couples who are dating, living together or married; and

WHEREAS, young women are the most vulnerable, suffering the highest rates of partner violence; and

WHEREAS, high school students who reported having experienced physical violence in a dating relationship are more likely to use drugs and alcohol, are at a greater risk of suicide and may carry patterns of abuse into future relationships. Our efforts to address domestic violence must include these young victims; and

WHEREAS, children who experience domestic violence are at a higher risk for failure in school, emotional disorders, and substance abuse and are more likely to perpetuate the cycle of violence themselves later in life; and

WHEREAS, SERV (Services Empowering Rights of Victims) program; Gloucester County's domestic violence service provider assists our residents in advocacy, counseling, emergency safe housing to female victims and their children, and support to female and male victims of domestic violence; and

WHEREAS, Gloucester County is committed to breaking the cycle of domestic violence. By providing the young people with education about healthy relationships and changing attitudes that support violence, we recognize that domestic violence can be prevented.

NOW, THEREFORE, BE IT PROCLAIMED, that I, Robert M. Damminger, as Director, and on behalf of the 2012 Gloucester County Board of Chosen Freeholders, Giuseppe (Joe) Chila, Lyman Barnes, Vincent H. Nestore, Jr., Heather Simmons, Adam Taliaferro, and Larry Wallace do hereby proclaim October as **DOMESTIC VIOLENCE AWARENESS MONTH** in Gloucester County and urge all citizens to work together to eliminate domestic violence from our community.

IN WITNESS WHEREOF, the Board of Chosen Freeholders have caused these presents to be executed and the seal of the County of Gloucester to be affixed this 3rd day of October 2012.

Robert M. Damminger
Freeholder Director

Giuseppe (Joe) Chila
Freeholder Deputy Director

Lyman Barnes
Freeholder

Vincent H. Nestore, Jr.
Freeholder

Heather Simmons
Freeholder

Adam Taliaferro
Freeholder

Larry Wallace
Freeholder

ATTEST: _____

- In Recognition of
Frank Batastini

WHEREAS, the Gloucester County Board of Chosen Freeholders would like to recognize Frank Batastini for his ongoing commitment to his community; and

WHEREAS, Frank over the years has supported Make-A-Wish foundation; which grants wishes to children in the United States with life-threatening medical conditions; and

WHEREAS, Frank recognizes the importance of the No Texting while Driving Campaign as he promotes the campaign to his patients who are young drivers; and

WHEREAS, Frank collects Halloween Candy from the community and sends boxes of candy to our troops abroad serving our country; and

WHEREAS, in the winter months Frank collects coats, hats, scarves, and toys to be distributed to the needy within the community; and

WHEREAS, Frank has shown the true spirit of giving during these tough economic times and should be commended and recognized for his hard work in assisting those in need in his community; and

NOW, THEREFORE, BE IT PROCLAIMED, that I, Robert M. Damming, as Director, and on behalf of the 2012 Gloucester County Board of Chosen Freeholders, Giuseppe (Joe) Chila, Lyman Barnes, Vincent H. Nestore, Jr., Heather Simmons, Adam Taliaferro, and Larry Wallace do hereby recognize Frank Batastini for his dedication in serving his community.

IN WITNESS WHEREOF, the Board of Chosen Freeholders have caused these presents to be executed and the seal of the County of Gloucester to be affixed this 17th day of October 2012.

Robert M. Damming
Freeholder Director

Giuseppe (Joe) Chila
Freeholder Deputy Director

Lyman Barnes
Freeholder

Vincent H. Nestore, Jr.
Freeholder

Heather Simmons
Freeholder

Adam Taliaferro
Freeholder

Larry Wallace
Freeholder

ATTEST: -----
Robert N. DiLella, Clerk

PROCLAIMING OCTOBER, 2012
NATIONAL DISABILITY AWARENESS MONTH
&
RECOGNIZING THE NEW JERSEY COMMISSION
FOR THE BLIND AND VISUALLY IMPAIRED

WHEREAS, Gloucester County recognizes and supports the rights of residents who are blind or visually impaired to access services that will enable them to maximize self-reliance, quality of life and integration into our community; and

WHEREAS, Gloucester County promotes and provides services in areas of care management and eye health for all county children and adults through the Division of Disability Services; and

WHEREAS, Gloucester County recognizes that 50 percent of all blindness and vision loss can be prevented with proper eye care and is committed to reducing the incidents of blindness and vision loss through early detection of disorders; and

WHEREAS, Gloucester County recognizes and supports the **New Jersey Commission for the Blind and Visually Impaired** whose mission includes providing every resident of New Jersey with access to services that will prevent or limit the impact of vision loss; and

WHEREAS, "Project Prevention" is provided through the **Commission for the Blind and Visually Impaired** and offers free vision screenings twice a month for all adults and children in Gloucester County; and

WHEREAS, hundreds of Gloucester County residents have participated in the free eye health screenings in 2012 and many residents received prescriptions and follow-up care advice for conditions of eye health;

NOW THEREFORE, BE IT PROCLAIMED, that I, Robert M. Damminger, as Director, and on behalf of the 2012 Gloucester County Board of Chosen Freeholders, Giuseppe (Joe) Chila, Lyman Barnes, Vincent H. Nestore, Jr., Heather Simmons, Adam J. Taliaferro and Larry Wallace **proclaim October 2012 to be National Disability Awareness Month and recognize the New Jersey Commission for the Blind and Visually Impaired for their efforts to save sight and vision by offering free eye exams to our residents.**

IN WITNESS WHEREOF, the Director and Clerk have caused these presents to be executed and the seal of the County of Gloucester to be affixed this 24th day of October, 2012.

Robert M. Damminger
Freeholder Director

Giuseppe (Joe) Chila
Freeholder Deputy Director

Lyman Barnes
Freeholder

Vincent H. Nestore, Jr.
Freeholder

Heather Simmons
Freeholder

Adam J. Taliaferro
Freeholder

Larry Wallace
Freeholder

Attest: _____
Robert N. DiLella, Clerk

A1

**RESOLUTION AUTHORIZING APPROVAL OF THE
BILL LISTS FOR THE MONTH OF OCTOBER 2012**

WHEREAS, the Board of Chosen Freeholders of the County of Gloucester has received and reviewed the Bill List for the County as prepared, reviewed and approved by the County Treasurer for the monthly period ending October 15, 2012; and

WHEREAS, the County Treasurer has received and reviewed the Bill List for the Division of Social Services, including daily payments made by the Division and Administrative payments to be issued, which List has been reviewed and approved by the Division of Social Services Finance Officer, the Division of Social Services Director and the County Treasurer, for the monthly period ending October 15, 2012.

NOW, THEREFORE, BE IT RESOLVED that the County's Bill List for the period ending October 15, 2012, as prepared, reviewed and approved by the County Treasurer is hereby approved by the Gloucester County Board of Chosen Freeholders, and said Treasurer is authorized to render payment to each vendor appearing on said list.

BE IT FURTHER RESOLVED that the Division of Social Services' Bill List for the period ending October 15, 2012, as prepared, reviewed and approved by the Social Services Finance Officer, the Social Services Director and the County Treasurer, which List includes ratification of prior emergency payments made, is hereby approved and said Treasurer is authorized to render payment to each vendor appearing on said list.

ADOPTED at a meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, October 17, 2012 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

**ROBERT M. DAMMINGER,
FREEHOLDER DIRECTOR**

ATTEST:

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

RESOLUTION PROVIDING FOR THE INSERTION OF SPECIAL ITEMS OF REVENUE INTO THE 2012 BUDGET PURSUANT TO N.J.S.A. 40A:4-87

WHEREAS, N.J.S.A. 40A:4-87 provides that the Director of the Division of Local Government Services may approve the insertion of any special item of revenue in the budget of any County or Municipality when such item shall have been made available by law, and the amount thereof was not determined at the time of the adoption of the budget; and

WHEREAS, said Director may also approve the insertion of an item of appropriation for equal amount.

NOW, THEREFORE, BE IT RESOLVED that the County of Gloucester hereby requests the Director of the Division of Local Government Services approve the insertion of special items of revenue into the Gloucester County budget for the year 2012 as follows:

- (1) The sum of **\$240,000.00**, which item is now available as a revenue from New Jersey Transit Job Access and Reverse Commute Program (JARC), to be appropriated under the caption of New Jersey Transit Job Access and Reverse Commute Program (JARC) - *Other Expenses*;
- (2) The sum of **\$1,572.00**, which item is now available as a revenue from the New Jersey Department of Human Services Area Plan Grant, to be appropriated under the caption of the New Jersey Department of Human Services Area Plan Grant - *Other Expenses*;
- (3) The sum of **\$175,399.00**, which item is now available as a revenue from the New Jersey Office of Homeland Security and Preparedness FFY12 Homeland Security Grant Program, to be appropriated under the caption of the New Jersey Office of Homeland Security and Preparedness FFY12 Homeland Security Grant Program - *Other Expenses*;

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on October 17, 2012 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

**ROBERT M. DAMMINGER,
FREEHOLDER DIRECTOR**

ATTEST:

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

**RESOLUTION AUTHORIZING THE CANCELLATION OF CERTAIN
UNCASHED CHECKS AND TRANSFERRING THE ASSOCIATED
FUNDS INTO MISCELLANEOUS REVENUE**

WHEREAS, certain checks of the County of Gloucester were issued in the past to various payees in various amounts and were never cashed; and

WHEREAS, to date said checks remain uncollected; and

WHEREAS, as evidenced the attached Exhibit A, the County Chief Financial Officer has requested authorization to cancel said checks and transfer the associated funds into surplus.

NOW, THEREFORE, BE IT RESOLVED, by the County of Gloucester, State of New Jersey that the checks set forth on the list attached hereto as Exhibit A and incorporated herein by reference, are hereby authorized for cancellation, and the associated funds are hereby transferred into miscellaneous revenue.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on October 17, 2012 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

**ROBERT M. DAMMINGER,
FREEHOLDER DIRECTOR**

ATTEST:

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

**RESOLUTION APPOINTING MEMBERS TO THE
GLOUCESTER COUNTY COLLEGE BOARD OF TRUSTEES**

WHEREAS, there currently exists a GLOUCESTER COUNTY COLLEGE BOARD OF TRUSTEES which provides valuable services to the Board of Chosen Freeholders and the County of Gloucester; and

WHEREAS, vacancies exists on said Board of Trustees; and

WHEREAS, the Board of Chosen Freeholders desires to fill said vacancies, based upon the recommendations of the College Board of Trustees Search Committee.

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

1. *Gene J. Concordia* is hereby reappointed to the Gloucester County College Board of Trustees to serve a four-year term commencing November 1, 2012 and terminating October 31, 2016.
2. *Len Daws* is hereby appointed to the Gloucester County College Board of Trustees to serve a four-year term commencing November 1, 2012 and terminating October 31, 2016.
3. Said appointments are subject to and contingent upon strict compliance by the appointee to all applicable State and County financial/ethical disclosure laws, rules, regulations and requirements

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held at Woodbury, New Jersey on October 17, 2012.



COUNTY OF GLOUCESTER

**ROBERT M. DAMMINGER,
FREEHOLDER DIRECTOR**

ATTEST:

**ROBERT N. DI LELLA,
CLERK OF THE BOARD**

A4

Vincent Tarantino



September 20, 2012

Robert M. Damminger, Director
Board of Chosen Freeholders
County of Gloucester
PO Box 337
Woodbury, NJ 08096

RE: Gloucester County Board of Trustees Search Committee

Dear Freeholder Director Damminger:

I am writing this letter to you in my capacity as Chairperson for the Gloucester County Board of Trustees Search Committee. The Search Committee reviewed the resume that was submitted for Len Daws in regards to the position of Board Trustee at Gloucester County College. The committee unanimously supports the recommendation to have Mr. Len Daws serve on the Board of Trustees.

Sincerely,

Vincent Tarantino

Vincent Tarantino

c. Mr. Frederick Keating, GCC President
Chad M. Bruner, County Administrator

PROFESSIONAL EXPERIENCE

1985 - Present Lockheed Martin / General Electric / RCA Moorestown, NJ

Sr. Engineering Manager: 2002 - Present

First Line Engineering Manager: 1998 - 2002

- Sr. Manager of Department of Computer Systems Engineering comprised of 90 employee multi-discipline engineering organization. Department is responsible for specification, design, development and integration of large-scale software and hardware systems across multiple US Navy and US Coast Guard programs with approx. \$35M in total annual contracts.

Software Systems Engineering: 1985 - 1998

- Responsible for specifics, detail design, code inspections, requirements verification and system integration of component-based software services used by command and control and Radar control systems.

1992-1997 Gloucester County Community College Sewell, NJ

Adjunct Professor - Department of Math & Computer Science (Dr. Randall / B. Dandapat)

- Evening instructor of C Programming, Advance C/C++ Programming and Machine Architecture courses. Developed Advance C course curriculum while at Gloucester County College.

EDUCATION

1989-1992 Drexel University - College of Engineering Philadelphia, PA

M.S. in Computer Science GPA: 3.9

- Graduated Upsilon Pi Epsilon

1980-1984 Glassboro State / Rowan University Glassboro, NJ

B.S. in Computer Science GPA: 3.5

FAMILY / COMMUNITY

- Husband of Sharon - 27 years; Father of:
 - Daughter Amanda (age 25) - Elizabethtown College Environmental Science; class of 2009
 - Son Stephen (age 24) - Rutgers New Brunswick; School of Engineering; class of 2012
 - Daughter Jessica (age 19) - Sophomore at Rowan University; Chemical Engineering Honors
 - Son Michael (age 16) - Junior at West Deptford High School
- Lifelong resident of West Deptford; 1980 graduate from West Deptford High School
- Community Involvement: 10 years West Deptford Boy Scouts, 18 years West Deptford Township Committee; 11 years West Deptford Planning Board; 8 years West Deptford Little League; 7 years West Deptford Basketball Association, 4 years community advisor West Deptford Township Schools Leave No Child Behind Committee & 3 years commissioner Gloucester County Sr. Housing Authority during construction of Nancy Elkis Senior Housing facility

AL

Vincent Tarantino

October 1, 2012

Robert M. Damminger, Director
Board of Chosen Freeholders
County of Gloucester
PO Box 337
Woodbury, NJ 08096

RE: Gloucester County Board of Trustees Search Committee

Dear Freeholder Director Damminger:

I am writing this letter to you in my capacity as Chairperson for the Gloucester County Board of Trustees Search Committee. The Search Committee reviewed the resume that was submitted for Gene Concordia in regards to being reappointed to the position of Board Trustee at Gloucester County College.

The committee unanimously supports the recommendation to have Mr. Gene Concordia reappointed to serve on the Board of Trustees.

Sincerely,

Vincent Tarantino

Vincent Tarantino

c. Mr. Frederick Keating, GCC President
Chad M. Bruner, County Administrator

Gene J. Concordia

SUMMARY OF QUALIFICATIONS

Senior Manager with thirty years of increasing responsibilities and achievements in Operations, Finance and Sales. Proven abilities in leadership, team building and goal-setting with excellent motivational and communication skills. Adept at dealing effectively with people at all levels and functions within an organization.

Business Development
Key Account Management
Strategic Planning
Customer Supply Agreements

Operations Optimization
Cost Containment
Labor Contract Negotiations
Business Continuity Planning

PROFESSIONAL EXPERIENCE

Moldamatic, LLC, Penndel, PA

2008-present

General Manager

Manufacturer of custom injection molding, 150 employees, ISO-9001-2008. Reports directly to the President/CEO. Responsible for managing all aspects of this privately held company.

Comar, Inc., Buena, New Jersey

1993-2008

Manufacturer of glass and plastic packaging components consisting of 500+ employees in an ISO-9001, ISO-13485 environment serving the Pharmaceutical and related markets.

Vice President Operations

2001-2008

Report directly to the President/CEO. Direct the operations, engineering and customer service aspects of this privately held manufacturing company. Directed sales and marketing through 2004. Responsible for the day-to-day management of these areas while being an integral part of the senior leadership team.

- Improved shareholder value by increasing EBITDA and lowering total debt
- Reduced Workers' Compensation costs through aggressive safety programs. Achieved the lowest experience modification rating in the state of New Jersey within our industry four consecutive years
- Achieved cost savings through process improvement teams, job combinations and execution of a strategic capital plan
- Created Director of Sales and Distributor Manager positions. Introduced Miller-Heiman and Value Vision sales training. Implemented CRM package (salesforce.com). Improved credibility of sales pipeline by implementing opportunity ranking
- Established company wide key operating metrics
- Implemented six-sigma green belt training utilizing New Jersey training grant coordinated through Rowan University

Executive Director of Sales and Marketing

2000-2001

Responsible for sales, marketing and customer service. Directed activities for 10 sales and marketing professionals and 8 internal customer service representatives.

- Directed National Account Management for top Pharma companies including Merck, J&J, Pfizer, Wyeth and Eli Lilly
- Developed sales performance objectives and revised the compensation program

Executive Director of Glass and Plastic Operations

1999-2000

Responsible for three facilities and mold shop operations. Directed the manufacturing, quality, engineering, materials management and mold shop functions.

- Successfully established in-house mold-making capability by creating a state-of-the-art mold shop facility
- Effectively expanded TQM philosophy into Glass operations
- Established objectives for joint customer calls with technical and sales representation

Director of Plastic Operations

1997-1999

Directed the day-to-day operations for three facilities located in Fajardo, Puerto Rico, Buena and Vineland, New Jersey. Responsible for the overall profitability of these facilities.

- Managed the reconstruction of the Fajardo, Puerto Rico plant following hurricane devastation in 1998
- Successfully managed the divestiture of the Fajardo, Puerto Rico plant to the employees 2 years later

EDUCATION

Bachelor of Arts – Business Administration/Finance, Glassboro State College, Glassboro, New Jersey

1974

AFFILIATIONS

Chairman Gloucester County College – Board of Trustees
Member, DCAT & PDE

Page 3
Gene Concordia

PROFESSIONAL DEVELOPMENT

Operations

Juran on Quality Improvement
Total Quality Management
Statistical Process Control – XR Institute, Toledo, Ohio

Leadership

Personalized Leadership Development Program, Center for Creative Leadership, Greensboro, North Carolina
Bradt Leadership Center, Greensboro, North Carolina
Communication Workshop, American Management Association
Course for Senior Executives, American Management Association
Myers-Briggs

Sales

Enhancing Sales Skills, Sales Concepts, Inc.
Value Selling, Value Vision Associates
Strategic Selling, Miller-Heiman
Successful Large Account Management, Miller-Heiman

A5

RESOLUTION APPROVING A CONTRACT WITH AVAYA FOR THE MAINTENANCE AND SUPPORT OF TELEPHONE SWITCHES IN VARIOUS COUNTY BUILDINGS FROM DECEMBER 1, 2012 TO NOVEMBER 30, 2013 THROUGH STATE CONTRACT NUMBER A80802 IN AN AMOUNT NOT TO EXCEED \$120,000.00

WHEREAS, N.J.S.A. 40A:11-12 permits the purchase of materials, supplies and equipment, through the state contract, without the need for public bidding; and

WHEREAS, the County of Gloucester has a need to purchase an Avaya maintenance and support contract on phone switches for the following locations: Clayton Complex Emergency Response Building, Health Department, Shady Lane, Courthouse, Justice Complex, Adult Probation, Administration Building, Budd Boulevard and the Board of Elections; and

WHEREAS, it has been determined that the County of Gloucester can purchase the said one year maintenance and support contract from AVAYA in an amount not to exceed \$120,000.00 per year through state contract No. A80802; and

WHEREAS, the contract shall be for an estimated units of service, with an amount not to exceed \$120,000.00. The contract is therefore open-ended, which does not obligate the County of Gloucester to make any purchase; and, therefore no Certificate of Availability is required at this time. The continuation of this contract beyond the first three (3) months of 2013 is conditioned upon the approval of the 2013 Gloucester County budget.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the County Purchasing Agent is authorized to purchase a one year hardware maintenance and support contract for county telephone switches from AVAYA for a total amount not to exceed \$120,000.00 through State Contract Number A80802 commencing on December 1, 2012 and concluding on November 30, 2013.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, October 17, 2012 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ATTEST:

ROBERT M. DAMMINGER, DIRECTOR

ROBERT N. DILELLA, CLERK

B1

RESOLUTION TO CONTRACT WITH HABITAT FOR HUMANITY FOR THE NEW CONSTRUCTION OF A SINGLE FAMILY HOME IN DEPTFORD, NJ FOR A MAXIMUM CONTRACT AMOUNT OF \$118,530.00

WHEREAS, the County of Gloucester ("County") is the recipient of HOME Investment Partnership Funds from the U.S. Department of Housing and Urban Development (HUD) which has provided the opportunity for new construction of a single-family home in Deptford, NJ; and

WHEREAS, HUD requirements at 24 CFR Part 92.300 require that the County as the recipient of HOME funds set-aside at least 15 percent of their HOME allocation dedicated solely for projects sponsored, owned, or developed by special organizations designated as Community Housing Development Organizations (CHDO); 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; and

WHEREAS, the County requested proposals for the construction via a Call for Projects from certified CHDO's through RFP-12-045 dated July 31, 2012 and evaluated those proposals consistent with HUD's requirements for CHDO criteria and capacity and the County's fair and open procurement process; and

WHEREAS, the evaluation, based on the established criteria, concluded that Habitat for Humanity with offices at 305 South Broadway, Pitman NJ was the sole eligible proposer; and

WHEREAS, the contract for new construction of a single family, 3 bedroom home containing 1,250 square feet of floor area in Deptford, NJ is in an amount not to exceed \$118,530.00; and

WHEREAS, notwithstanding the status of this contract as open-ended, the Purchasing Agent of the County has certified the availability of funds in the amount of \$118,530.00, pursuant to C.A.F. #R2-09240 which amount shall be charged against budget line item T-03-08-710-170-21280.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that the Freeholder Director and Clerk of the Board be and are hereby authorized to execute the Agreement between the County of Gloucester and Habitat for Humanity for the new construction of a single family home in Deptford, NJ, for a contract amount not to exceed \$118,530.00 for the period of one year from October 17, 2012 to October 16, 2013; and

BE IT FURTHER RESOLVED, that a brief notice stating the nature, duration, service and 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 Board of Chosen Freeholders of the County of Gloucester, State of New Jersey held on Wednesday, October 17, 2012 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DIELLA, CLERK

B1

**AGREEMENT BETWEEN
THE COUNTY OF GLOUCESTER
AND
HABITAT FOR HUMANITY**

THIS AGREEMENT MADE this 17th day of October, 2012, by and between the County of Gloucester, hereinafter referred to as the "COUNTY" and Habitat for Humanity a non profit corporation hereinafter referred to as the 'AWARDEE' or "CHDO" and which is located at 305 South Broadway, Pitman New Jersey: for an amount not to exceed \$118,530.00.

WITNESSETH

WHEREAS the County is the recipient of HOME Investment Partnership Funds from the U.S. Department of Housing and Urban Development (HUD), including funds that are reserved for the use of Community Housing Development Organizations (CHDOs); and

WHEREAS, the AWARDEE has been certified with the County as a CHDO, and has submitted a proposal for use of CHDO funds for a CHDO eligible project under HOME regulations;

NOW, THEREFORE in consideration of their mutual covenants and obligations herein contained, including the Attachments, and subject to the terms and conditions hereinafter stated, the parties hereto understand and agree as follows:

Section I – Definitions

- A. AGENCY** – is hereby defined as the Economic Development Department, the HOME Program administering agency of the County of Gloucester. For the purpose of this Agreement and all administration of HOME funds the AGENCY shall act on behalf of the County in the execution and fiscal and programmatic control of this agreement. The term "Approval by the County" or like term used in this agreement shall in no way relieve the AWARDEES from any duties or responsibilities under the terms of this Agreement, or obligation State or local law or regulation.
- B. DIRECTOR** – is hereby defined as the Director of the Economic Development Department of the County of Gloucester.
- C. FEE** - is hereby defined as the amount of money the County agrees to pay and the AWARDEE agrees to accept as payment in full for all the professional, technical and construction services rendered pursuant to this agreement to complete the WORK as further defined in Section IV SCOPE OF PROFESSIONAL SERVICES, hereof.
- D. WORK**- is hereby defined as all the professional, technical and construction services to be rendered or provided by the AWARDEE as described here.
- E. PROJECT**- is defined in Section IV below.

F. **HOME**- is hereby defined as the HOME Investment Partnerships Program as described in 24CFR Part 92, under the authority of 42 U.S.C. 3535 (d) and 12701-12839.

Section II – Term

The terms of this agreement require the AWARDDEE to complete all work required by this agreement in accordance with the timetable set forth.

<i>Milestone</i>	<i>Deadline</i>
Project Start State	November 5, 2012
<i>Interim Milestones/Deadlines:</i>	
Floor and First Floor Framing	January 2013
Final Plumbing/Electrical/HVAC	May 2013
Final Inspections/Punch List	August 2013
<i>Project Complete (C/O issued)</i>	October 2013

In addition, this project is subject to ongoing compliance requirements of HOME for fifteen years from the date of initial occupancy. During this compliance period, the AWARDDEE will assure continued compliance with HOME requirements. For homebuyer units this includes monitoring units for principal residency and resale requirements at time of resale.

Timely completion of the work specified in this agreement is an integral and essential part of performance. The expenditure of HOME funds is subject to Federal deadlines and could result in the loss of the Federal funds. By the acceptance and execution of this agreement, it is understood and agreed by the AWARDDEE that the PROJECT will be completed as expeditiously as possible and that the AWARDDEE will make every effort to ensure that the project will proceed and will not be delayed. Failure to meet these deadlines can result in cancellation of this contract and the recapture of HOME funds.

Since it is mutually agreed that time is of the essence as regards this agreement, the AWARDDEE shall cause appropriate provisions to be inserted in all contracts or subcontracts relative to the work tasks required by this agreement, in order to ensure that the project will be completed according to the timetable set forth. It is intended that such provisions inserted in any subcontracts be, to the fullest extent permitted by law and equity, binding for the benefit of the County and enforceable by the County against the AWARDDEE and its successors and assigns to the project or any part thereof or any interests therein.

In the event the AWARDDEE is unable to meet the above schedule or complete the above services because of delays resulting from Acts of God, untimely review and approval by the County and other governmental authorities having jurisdiction over the Project, or other delays that are not caused by the AWARDDEE, the County shall grant a reasonable extension of time for completion of the work, It shall be the responsibility of the AWARDDEE to notify the County promptly in writing whenever a delay is anticipated or experienced, and to inform the County of all facts and details related to the delay.

Section III – Scope of Work

The AWARDDEE, in close coordination with the County, shall perform all professional services necessary to complete the development and occupancy of the following project in full compliance with the terms of this Agreement:

Property Description
Township of Deptford, County of Gloucester
Block 575, Lot 13, New construction of a single-family home
containing 1,250 square feet of floor area in Deptford NJ

The County will fund the Gloucester County Habitat for Humanity the amount \$118,530.00 to develop the new construction of a single family, one story, 3 bedroom home containing 1250 sq. feet dwelling, in Deptford, New Jersey. All services will be performed within the United States of America. Construction will be developed in a manner that ensures that the home is dry, safe, well ventilated, pest free, contaminant free, clean and well maintained, in accordance with HUD's healthy homes interventions. Neither Gloucester County Habitat for Humanity nor any individuals assigned to this engagement are disbarred, suspended, or otherwise prohibited from professional practice by any federal, state, or local agency. Habitat's mission is to build safe, decent and affordable homes for low-income, working families. This is accomplished by obtaining the greatest level of donated time, money and materials possible. The new construction will be sold at cost. No profit or capital gain is realized. Mortgage is held by Gloucester County Habitat for Humanity with zero percent interest charged. The buyer must participate in 500 "sweat equity" hours in the construction of the house.

It is understood that the AWARDDEE will provide a specific working budget and realistic timetable as relates to: acquisition, construction/rehabilitation, soft costs, development fees and other allowable costs/activities prior to any fund usage. Said budget shall identify all sources and uses of funds, and allocate HOME and non-HOME funds to activities or line items.

The aforementioned Work tasks will be performed in essentially the manner proposed in the AWARDDEE's proposal as received by the Agency on July 31, 2012. The aforementioned document will be considered to be a part and portion of this agreement for reference.

Section IV – Reimbursement of Expenses

- A. Project expenses shall be paid based on vouchers for actual expenses incurred or paid. Requests for payment must be submitted by the AWARDDEE on forms specified by the County, with adequate and proper documentation of eligible costs incurred in compliance with 92.206 and necessary for HUD IDIS disbursement requirements. All such expenses shall be in conformance to the approved project budget. Budget revision and approval shall be required prior to payment of any expenses not conforming to the approved project budget.

- B. The County shall have the right to review and audit all records of AWARDEE pertaining to any payment by the County. Said records shall be maintained for a period of five years after completion.
- C. The County reserves the right to inspect records and project site to determine that reimbursement requests are reasonable. The County also reserves the right to hold payment until adequate documentation has been provided and reviewed.
- D. The AWARDEE may submit a final invoice upon completion. Final payment shall be made after the County has determined that all services have been rendered, files and documentation delivered, and units have been placed in service in full compliance with HOME regulations, including submission of a completion report and documentation of eligible occupancy, property standards and long-term use restrictions.

Section V – Project Requirements

The AWARDEE agrees to comply with all requirements of the HOME Program as stated in 24CFR Part 92, including but not limited to the following.

- A. No HOME project funds will be advanced, and no costs can be incurred, until the County has conducted an environmental review of the proposed project as required under 24 CFR Part 58. The environmental review may result in a decision to proceed with, modify, or cancel the project.

Notwithstanding any provision of this Agreement, the parties hereto agree and acknowledge that this Agreement does not constitute a commitment of funds or site approval, and that such commitment of funds or approval may occur only upon satisfactory completion of environmental review and receipt by the County of a release of funds from the U.S. Department of Housing and Urban Development for the state of New Jersey under 24 CFR Part 58.

Further, the AWARDEE will not undertake or commit any funds to physical or choice-limiting actions, including property acquisition, demolition, movement, rehabilitation, conversion, repair or construction prior to the environmental clearance, and must indicate that the violation of this provision may result in the denial of any funds under the agreement.

- B. The HOME funds advanced to the Project will be secured by a note and mortgage.
- C. The AWARDEE will ensure that any expenditure of HOME funds will be in compliance with the requirements at 92.206, and acknowledges that HOME funds will only be provided as reimbursement for eligible costs incurred, including actual expenditures or invoices for work completed.
- D. If the project is to be owner-occupied, the AWARDEE will ensure that all HOME assisted units will be in compliance with 24 CFR 92.254, including documenting

that the property is eligible under 92.254(a)(1) – (2), and will maintain compliance during the minimum compliance period of fifteen years.

- E. The designated HOME assisted units of this Project will meet the affordability requirements as found in 24 CFR 92.254. The AWARDDEE shall collect and maintain Project beneficiary information pertaining to household size, income levels, racial characteristics, and the presence of Female Headed Households in order to determine low and moderate income benefit in a cumulative and individual manner. Income documentation shall be in a form consistent with HOME requirements as stated in the HUD Technical Guide for Determining Income and Allowances under the HOME program.
- F. In the selection of occupants for Project units, the AWARDDEE shall comply with all non-discrimination requirements of 24 CFR 92.350. If the project consists of 5 or more units, the AWARDDEE will implement affirmative marketing procedures as required by 24 CFR 92.351. Such procedures are subject to approval by the Agency.
- G. The AWARDDEE shall assure compliance with 24 CFR 92.251 as relates to property standards and Housing Quality Standards (HQS), Accessibility Standards under 24 CFR 92.251(a)(3) as applicable, and Lead Based Paint Requirements as found in 24 CFR 92.355 and 24 CFR Part 35.
- H. If the PROJECT is to be owner occupied, the AWARDDEE shall assure that any NOES and MORTGAGES recorded for homebuyers shall be in compliance with 24 CFR 92.254 and that the AWARDDEE will monitor each unit for principal residency (under 92.254(a)(3) and resale/recapture (under 92.254 (a)(4) – (5)).
- I. The AWARDDEE will provide any documentation required by the Agency regarding match as may be required to document match for purposes of the HOME program.
- J. If any project under this agreement involves the construction or rehabilitation of 12 or more HOME assisted units, the AWARDDEE shall comply with the provisions of the Davis-Bacon Act (40 U.S.C. 276 a to a-7) as supplemented by Agency of Labor regulations (29 CFR, Part 5), as amended.
- K. If the property is sold through a lease-purchase agreement, the AWARDDEE will ensure compliance with 92.254(a)(7), as modified by the 1999 Appropriations Act, Section 599B.
- L. The AWARDDEE will be monitored by the Agency for compliance with the regulations of 24 CFR 92 for the compliance period of fifteen years. The AWARDDEE will provide reports and access to project files as requested by the Agency during the Project and for five (5) years after completion and closeout of the Agreement.

Section VI – Repayment of Loan

- A. All HOME funds are subject to repayment in the event the Project does not meet the Project Requirements as outlined above.
- B. It is understood that upon the completion of the Project, any HOME funds reserved but not expended under this agreement will revert to the County.
- C. If the Project is for owner-occupancy, the AWARDEE shall lend the HOME funds to the individual buyers in an amount sufficient to make the home affordable. Any HOME funds that reduce the price of the property below the fair market rate shall be secured by a HOME note and mortgage as required in 92.254(a)(5)(ii), using the note and mortgage prescribed or approved by the Agency (and consistent with the method of recapture identified in the County's Consolidated Plan).
 1. All net sales proceeds from the sale of units are considered to be Program Income and must be returned to the Agency as repayment of the HOME loan.
 2. Prior to each closing, the AWARDEE will provide to the Agency the estimated settlement statement, along with a reconciliation statement and the draft note and mortgage. The reconciliation statement shall account for the pro-ration of HOME project funds to the individual unit, and identify those funds that are to be lent to the buyer as "Buyer subsidies" secured by the HOME note and mortgage.
 3. All resale proceeds that are received from buyers as they resell the properties during the compliance period to other buyers shall be considered "Recaptured Funds" under 24 CFR 92.254(a)(5)(ii)(A)(5) and must be repaid to the County for use in eligible HOME projects as required by 24 CFR 92.503. The AWARDEE shall promptly notify the Agency of such transactions and will promptly convey any Recaptured Funds to the Agency.

Section VII – CHDO Proceeds

- A. Proceeds:
 1. Proceeds result from the sale of a single family property financed by the COUNTY through the HOME program.
 - a. Proceeds include both HOME funds and any other funds from any source which are realized by the sale of property assisted in any form or fashion with HOME funds.
 - b. The total HOME funds provided by the COUNTY to the CHDO for any specific project under this contract, less the actual expenses for the project, the buyer's down payment, the buyer's contribution, and any non-HOME or non-CDBG mortgages are defined as CHDO Proceeds, or Proceeds.

- B. Allowable Use:
1. An eligible activity defined by either the HOME program regulations or this agreement that directly supports the creation of affordable housing in our community shall be collectively known as an "allowable use". Allowable uses are further defined and limited by this agreement.
- C. Governing Law and Regulation
1. Final HOME Rule: 24 CFR Parts 91 and 92
 2. CPD Notice 97-9
- D. Allowable Uses of Proceeds
1. Any eligible use of HOME funds, as defined in 24 CFR Parts 91 and 92 of the Final HOME Rule shall be an allowable use under this contract, so long as the allowable use results in or supports the creation of new units of affordable single family housing for purchase by HOME qualified buyers.
- E. Prohibited Uses of Proceeds
1. Proceeds may not be used to fund, finance or pay for a loan counseling, debt counseling or homebuyer counseling programs or efforts as long as the COUNTY or CHDO provides funding to any other organization or entity to provide these services.
 2. Proceeds may not be used to fund any operating reserves of the CHDO.
 3. Proceeds may not be utilized to make repairs, reconstruct, or rebuild any unit previously financed with HOME funds without the express written permission of the COUNTY.
- F. Accounting
1. The CHDO shall retain proceeds in a separate bank account and shall provide an accounting of the use of proceeds to the COUNTY on a quarterly basis.
 - a. The accounting shall designate the project and show the flow of funds into and out of the project account until all funds in the account are expended in accordance with this agreement.
 2. To facilitate proper accounting for the proceeds, the CHDO shall utilize the spreadsheet designated by the COUNTY and included here by reference.
 3. The auditor of the CHDO shall, at each annual audit, review the CHDO proceeds account of the CHDO and shall include in the annual audit specific language stating whether or not the CHDO has complied with the terms of this agreement.

G. Allocation and Use of Proceeds

1. Under the CHDO's contract with the COUNTY, the COUNTY provides the CHDO with a development subsidy to assist in the development of single family housing within the COUNTY.
2. The development subsidy is expended by the CHDO to build the home.
3. Proceeds are realized upon the sale of the completed home to a qualified buyer per the definition provided above.
 - a. Proceeds are realized on the date of the close of the property with the homebuyer.
4. To facilitate the quick rollover and expenditure of proceeds, the CHDO will invest proceeds in the next available project as soon as the proceeds are realized, and before a request for additional funds for development activity from the COUNTY.

H. Draw Requests

1. Requests to the COUNTY for disbursement of funds for land acquisition, site development and/or construction financing on any subsequent project under this contract, shall include the following:
 - a. The full amount of the requested disbursement.
 - b. The amount drawn from proceeds
 - c. Including the project name or names the amount is drawn from.
 - d. The net amount of the requested disbursement.

I. Monitoring and Compliance

1. Each year, on or before the 31st of March, the CHDO shall deliver an audit by a certified public accountant to the COUNTY.
 - a. The audit shall contain the provision noted under accounting.
2. The COUNTY may request at any time, without prior notice, any file, financial record, or document related to any project that received any HOME funds or Proceeds.
 - a. The CHDO agrees to comply with any request within five business days of the request.
3. The COUNTY will monitor the CHDO's use of Proceeds based on a risk assessment. Typically, the COUNTY will notify the CHDO thirty days in advance of the monitoring.
4. Failure by the CHDO to deliver the audit, to submit the required quarterly report, segregate the Proceeds in a separate account, or to properly account for the Proceeds to the standard provided shall by this agreement, shall be a breach of contract under the terms of this Agreement.

- a. The COUNTY, may, at the COUNTY's sole discretion, end all payments under the contract until the terms of this Agreement are met.

Section VIII – CHDO Provisions

It is understood that the AWARDEE has certified that it is and will maintain CHDO (Community Housing Development Organization) status for the term of the Project/Agreement in accordance with 24 CFR 92. AWARDEE agrees to provide information as may be requested by the agency to document its continued compliance, including but not limited to an annual board roster and certification of continued compliance.

Section IX – Procurement Standards

The AWARDEE shall establish procurement procedures to ensure that materials and services are obtained in a cost-effective manner. When procuring for services to be provided under this agreement, the AWARDEE shall comply at a minimum with the nonprofit procurement standards at 24 CFR 84.40 - 48.

Section X – Conflict of Interest Provisions

The AWARDEE warrants and covenants that it presently has no interest and shall not acquire any interest, directly or indirectly, which could conflict in any manner or degree with the performance of its services hereunder. The AWARDEE further warrants and covenants that in the performance of this contract, no person having such interest shall be employed.

HOME conflict of interest provisions, as stated in 92.356, apply to the award of any contracts under the agreement and the selection of tenant households to occupy HOME-assisted units.

No employee, agency, consultant, elected official, or appointed official of the AWARDEE, may obtain a financial interest or unit benefits from a HOME-assisted activity, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter. This prohibition includes the following:

- Any interest in any contract, subcontract or agreement with respect to a HOME assisted project or program administered by the AWARDEE, or the proceeds thereunder; or
- Any unit benefits or financial assistance associated with HOME, projects or programs administered by the AWARDEE, including:
 - Occupancy of a rental housing unit in a HOME assisted rental project;
 - Receipt of HOME tenant-based rental assistance;
 - Purchase or occupancy of a homebuyer unit in a HOME assisted project;
 - Receipt of HOME homebuyer acquisition assistance; or

- Receipt of HOME owner-occupied rehabilitation assistance.

This prohibition does not apply to an employee or agent of the AWARDDEE who occupies a HOME assisted unit as the on-site project manager or maintenance worker.

In addition, no member of Congress of the United States, official or employee of HUD, or official or employee of the Participating Jurisdiction shall be permitted to receive or share any financial or unit benefits arising from the HOME-assisted project or program.

Prior to the implementation of the HOME-assisted activity, exceptions to these provisions may be requested by the AWARDDEE in writing to the Participating Jurisdiction. The AWARDDEE must demonstrate and certify that the policies and procedures adopted for the activity will ensure fair treatment of all parties, and that the covered persons referenced in this policy will have no inside information or undue influence regarding the award of contracts or benefits of the HOME assistance. The Jurisdiction may grant exceptions or forward the requests to HUD as permitted by 24 CFR 92.356, 85.36 and 84.42, as they apply.

Section XI – County Responsibilities

The County shall furnish the AWARDDEE with the following services and information from existing County record and County files:

- A. The County shall furnish the AWARDDEE information regarding its requirements for the Project.
- B. The County will provide the AWARDDEE with any changes in HOME regulations or program limits that affect the project, including but not limited to income limits, property value limits and rent limit.
- C. The County will conduct progress inspections of work completed to protect its interests as lender and regulatory authority for the project, and will provide information to the AWARDDEE regarding any progress inspections or monitoring to assist it in ensuring compliance.
- D. The County will certify income for all applicants referred by the AWARDDEE.

The County's review and approval of the WORK will relate only to overall compliance with the general requirements of this Agreement and HOME regulations, and all County regulations and ordinances.

Nothing contained herein shall relieve the AWARDDEE of any responsibility as provided under this Agreement.

Section XII – Equal Employment Opportunity

During the performance of this contract, the AWARDDEE agrees as follows:

- A. The AWARDEE will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin(s). The AWARDEE will take affirmative action to ensure the applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin(s). Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training, including apprenticeship. The AWARDEE agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer of the County setting forth the provisions of this nondiscrimination clause.
- B. The AWARDEE will, in all solicitations or advertisements for employees placed by or on behalf of the AWARDEE, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- C. The AWARDEE will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the County's contracting officer, advising the labor union or worker's representative of the AWARDEE's commitments under Section 202 of Executive Order No 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. The AWARDEE will comply with all provisions of Executive Order 11246 of September 24, 1965 and of the rules, regulations, and relevant orders of the Secretary of Labor.
- E. The AWARDEE will furnish all information and reports required by Executive Order 11246 of September 24, 1965 and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the Agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and order.
- F. In the event the AWARDEE is found to be in noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations or orders, this contract may be cancelled, terminated or suspended in whole or in part and the AWARDEE may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965 or by rule, regulations, or order of the Secretary of Labor or as otherwise provided by law.
- G. The AWARDEE will include the provisions of paragraphs (a) through (g) of this agreement in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to section 204 of

Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The AWARDEE will take such action with respect to any subcontract or purchase order as the Agency may direct as a means of enforcing such provisions, including sanctions for noncompliance, provided, however, that in the event the AWARDEE becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the Agency the AWARDEE may request the United States to enter into such litigation to protect the interest of the United States.

Section XIII – Labor, Training and Business Opportunity

The AWARDEE agrees to comply with the federal regulations governing training, employment and business opportunities as follows:

- A. It is agreed that the work to be performed under this agreement is on a project assisted under a program providing direct Federal financial assistance from the US Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968 as amended, 12 U.S.C. 1701 u, as well as any and all applicable amendments thereto. Section 3 requires that, to the greatest extent feasible, opportunities for training and employment be given low and moderate income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the project area.
- B. The AWARDEE shall comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 Code of Federal Regulations and all applicable rules and orders of the Agency of Housing and Urban Development issued thereunder as well as any and all applicable amendments thereto prior to the execution of this contract as well as during the term of this contract. The AWARDEE certifies and agrees that it is under no contractual or other disability, which would prevent it from complying with these requirements as well as any and all applicable amendments thereto.
- C. The AWARDEE will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the County, take appropriate action pursuant to the subcontractor upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, in 24 Code of Federal Regulations. The AWARDEE will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 code of Federal Regulations and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with these requirements as well as with any and all applicable amendments thereto.

- D. Compliance with the provisions of Section 3, the regulations set forth in 24 Code of Federal Regulations and all applicable rules and orders of the Agency of Housing and Urban Development issued thereunder prior to the execution of the contract shall be a condition precedent to federal financial assistance being provided in the Project as well as a continuing condition, binding upon the applicant or recipient for such assistance, its successors, and assigns. Failure to fulfill these requirements shall subject the AWARDEE or recipient, its contractors and subcontractors, its successors, and assigns to those sanctions specified by 24 Code of Federal Regulations as well as with any and all applicable amendments thereto.

Section XIV – Compliance with Federal, State & Local Laws

The AWARDEE covenants and warrants that it will comply with all applicable laws, ordinances, codes, rules and regulations of the state, local, and federal governments, and all amendments thereto, including, but not limited to; Title 8 of the Civil Rights Act of 1968 PL.90-284; Executive Order 11063 on Equal Opportunity and Housing Section 3 of the Housing and Urban Development Act of 1968; Housing and Community Development Act of 1974, as well as all requirements set forth in 24 CFR 92 of the HOME INVESTMENT PARTNERSHIP PROGRAM. The AWARDEE covenants and warrants that it will indemnify and hold the COUNTY forever free and harmless with respect to any and all damages whether directly or indirectly arising out of the provisions and maintenance of this contract.

The AWARDEE agrees to comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 USC 1857 (h)), section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

The AWARDEE further warrants and agrees to include or cause to be included the criteria and requirements of this section in every non-exempt subcontract in excess of \$100,000. The AWARDEE also agrees to take such action as the federal, state or local government may direct to enforce aforesaid provisions.

Section XV – Suspension and Terminations

In accordance with 24 CFR 85.43, suspension or termination may occur if the AWARDEE materially fails to comply with any term of the award, and that the award may be terminated for convenience with 24 CFR 85.44.

If through any cause, the AWARDEE shall fail to fulfill in timely and proper manner its obligations under this contract, or if the AWARDEE 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 AWARDEE of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, the AWARDEE shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder to the date of said termination. Notwithstanding the above, the AWARDEE 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 AWARDEE and the County may withhold any payments to the AWARDEE for the purpose of setoff until such time as the exact amount of damages due the County from the AWARDEE is determined whether by court of competent jurisdiction or otherwise.

Section XVI – Termination for Convenience of the County of Gloucester

The County may terminate for its convenience this contract at any time by giving at least thirty (30) days notice in writing to the AWARDEE. If the contract is terminated by the County, as provided herein, the County will reimburse for any actual and approved expenses incurred, including those costs involved in terminating the contracts and shutting down the work as of the date of notice, and the AWARDEE will be paid as a FEE an amount which bears the same ratio to the total compensation as the services actually performed bear to the service of the AWARDEE covered by this contract, less payments of compensation previously made. Claims and disputes between the parties will be submitted to the American Arbitration Association for resolution. Award or judgment may be entered in any court having jurisdiction thereof.

Section XVII – Default-Loss of Grant Funds

If the AWARDEE fails in any manner to fully perform and carry out any of the terms, covenants, and conditions of the agreement, and more particularly if the AWARDEE refuses or fails to proceed with the work with such diligence as will insure its completion within the time frame fixed by the schedule set forth in Attachment C of this agreement, the AWARDEE shall be in default and notice in writing shall be given to the AWARDEE of such default by the Agency or an agent of the Agency. If the AWARDEE fails to cure such default within such time as may be required by such notice, the County, acting by and through the Agency, may at its option terminate and cancel the contract.

In the event of such termination, all grant funds awarded to the AWARDEE pursuant to this agreement shall be immediately revoked and any approvals related to the Project shall immediately be deemed revoked and canceled. In such event, the AWARDEE will no longer be entitled to receive any compensation for work undertaken after the date of the termination of this agreement, as the grant funds will no longer be available for this project.

Such termination shall not effect or terminate any of the rights of the County as against the AWARDEE then existing, or which may thereafter accrue because of such default, and the foregoing provision shall be in addition to all other rights and remedies available to the County under the law and the note and mortgage (if in effect) including but not limited to compelling the AWARDEE to complete the project in accordance with the terms of this agreement, in a court of equity.

The waiver of a breach of any term, covenant or condition hereof shall not operate as a waiver of any subsequent breach of the same or any other term, covenant, or condition hereof.

Section XVIII – Inspection, Monitoring & Access to Records

The County reserves the right to inspect, monitor, and observe work and services performed by the AWARDDEE at any and all reasonable times.

The County reserves the right to audit the records of the AWARDDEE any time during the performance of this Agreement and for a period of five years after final payment is made under this Agreement.

If required, the AWARDDEE will provide the Agency with a certified audit of the AWARDDEE's records representing the Fiscal Year during which the Project becomes complete whenever the amount listed in SECTION VII is at or exceeds \$300,000, pursuant to the requirements of OMB Circular A-133.

Access shall be immediately granted to the County, HUD, the Comptroller General of the United States or any of their duly authorized representatives to any books, documents, papers, and records of the AWARDDEE or its contractors which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

Section XIX – General Conditions

- A. All notices or other communication which shall or may be given pursuant to this Agreement shall be in writing and shall be delivered by personal service, or by registered mail addressed to the other party at the address indicated herein or as the same may be changed from time to time. Such notice shall be deemed given on the day on which personally served; or, if by mail, on the fifth day after being posted or the date of actual receipt, whichever is earliest.

County Address:

Department of Economic Development
Division of Community Development
115 Budd Boulevard
West Deptford, NJ 08096
Attn: Lisa Morina, Director

AWARDEE Address:

Habitat for Humanity
305 South Broadway
Pitman NJ 08071
Attn: Tony Isabella, Executive Director

- B. Title and paragraph headings are for convenient reference and are not a part of this Agreement.

- C. In the event of conflict between the terms of this Agreement and any terms or conditions contained in any attached documents, the terms in this Agreement shall rule.
- D. No waiver or breach of any provision of this Agreement shall constitute a waiver of a subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing.
- E. The parties hereto agree that this Agreement shall be construed and enforced according to the laws of the State of New Jersey.
- F. Should any provisions, paragraphs, sentences, words or phrases contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of New Jersey, such provisions, paragraphs, sentences, words or phrases shall be deemed modified to the extent necessary in order to conform with such laws, or if not modifiable to conform with such laws, then same shall be deemed severable, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect.
- G. The AWARDEE shall comply with the provisions of the Copeland Anti-Kick-Back Act (18 U.S.C.874) as supplemented in the AGENCY of Labor Relations (29 CFR Part 3) as amended.
- H. The AWARDEE shall comply with the provisions of sections 103 and 107 of the Contract Work Hours and Safety Standard Act (40U.S.C.327-330) as supplemented by AGENCY of Labor Relations (29CFR, Part 5), as amended.
- I. The AWARDEE further warrants and agrees to include or cause to be included the criteria and requirements of paragraphs (G) through (H) of this section in every nonexempt subcontract. The AWARDEE also agrees to take such action as the federal, state or local government may direct to enforce aforesaid provisions.
- J. The obligations undertaken by AWARDEE pursuant to this Agreement shall not be delegated or assigned to any other person or agency unless County shall first consent to the performance or assignment of such service or any part thereof by another person or agency.
- K. The Agreement shall be binding upon the parties hereto, their heirs, executors, legal representative, successors and assigns.
- L. AWARDEE shall indemnify and save County harmless from and against any negligent claims, liabilities, losses and causes of action which may arise out of AWARDEE's activities under this agreement, including all other acts or omissions to act on the part of the AWARDEE including any person acting for on its behalf, and,

from and against all costs, attorneys fees, expenses and liabilities incurred in the defense of any such claims, or in the investigation thereof.

- M. AWARDDEE and its employees and agents shall be deemed to be independent contractors, and not agents or employees of the County, and shall not attain any rights or benefit under the civil service or pension ordinances of the County, or any rights generally afforded classified or unclassified employees; further they shall not be deemed entitled to state Compensation benefits as an employee of the County.
- N. Funding for this Agreement is contingent on the availability of funds and continued authorization for program activities and is subject to amendment or termination due to lack of funds, or authorization, reduction of funds, and/or changes in regulations.

IN WITNESS WHEREOF,

The County of Gloucester and Habitat for Humanity have caused their signatures to be hereunto affixed and duly attested

GLOUCESTER COUNTY BOARD
OF CHOSEN FREEHOLDERS

HABITAT FOR HUMANITY

By: _____
Robert M. Damminger
Freeholder Director

By: _____
Dr. Richard MacFeeters
Board President

WITNESSED:

By: _____
ROBERT DiLELLA Clerk of
the Board of Chosen Freeholders

B2

RESOLUTION TO EXECUTE HUD FORM 7082 ENTITLED CDBG FUNDING APPROVAL/AGREEMENT AND HUD FORM 40093 ENTITLED HOME INVESTMENT PARTNERSHIP AGREEMENT RELATIVE TO THE GLOUCESTER COUNTY CDBG, HOME AND WASHINGTON TOWNSHIP ENTITLEMENT PROGRAMS FOR PY 2012

WHEREAS, the County of Gloucester through the Department of Economic Development overseas the implementation of certain programs to benefit the County of Gloucester, such as the CDBG and HOME Entitlement Programs and activities; and

WHEREAS, in accordance with the regulations and requirements of the U.S. Department of Housing and Urban Development, certain procedures must be adhered to and specific forms executed to certify the approval of the Gloucester County HOME Consortium's Consolidated/Action Plan submission for Program Year 2012; and

WHEREAS, HUD Form 7082 and HUD Form 40093 must be submitted by responsible entities and recipients when certifying the approval of the Gloucester County HOME Consortium's Consolidated/Action Plan submission for Program Year 2012; and

WHEREAS, HUD Form 7082 entitled CDBG Approval/Agreement acceptance and approval of funds from the Housing and Urban Development in the amount of \$1,221,273.00; and

WHEREAS, HUD Form 40093 entitled Home Investment Partnership Program Approval/Agreement acceptance and approval of funds from the Housing and Urban Development in the amount of \$469,460.00.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that the Freeholder Director and Clerk of the Board be and are hereby authorized to execute the necessary documentation, particularly HUD Form 7082 entitled CDBG Approval/Agreement, relative to the PY 2012 CDBG Program Annual Action Plan and Home Investment Program Form 40093 entitled Home Investment Partnership Approval Agreement.

ADOPTED at a regular meeting of the Board of Chosen Freeholders, County of Gloucester and State of New Jersey held on Wednesday, October 17, 2012 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DI LELLA, CLERK

Funding Approval and HOME Investment Partnerships Agreement
Title II of the National Affordable Housing Act

U.S. Department of Housing and Urban Development
 Office of Community Planning and Development

OMB Approval No. 2506-0171
 (Exp. 12/31/2012)

BQ

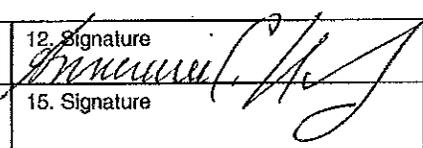
Public reporting burden for this collection of information is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number.

The HOME statute imposes a significant number of data collection and reporting requirements. This includes information on assisted properties, on the owners or tenants of the properties, and on other programmatic areas. The information will be used: 1) to assist HOME participants in managing their programs; 2) to track performance of participants in meeting fund commitment and expenditure deadlines; 3) to permit HUD to determine whether each participant meets the HOME statutory income targeting and affordability requirements; and 4) to permit HUD to determine compliance with other statutory and regulatory program requirements. This data collection is authorized under Title II of the Cranston-Gonzalez National Affordable Housing Act or related authorities. Access to Federal grant funds is contingent on the reporting of certain project-specific data elements. Records of information collected will be maintained by the recipients of the assistance. Information on activities and expenditures of grant funds is public information and is generally available for disclosure. Recipients are responsible for ensuring confidentiality when public disclosure is not required.

1. Participant Name and Address Gloucester County One North Broad Street -- P.O. Box - 337 Woodbury, New Jersey 08096		2. Participant Number MI2-DC-34-0215	
		3. Tax Identification Number 216000660	4. DUNS Number 957362247
		4. Appropriation Number 862/40205	5. FY (yyyy) 2012
6. Previous Obligation (Enter "0" for initial FY allocation)			\$0.00
a. Formula Funds		\$	
b. Community Housing Development Org. (CHDO) Competitive		\$	
7. Current Transaction (+ or -)			\$469,460
a. Formula Funds		\$469,460	
1. CHDO (For deobligations only)		\$	
2. Non- CHDO (For deobligations only)		\$	
b. CHDO Competitive Reallocation or Deobligation (see #18 below)		\$	
8. Revised Obligation			\$
a. Formula Funds		\$	
b. CHDO Competitive Reallocation		\$	
9. Special Conditions (check applicable box) <input type="checkbox"/> Not applicable <input checked="" type="checkbox"/> Attached		10. Date of Obligation (Congressional Release Date) (mm/dd/yyyy) / / SEP 24 2012	

This Agreement between the Department of Housing and Urban Development (HUD) and the Participating Jurisdiction/Entity is made pursuant to the authority of the HOME Investment Partnerships Act (42 U.S.C. 12701 et seq.). The Participating Jurisdiction's /Entity's approved Consolidated Plan submission/Application and the HUD regulations at 24 CFR Part 92 (as is now in effect and as may be amended from time to time) and this HOME Investment Partnership Agreement, form HUD-40093, including any special conditions, constitute part of this Agreement. Subject to the provisions of this Agreement, HUD will make the funds for the Fiscal Year specified, available to the Participating Jurisdiction/Entity upon execution of this Agreement by the parties. All funds for the specified Fiscal Year provided by HUD by formula reallocation are covered by this Agreement upon execution of an amendment by HUD, without the Participating Jurisdiction's execution of the amendment or other consent. HUD's payment of funds under this Agreement is subject to the Participating Jurisdiction's/Entity's compliance with HUD's electronic funds transfer and information reporting procedures issued pursuant to 24 CFR 92.502. To the extent authorized by HUD regulations at 24 CFR Part 92, HUD may, by its execution of an amendment, deobligate funds previously awarded to the Participating Jurisdiction/Entity without the Participating Jurisdiction's/Entity's execution of the amendment or other consent. The Participating Jurisdiction/Entity agrees that funds invested in affordable housing under 24 CFR Part 92 are repayable when the housing no longer qualifies as affordable housing. Repayment shall be made as specified in 24 CFR Part 92. The Participating Jurisdiction agrees to assume all of the responsibility for environmental review, decision making, and actions, as specified and required in regulation at 24 CFR 92.352 and 24 CFR Part 58.

The Grantee shall comply with requirements established by the Office of Management and Budget (OMB) concerning the Dun and Bradstreet Data Universal Numbering System (DUNS), the Central Contractor Registration (CCR) database, and the Federal Funding Accountability and Transparency Act, including Appendix A to Part 25 of the Financial Assistance Use of Universal Identifier and Central Contractor Registration, 75 Fed. Reg. 55671 (Sept. 14, 2010) (to be codified at 2 CFR part 25) and Appendix A to Part 170 of the Requirements for Federal Funding Accountability and Transparency Act Implementation, 75 Fed. Reg. 55663 (Sept. 14, 2010) (to be codified at 2 CFR part 170).

11. For the U.S. Department of HUD (Name and Title of Authorized Official) Annemarie C. Uebbing, Director, Community Planning and Development	12. Signature 	13. Date SEP 24 2012
14. For the Participating Jurisdiction/Entity (Name and Title of Authorized Official) Robert M. Damminger, Freholder Director	15. Signature	16. Date / /

17. Check one:
 Initial Agreement Amendment #

18. Funding Information: HOME

Source of Funds	Appropriation Code	PAS Code	Amount
HOME	862/40205	HMC	\$469,460
			\$
			\$

Funding Approval/Agreement

U.S. Department of Housing and Urban Development

Title I of the Housing and Community Development Act (Public Law 930383)
 HI-00515R of 20515R

Office of Community Planning and Development
 Community Development Block Grant Program

OMB Approval No.
 2506-0193 (exp 1/31/2015)

1. Name of Grantee (as shown in item 5 of Standard Form 424) Gloucester County		3a. Grantee's 9-digit Tax ID Number: 216000660	3b. Grantee's DUNS Number: 957362247	4. Date use of funds may begin (mm/dd/yyyy): 09/1/12
2. Grantee's Complete Address (as shown in item 5 of Standard Form 424) Post Office Box - 337/One North Broad Street Woodbury, New Jersey 08096		5a. Project/Grant No. 1 B-12-UC-34-0109	6a. Amount Approved \$1,221,273	5b. Project/Grant No. 2
		5c. Project/Grant No. 3	6b. Amount Approved	6c. Amount Approved

Grant Agreement: This Grant Agreement between the Department of Housing and Urban Development (HUD) and the above named Grantee is made pursuant to the authority of Title I of the Housing and Community Development Act of 1974, as amended, (42 USC 5301 et seq.). The Grantee's submissions for Title I assistance, the HUD regulations at 24 CFR Part 570 (as now in effect and as may be amended from time to time), and this Funding Approval, including any special conditions/addendums, constitute part of the Agreement. Subject to the provisions of this Grant Agreement, HUD will make the funding assistance specified here available to the Grantee upon execution of the Agreement by the parties. The funding assistance specified in the Funding Approval may be used to pay costs incurred after the date specified in item 4 above provided the activities to which such costs are related are carried out in compliance with all applicable requirements. Pre-agreement costs may not be paid with funding assistance specified here unless they are authorized in HUD regulations or approved by waiver and listed in the special conditions to the Funding Approval. The Grantee agrees to assume all of the responsibilities for environmental review, decision making, and actions, as specified and required in regulations issued by the Secretary pursuant to Section 104(g) of Title I and published in 24 CFR Part 58. The Grantee further acknowledges its responsibility for adherence to the Agreement by sub-recipient entities to which it makes funding assistance hereunder available.

U.S. Department of Housing and Urban Development (By Name) Annemarie C. Uebbing	Grantee Name Robert M. Damminger
Title Director, Community Planning and Development Division	Title Freeholder Director

Signature <i>Annemarie C. Uebbing</i>	Date (mm/dd/yyyy) SEP 24 2012	Signature	Date (mm/dd/yyyy)
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7. Category of Title I Assistance for this Funding Action (check only one) a. (x) Entitlement, Sec 106(b) b. State-Administered, Sec 106(d)(1) c. HUD-Administered Small Cities, Sec 106(d)(2)(B) d. Indian CDBG Programs, Sec 106(a)(1) e. Surplus Urban Renewal Funds, Sec 112(b) f. Special Purpose Grants, Sec 107 g. Loan Guarantee, Sec 108	8. Special Conditions (check one) (x) None Attached	9a. Date HUD Received Submission (mm/dd/yyyy) 07/18/2012	10. check one a. (x) Orig. Funding Approval b. Amendment Amendment Number	
		9b. Date Grantee Notified (mm/dd/yyyy) SEP 24 2012		
		9c. Date of Start of Program Year (mm/dd/yyyy) 09/01/12		
	11. Amount of Community Development Block Grant		FY (2012)	FY ()
a. Funds Reserved for this Grantee		1,221,273		
b. Funds now being Approved		1,221,273		
c. Reservation to be Cancelled (11a minus 11b)				

12a. Amount of Loan Guarantee Commitment now being Approved	12b. Name and complete Address of Public Agency
Loan Guarantee Acceptance Provisions for Designated Agencies: The public agency hereby accepts the Grant Agreement executed by the Department of Housing and Urban Development on the above date with respect to the above grant number(s) as Grantee designated to receive loan guarantee assistance, and agrees to comply with the terms and conditions of the Agreement, applicable regulations, and other requirements of HUD now or hereafter in effect, pertaining to the assistance provided it.	12c. Name of Authorized Official for Designated Public Agency
	Title
	Signature

HUD Accounting use Only

Batch	TAC	Program Y	A Reg Area	Document No.	Project Number	Category	Amount	Effective Date (mm/dd/yyyy)	F
	153								
	176								
		Y			Project Number		Amount		
		Y			Project Number		Amount		
Date Entered PAS (mm/dd/yyyy)	Date Entered LOCCS (mm/dd/yyyy)	Batch Number	Transaction Code	Entered By	Verified By				

B3

RESOLUTION APPROVING AN AGREEMENT WITH THE U.S. DEPARTMENT OF AGRICULTURE FOR THE HOUSING PRESERVATION GRANT IN THE AMOUNT OF \$50,000.00

WHEREAS, by Resolution dated June 20, 2012, the Gloucester County Department of Economic Development was authorized to submit a grant application to the U.S. Department of Agriculture for Housing Preservation Grant funds that meet criteria as established by USDA to rehabilitate owner occupied homes of very low income, less than 30% of median income, residents to improve target areas within Gloucester County that might otherwise become sources of blight; and

WHEREAS, the County of Gloucester is the designated agent for the Community Development Block Grant and HOME funding programs and is charged with preparing and submitting the Grant Agreement between the County of Gloucester and the U.S. Department of Agriculture, Rural Development; and

WHEREAS, the U.S. Department of Agriculture, Rural Development has prepared a Grant Agreement to address the Housing Preservation Grant for the Department of Economic Development, Division of Housing and Community Development; and

WHEREAS, the Housing Preservation Grant is in the amount of \$50,000.00 and is for a period of 2 years.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that the Freeholder Director is authorized to execute any and all grant documents with the U.S. Department of Agriculture, Rural Development to accept the Housing Preservation Grant grant in the amount of \$50,000.00.

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, October 17, 2012 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

HOUSING PRESERVATION GRANT AGREEMENT

This agreement dated _____, is between
GLOUCESTER COUNTY (name),
P. O. BOX 337, 115 BUDD BLVD., WEST DEPTFORD, NJ 08096 (address), the
 grantee, organized and operating under NJSA 40:18-1 et seq
 (authorizing State statute), and the United States of America acting through the Rural Development.
 Rural Development agrees to grant a sum not to exceed \$ 50,000.00, subject to the
 terms and conditions of this agreement; provided, however, that the grant funds actually advanced and
 not needed for grant purposes shall be returned immediately to Rural Development. The Housing
 Preservation Grant (HPG) statement of activities approved by Rural Development, is attached, and shall
 commence within 10 days of the date of execution of this agreement by Rural Development and be
 completed by _____ (date). Rural Development may terminate the grant in
 whole, or in part, at any time before the date of completion, whenever it is determined that the grantee
 has failed to comply with the conditions of this grant agreement or Rural Development regulations
 related hereto. The grantee may appeal adverse decisions in accordance with Rural Development's
 appeal procedures contained in Subpart B of Part 1900 of this chapter.

In consideration of said grant by Rural Development to the grantee, to be made pursuant to Section 533
 of the Housing Act of 1949, HPG program, the grantee will provide such a program in accordance with
 the terms of this grant agreement and applicable Rural Development regulations.

PART A Definitions.

1. "Beginning date" means the date this agreement is executed by Rural Development and costs can be incurred.
2. "Ending date" means the date this agreement is scheduled to be completed. It is also the latest date grant funds will be provided under this agreement, without an approved extension.
3. "Disallowed costs" are those charges to a grant which Rural Development determines cannot be authorized in accordance with applicable Federal cost principles contained in 7 CFR Parts 3015 and 3016, as appropriate.
4. "Grant closeout" is the process by which the grant operation is concluded at the expiration of the grant period or following a decision to terminate the grant.

5. "Termination" of the grant means the cancellation of Federal assistance, in whole or in part, at any time before the date of completion.

PART B Terms of agreement.

Rural Development and the grantee agree that:

1. All grant activities shall be limited to those authorized in this subpart.
2. This agreement shall be effective when executed by both parties.
3. The HPG activities approved by Rural Development shall commence and be completed by the date indicated above, unless earlier terminated under paragraph B, 18, of this grant agreement, or extended.
4. The grantee shall carry out the HPG activities and processes as described in the approved statement of activities which is made a part of this grant agreement. Grantee will be bound by the activities and processes set forth in the statement of activities and the further conditions set forth in this grant agreement. If the statement of activities is inconsistent with this grant agreement, then the latter will govern. A change of any activities and processes must be in writing and must be signed by the approval official.
5. The grantee shall use grant funds only for the purposes and activities approved by Rural Development in the HPG budget. Any uses not provided for in the approved budget must be approved in writing by Rural Development in advance.
6. If the grantee is a private nonprofit corporation, expenses charged for travel or per diem will not exceed the rates paid to Federal employees or (if lower) an amount authorized by the grantee for similar purposes. If the grantee is a public body, the rates will be those that are allowable under the customary practice in the government of which the grantee is a party; if none are customary, the Rural Development rates will be the maximum allowed.

7. Grant funds will not be used for any of the following:
 - (a) To pay obligations incurred before the beginning date or after the ending date of this agreement;
 - (b) For any entertainment purposes;
 - (c) To pay for any capital assets, the purchase of real estate or vehicles, the improvement or renovation of the grantee's office space, or for the repair or maintenance of privately owned vehicles;
 - (d) Any other purpose specified in §1944.664 (g) or §1944.666 (b) of this subpart; or
 - (e) For administrative expenses exceeding 20 percent of the HPG grant funds.
8. The grant funds shall not be used to substitute for any financial support previously provided and currently available or assured from any other source.
9. The dispersal of grants will be governed as follows:
 - (a) In accordance with Treasury Circular 1075 (fourth revision) Part 205, Chapter II of Title 31 of the Code of Federal Regulations, grant funds will be provided by Rural Development as cash advances on an as needed basis not to exceed one advance every 30 days. The advance will be made by direct Treasury check to the grantee. In addition, the grantee must submit Standard Form (SF) 272, "Federal Cash Transactions Report," each time an advance of funds is made. This report shall be used by Rural Development to monitor cash advances made to the grantee. The financial management system of the recipient organization shall provide for effective control over and accountability for all Federal funds as stated in 7 CFR Parts 3015 and 3016.

(b) Cash advances to the grantee shall be limited to the minimum amounts needed and shall be timed to be in accord only with the actual, immediate cash requirements of the grantee in carrying out the purpose of the planned project. The timing and amount of cash advances shall be as close as administratively feasible to the actual disbursements by the grantee for direct program costs (as identified in the grantee's statement of activities and budget and fund use plan) and proportionate share of any allowable indirect costs.

(c) Grant funds should be promptly refunded to the Rural Development and redrawn when needed if the funds are erroneously drawn in excess of immediate disbursement needs. The only exceptions to the requirement for prompt refunding are when the funds involved:

(i) Will be disbursed by the recipient organization within 7 calendar days from the date of the Treasury check; or

(ii) Are less than \$10,000 and will be disbursed within 30 calendar days from the date of the Treasury check.

(d) Grantee shall provide satisfactory evidence to Rural Development that all officers of the grantees' organization authorized to receive and/or disburse Federal funds are covered by fidelity bonds in an amount not to exceed the grant amount to protect Rural Development's interests.

10. The grantee will submit performance, financial, and annual reports as indicated in this subpart to the appropriate Rural Development office. These reports must be reconciled to the grantees' accounting records; especially on the final report.

(a) As needed, but not more frequently than once every 30 calendar days, submit an original and two copies of SF-270, "Request for Advance or Reimbursement." In addition, the grantee must submit an SF-272, each time an advance of funds is made. This report shall be used by Rural Development to monitor cash advances made to the grantee.

(b) Quarterly reports will be submitted within 15 days, but no later than 45 days after the end of each calendar quarter. An original and one copy of SF-269, "Financial Status Report," and a quarterly performance report in accordance with §1944.683 of this subpart. Item 10, g (total program outlays) of SF-269, should be less any rebates, refunds, or other discounts.

(c) Within 90 days after the termination or expiration of the grant agreement, an original and two copies of SF-269, and a final performance report which will include a summary of the project's accomplishments, problems, and planned future activities of the grantee for HPG. Final reports may serve as the last quarterly report.

(d) Rural Development may require performance reports more frequently if deemed necessary.

11. In accordance with Office of Management and Budget (OMB) Circular A-87, "Cost Principles for State and Local Governments" (available in any Rural Development office), compensation for employees will be considered reasonable to the extent that such compensation is consistent with that paid for similar work in other activities of the State or local government.

12. If the grant exceeds \$100,000, cumulative transfers among direct cost budget categories totaling more than 5 percent of the total budget must have prior written approval by Rural Development.

13. The results of the program assisted by grant funds may be published by the grantee without prior review by Rural Development, provided that such publications acknowledge the support provided by funds pursuant to the provisions of Title V of the Housing Act of 1949, as amended, and that five copies of each such publications are furnished to Rural Development.

14. The grantee certifies that no person or organization has been employed or retained to solicit or secure this grant for a commission, percentage, brokerage, or contingent fee.

15. No person in the United States shall, on the grounds of race, religion, color, sex, familial status, age, national origin, or handicap, be excluded from participating in, be denied the proceeds of, or be subject to discrimination in connection with the use of grant funds. Grantee will comply with the nondiscrimination regulations of Rural Development contained in Subpart E of Part 1901 of this chapter.

16. In all hiring or employment made possible by or resulting from this grant, the grantee:

(a) Will not discriminate against any employee or applicant for employment because of race, religion, color, sex, familial status, age, national origin, or handicap, and

(b) Will take affirmative action to insure that employees are treated during employment without regard to their race, religion, color, sex, familial status, age, national origin, or handicap. This requirement shall apply to, 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.

(c) In the event grantee signs a contract related to this grant which would be covered by any Executive Order, law, or regulation prohibiting discrimination, grantee shall include in the contract the "Equal Employment Clause" as specified by Form RD 400-1, "Equal Opportunity Agreement."

17. The grantee accepts responsibility for accomplishing the HPG program as submitted and included in its preapplication, application, including its statement of activities. The grantee shall also:

(a) Endeavor to coordinate and provide liaison with State and local housing organizations, where they exist.

(b) Provide continuing information to Rural Development on the status of grantee HPG programs, projects, related activities, and problems.

(c) Inform Rural Development as soon as the following types of conditions become known:

(i) Problems, delays, or adverse conditions which materially affect the ability to attain program objectives, prevent the meeting of time schedules or goals, or preclude the attainment of project work units by established time periods. This disclosure shall be accompanied by a statement of the action taken or contemplated, new time schedules required and any Rural Development assistance needed to resolve the situation.

(ii) Favorable developments or events which enable meeting time schedules and goals sooner than anticipated or producing more work units than originally projected.

18. The grant closeout and termination procedures will be as follows:

(a) Promptly after the date of completion or a decision to terminate a grant, grant closeout actions are to be taken to allow the orderly discontinuation of grantee activity.

(i) The grantee shall immediately refund to Rural Development any uncommitted balance of grant funds.

(ii) The grantee will furnish to Rural Development within 90 calendar days after the date of completion of the grant, SF-269 and all financial, performance, and other reports required as a condition of the grant, including a final audit report, as required by 7 CFR Parts 3015 and 3016.

(iii) The grantee shall account for any property acquired with HPG grant funds or otherwise received from Rural Development.

(iv) After the grant closeout, Rural Development retains the right to recover any disallowed costs which may be discovered as a result of an audit.

(b) When there is reasonable evidence that the grantee has failed to comply with the terms of this grant agreement, the State Director can, on reasonable notice, suspend the grant pending corrective action or terminate the grant in accordance with paragraph B, 18 (c) of this grant agreement. In such instances, Rural Development may reimburse the grantee for eligible costs incurred prior to the effective date of the suspension or termination and may allow all necessary and proper costs which the grantee could not reasonably avoid. Rural Development will withhold further advances and grantees are prohibited from further use of grant funds, pending corrective action.

(c) Grant termination will be based on the following:

(i) Termination for cause. This grant may be terminated in whole, or in part, at any time before the date of completion, whenever Rural Development determines that the grantee has failed to comply with the terms of this agreement. The reasons for termination may include, but are not limited to, such problems as:

(A) Failure to make reasonable and satisfactory progress in attaining grant objectives.

(B) Failure of grantee to use grant funds only for authorized purposes.

(C) Failure of grantee to submit adequate and timely reports of its operation.

(D) Violation of any of the provisions of any laws administered by Rural Development or any regulation issued thereunder.

(E) Violation of any nondiscrimination or equal opportunity requirement administered by Rural Development in connection with any Rural Development programs.

(F) Failure to maintain an accounting system acceptable to Rural Development.

(ii) Termination for convenience. Rural Development or the grantee 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 termination, the portion to be terminated.

(d) Rural Development shall notify the grantee in writing of the determination and the reasons for and the effective date of the suspension or termination. Except for termination for convenience, grantees have the opportunity to appeal a suspension or termination under Rural Development's appeal procedure, Subpart B of Part 1900 of this chapter.

19. Upon any default under its representatives or agreements set forth in this instrument, the grantee, at the option and demand of Rural Development, will, to the extent legally permissible, repay to Rural Development forthwith the grant funds received with interest at the rate of 5 percent per annum from the date of the default. The provisions of this grant agreement may be enforced by Rural Development, at its options and without regard to prior waivers by it or previous defaults of the grantee, by judicial proceedings to require specific performance of the terms of this grant agreement or by such other proceedings in law or equity, in either Federal or State courts, as may be deemed necessary by Rural Development to assure compliance with the provisions of this grant agreement and the laws and regulations under which this grant is made.

20. Extension of this grant agreement, modifications of the statement of activities, or changes in the grantee's budget may be approved by Rural Development provided, in Rural Development's opinion, the extension or modification is justified and there is a likelihood that the grantee can accomplish the goals set out and approved in the statement of activities during the period of the extension and/or modifications as specified in §1944.684 of this subpart.

PART C Grantee agrees:

1. To comply with property management standards for expendable and nonexpendable personal property established by 7 CFR Parts 3015 and 3016.
2. To provide a financial management system which will include:
 - (a) Accurate, current, and complete disclosure of the financial results of each grant. Financial reporting will be on a cash basis. The financial management system shall include a tracking system to insure that all program income, including loan repayments, are used properly.
 - (b) Records which identify adequately the source and application of funds for grant-supported activities. Those records shall contain information pertaining to grant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays, and income.
 - (c) Effecting control over and accountability for all funds, property, and other assets. Grantee shall adequately safeguard all such assets and shall assure that they are solely for authorized purposes.
 - (d) Accounting records supported by source documentation.
3. To retain financial records, supporting documents, statistical records, and all other records pertinent to the grant for a period of at least 3 years after the submission of the final performance report, in accordance with paragraph B 10 (c) of this grant agreement, except in the following situations:
 - (a) If any litigation, claim, audit, or investigation is commenced before the expiration of the 3-year period, the records shall be retained until all litigations, claims, audit, or investigative findings involving the records have been resolved.
 - (b) Records for nonexpendable property acquired by Rural Development, the 3-year retention requirement is not applicable.

(c) When records are transferred to or maintained by Rural Development, the 3-year retention requirement is not applicable.

(d) Microfilm copies may be substituted in lieu of original records. Rural Development and the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the grantee which are pertinent to the specific grant program for the purpose of making audits, examinations, excerpts, and transcripts.

4. To provide information as requested by Rural Development concerning the grantee's actions in soliciting citizen participation in the applications process, including published notices of public meetings, actual public meetings held, and content of written comments received.
5. Not to encumber, transfer, or dispose of the property or any part thereof, furnished by Rural Development or acquired wholly or in part with HPG funds without the written consent of Rural Development.
6. To provide Rural Development with such periodic reports of grantee operations as may be required by authorized representatives of Rural Development.
7. To execute Form RD 400-1, and to execute any other agreements required by Rural Development to implement the civil rights requirements.
8. To include in all contracts in excess of \$100,000, a provision for compliance with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, 42 U.S.C. §1875C-9, as amended. Violations shall be reported to Rural Development and the Regional Office of the Environmental Protection Agency.
9. That no member of Congress shall be admitted to any share or part of this grant or any benefit that may arise therefrom, but this provision shall not be construed to bar as a contractor under the grant a public-held corporation whose ownership might include a member of Congress.

10. That all nonconfidential information resulting from its activities shall be made available to the general public on an equal basis.

11. That the purpose for which this grant is made may complement, but shall not duplicate programs for which monies have been received, are committed, or are applied for from other sources, public and private.

12. That the grantee shall relinquish any and all copyrights and/or privileges to the materials developed under this grant, such material being the sole property of the Federal Government. In the event anything developed under this grant is published in whole or in part, the material shall contain a notice and be identified by language to the following effect: "The material is the result of tax-supported research and as such is not copyrightable. It may be freely reprinted with the customary crediting of the source."

13. That the grantee shall abide by the policies promulgated in 7 CFR Parts 3015 or 3016, as applicable, which provides standards for use by grantees in establishing procedures for the procurement of supplies, equipment, and other services with Federal grant funds.

14. That it is understood and agreed that any assistance granted under this grant agreement will be administered subject to the limitations of Title V of the Housing Act of 1949, as amended, 42 U.S.C 1471, et. seq., and related regulations, and that all rights granted to Rural Development herein or elsewhere may be exercised by it in its sole discretion to carry out the purposes of the assistance, and protect Rural Development's financial interest.

15. That the grantee will adopt a standard of conduct that provides that, if an employee, officer, or agency of the grantee, or such person's immediate family members conducts business with the grantee, the grantee must not:

- (a) Participate in the selection, award, or administration of a contract to such persons for which Federal funds are used;

(b) Knowingly permit the award or administration of the contract to be delivered to such persons or other immediate family members or to any entity (i.e., partnerships, corporations, etc.) in which such persons or their immediate family members have an ownership interest; or

(c) Permit such person to solicit or accept gratuities, favors, or anything of monetary value from landlords or developers of rental or ownership housing projects or any other person receiving HPG assistance.

16. That the grantee will be in compliance with and provide the necessary forms concerning the Debarment and Suspension and the Drug-free Workplace requirements found in §1944.654 of this subpart.

17. That the grantee will comply with the requirements in respect to rental properties and cooperatives (co-ops) and will execute an agreement with the owners or co-op as found in §§1944.662 and 1944.663 of this subpart, specifically:

(a) If the co-op or rental property owner(s) or their successors in interest fail to carry out the requirements of this grant agreement, the ownership agreement, or any requirements noted in this subpart during the applicable period, they shall make a payment to Rural Development in an amount that equals the total amount of the assistance provided by the grantee plus interest thereon (without compounding) for each year and any fraction thereof that the assistance was outstanding. The interest rate shall be that as determined by Rural Development at the time of infraction taking into account the average yield on outstanding marketable long-term obligations of the United States during the month preceding the date on which the assistance was initially made available.

(b) Notwithstanding any other provision of law, any assistance provided shall constitute a debt, which is payable in the case of any failure to carry out the agreement between the grantee and the rental property owner(s) or co-op and shall be secured by the security instruments provided by them to Rural Development.

18. That all requirements of this subpart concerning HPG's will be followed.

PART D Rural Development agrees:

1. That it will assist the grantee, within available appropriations, with such technical and management assistance as needed in coordinating the statement of activities with local officials, comprehensive plans, and any State or area plans for improving housing for very low- and low-income households in the area in which the project or program is located.

2. That at its sole discretion, Rural Development may at any time give any consent, deferment, subordination, release, satisfaction, or termination of any or all of the grantee's grant obligations, with or without valuable consideration, upon such terms and conditions as the grantor may determine to be:

(a) Advisable to further the purposes of the grant or to protect Rural Development's financial interests therein; and

(b) Consistent with the statutory purposes of the grant and the limitations of the statutory authority under which it is made and Rural Development's regulations.

PART E Attachments:

The statement of activities is attached to and made a part of this grant agreement.

This grant agreement is subject to current Rural Development regulations and any future regulations not inconsistent with the express terms hereof. Grantee has caused this grant agreement to be executed by its duly authorized FREEHOLDER DIRECTOR, properly attested to and its corporate seal affixed by its duly authorized CLERK OF THE BOARD.

Attest:

Grantee:

By: _____

ROBERT M. DAMMINGER, FREEHOLDER DIRECTOR
(Title)

Date of Execution of Grant Agreement by Grantee:

United States of America
Rural Development

By: _____

HOWARD HENDERSON, STATE DIRECTOR
(Title)

Date of Execution of Grant Agreement by Rural
Development:

BH

RESOLUTION AUTHORIZING A TWO YEAR CONTRACT WITH CENTRAL POLY CORPORATION TO SUPPLY TRASH BAGS IN AMOUNT NOT TO EXCEED \$25,000.00 PER YEAR WITH THE COUNTY RESERVING EXTENSION OPTIONS

WHEREAS, the County of Gloucester, after due notice and advertisement, received sealed bids for supplying of plastic liners, 15 x 9 x 23 1000 per case 1.5 mil brand approx. 150 Cases, plastic liners, 23 x 17 x 48 100 per case 2.5 mil. brand approx. 500 cases, and large clear plastic liners, 43 x 47 100 per case 2.0 mil brand approx. 100 cases; and

WHEREAS, after following proper public bidding procedure, it was determined that Central Poly Corporation with offices at 2400 Bedle Place, Linden, NJ 07036 was the lowest responsive and responsible bidder to perform said services, in an amount not to exceed \$25,000.00 per year, as more specifically described in the bid specifications PD 012-035; and

WHEREAS, the contract shall be for the purchase of an estimated quantity of products, with a contract amount not to exceed \$25,000.00 per year. The contract is therefore open ended, which does not obligate the County of Gloucester to make any purchase; and, therefore, no Certificate of Availability of Funds is required at this time. Continuation of the contract beyond December 31, 2012 is conditioned upon the approval of the 2013 Gloucester County budget.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the contract for the supply and delivery of trash bags, and in accordance with and pursuant to the bid submitted by Central Poly Corporation and the specifications promulgated by the County, that the Director of the Board and the Clerk of the Board be and are hereby authorized to execute the contract with the above mentioned contractor for the aforementioned purpose on behalf of the County of Gloucester; and

BE IT FURTHER RESOLVED that before any purchase be made pursuant to the within award, a certification must be obtained from the Purchasing Agent of the County of Gloucester certifying that sufficient funds are available at that time for that particular purchase and identifying the line item of the County budget out of which said funds will be paid.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, October 17, 2012 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DI LELLA, CLERK

B4

**CONTRACT BETWEEN
CENTRAL POLY CORPORATION
AND
THE COUNTY OF GLOUCESTER**

THIS CONTRACT is made effective the 17th day of October, 2012 by and between **THE COUNTY OF GLOUCESTER**, a body politic and corporate, with offices in Woodbury, New Jersey, hereinafter referred to as "**County**", and **CENTRAL POLY CORPORATION**, with offices at 2400 Bedle Place, Linden, NJ 07036 hereinafter referred to as "**Vendor**".

RECITALS

WHEREAS, there exists a need for the County to contract for the supply and delivery of trash bags to the County of Gloucester, as set forth in PD 012-035; 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 Vendor do hereby agree as follows:

TERMS OF AGREEMENT

1. **TERMS**. This Contract shall be effective for a period of two (2) years from the date of the award with the County having the option to extend the contract for two (2) one (1) year terms or one (1) two (2) year term.
2. **COMPENSATION**. Vendor shall be compensated pursuant to and subject to all terms and provisions of the specifications identified as PD 012-035, with a contract amount not to exceed \$25,000.00 per year.

It is agreed and understood that this is an open-ended contract; therefore there is no obligation on the part of the County to make any purchase whatsoever. Continuation of the contract after December 31, 2012 is specifically conditioned upon approval of the 2013 Gloucester County Budget.

Vendor shall be paid in accordance with this Contract document upon receipt of an invoice and a properly executed voucher. Each invoice shall contain an itemized, detailed description of all work performed during the billing period. Failure to provide sufficient specificity shall be cause for rejection of the invoice until the necessary details are provided. After approval by County, the payment voucher shall be placed in line for prompt payment.

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

3. **DUTIES OF VENDOR.** The Vendor will supply and deliver all trash bags to the County of Gloucester, which products are identified as plastic liners, 15 x 9 x 23 1000 per case 1.5 mil brand approx. 150 Cases, plastic liners, 23 x 17 x 48 100 per case 2.5 mil. brand approx. 500 cases, and large clear plastic liners, 43 x 47 100 per case 2.0 mil brand approx. 100 cases, for the unit prices set forth in specifications identified as PD 012-035, which is incorporated by reference and made a part of this Contract.

Vendor agrees that it has or will comply with, and where applicable shall continue throughout the period of this Contract to comply with, all of the requirements of the bid documents. Should there occur a conflict between this form of contract and the bid documents, the bid documents shall prevail.

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. Vendor 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. Vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

B. The Vendor or subcontractor, where applicable, will, in all solicitations or advertisements for employees placed by or on behalf of the Vendor, state that all qualified applicants will receive consideration for employment without regard to 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 Vendor'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 Vendor 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 Vendor pursuant to this Contract exceeds Ten Thousand Dollars (\$10,000.00) in a twelve-month period, Vendor will grant to the Department of Health and Human Services and/or the general Accounting Office access to such of Vendor's books, documents, and records as are necessary to verify the nature and extent of costs of services furnished under this Contract. Vendor agrees to grant such access until the expiration of four (4) years after the services are furnished under the contract. In the event that Vendor 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, Vendor 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, Vendor shall provide to County a copy of its current license and permits required to operate in the State of New Jersey, which license and permits shall be in good standing and shall not be subject to any current action to revoke or suspend, and shall remain so throughout the term of this Contract.

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

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

A. Pursuant to the termination provisions set forth in the Bid Specifications identified as PD 012-035, which are specifically referred to and incorporated herein by reference.

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

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

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

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

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

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

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

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

If Vendor is a member of a profession that is subject to suit for professional malpractice, then Vendor shall maintain and continue in full force and effect an insurance policy for professional liability/malpractice with limits of liability acceptable to the County. Vendor shall, simultaneously with the execution of this Contract, and as a condition precedent to its taking

effect, provide to County a copy of a certificate of insurance, verifying that said insurance is and will be in effect during the term of this Contract. The County shall review the certificate for sufficiency and compliance with this paragraph, and approval of said certificate and policy shall be necessary prior to this Contract taking effect. Vendor also hereby agrees to continue said policy in force and effect for the period of the applicable statute of limitations following the termination of this Contract and shall provide the County with copies of certificates of insurance as the certificates may be renewed during that period of time.

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

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

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

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

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

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

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

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

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

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

20. **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.

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

22. **CONTRACT PARTS.** This Contract consists of this document, the specifications identified as PD 012-035, and the bidder's bid package, all of which are referred to and incorporated herein. Should there occur a conflict between this form of contract and the specifications, then this Contract shall prevail. If there should occur a conflict between either this form of Contract or the specifications and the bid package, then this Contract and the specifications shall prevail.

THIS CONTRACT is dated this 17th day of October, 2012

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. DI LELLA, CLERK

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

CENTRAL POLY CORP

BY: _____

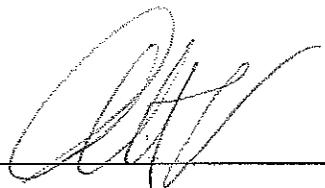
Please Print Name

B4

<p>PD 012-035 Bid Opening 9/25/2012 SPECIFICATIONS FOR THE DELIVERY OF TRASH BAGS FOR THE COUNTY OF GLOUCESTER AND EXISTING UNITS WITHIN THE COUNTY AS ALLOWED THROUGH THE COUNTY CONTRACT PURCHASING SYSTEM NUMBERS CK-01-GC & 16GLCP</p>		<p>Vendor: Central Poly Corp 2400 Bedle Place Linden, NJ 07036 908 862-7570 908 862-9019 Fax Andrew Hoffer</p>	<p>Vendor: Calico Industries 9045 Junction Dr Annapolis Junction, MD 20701 800-638-0828 301-575-0131 Fax Michael Heverly</p>	<p>Vendor: All American Poly 40 Turner Place Piscataway, NJ 08854 732 752-3200 ext 1124 732 752-2305 Fax Zeke Rosenwasser</p>	<p>Vendor: United Sales USA Corp. 250 44th St. 2nd Floor Brooklyn, NY 11232 718 709-5900 718 709-7705 Fax Karen Chyzyk</p>	<p>Vendor: Camden Bag & Paper 114 Gaither Dr Mt. Laurel, NJ 08054 856 727-3313 856 727-4114 Fax Robert Gerber</p>	<p>Vendor: W.B. Mason Co. Inc. 59 Centre St. Brockton MA 02303 888 926-2766 781 935-2865 Fax Stephanie Carroll</p>
<p>ITEM DESCRIPTION</p>							
<p>1 Plastic Liners, 15 X 9 X 23 1000 per case 1.5 Mil Brand Approx 150 cases</p>	<p>\$9.80 per case Central Poly \$1,470.00 Total</p>	<p>\$11.54 per case Calico \$1,731.00 Total</p>	<p>\$32.99 per case All American Poly \$4,948.50 Total</p>	<p>\$39.75 per case Airrite \$5,962.50 Total</p>	<p>\$27.20 per case Fortune \$8,146.50 Total *</p>	<p>\$54.31 per case</p>	
<p>2 Plastic Liners, 23 X 17 X 48 100 per case 2.5 Mil Brand Approx 500 cases</p>	<p>\$13.40 per case Central Poly \$6,700 Total</p>	<p>\$17.34 per case Calico \$8,670.00 Total</p>	<p>\$20.94 per case All American Poly \$10,470.00 Total</p>	<p>\$26.35 per case Airrite \$13,175 Total</p>	<p>\$32.30 per case Fortune \$31.49 per case</p>	<p>\$31.49 per case</p>	
<p>3 Large Clear Plastic Liners, 43 X 47 100 per case 2.0 Mil Brand Approx 100 cases</p>	<p>\$19.20 per case Central Poly \$1,920.00 Total</p>	<p>\$22.33 per case Calico \$2,233.00 Total</p>	<p>\$22.99 per case All American Poly \$2,299.00 Total</p>	<p>\$26.00 per case Airrite \$2,600.00 Total</p>	<p>\$34.80 per case Fortune \$3,396.00 Total ***</p>	<p>\$33.96 per case</p>	
<p>TOTAL for ALL BAGS</p>	<p>\$10,090.00</p>	<p>\$12,634.00</p>	<p>\$17,717.50</p>	<p>\$21,737.50</p>	<p>\$23,710.00</p>	<p>\$27,287.50</p>	
<p>Variations</p>	<p>Stronger Bags \$38.40 - \$5,760.00 \$21.50 - \$10,750 \$26.80 - 2,680.00</p>			<p>Reserve the right to increase 2nd year up to 10% subject to MFRG. increase.</p>		<p>* 30 Cases Min. Order ** 50 Cases Min. Order *** 50 Cases Min. Order Minimum Order 300 Cases Combined</p>	
<p>Delivery</p>	<p>5 to 7 Business Days</p>	<p>21 Days</p>	<p>5 to 20 Days</p>	<p>7 Days</p>		<p>20 Days</p>	
<p>Will you extend your prices to local government entities within the County</p>	<p>No Answer</p>	<p>YES</p>	<p>YES</p>	<p>YES</p>		<p>YES</p>	
<p>THIS IS A TWO (2) YEAR CONTRACT WITH ONE (1) TWO YEAR EXTENSION OR TWO (2) ONE YEAR EXTENSIONS</p>							
<p>Bid specifications sent to:</p>	<p>Unipack Corp</p>	<p>Star Poly Bag</p>	<p>Midvale paper Box</p>	<p>Prime Vendor</p>			
<p>Based upon the bids received, I recommend that the using department review the bids and make an award to the lowest responsive, responsible bidder.</p>							
		<p>Sincerely,</p>					
		<p>Robert J. McErlane Assist. Purchasing Agent</p>					

B4

SIGNATURE PAGE

SIGNED: 

COMPANY: CENTRAL POLY CORP.

NAME: Andrew Loffler
(PRINTED OR TYPED)

ADDRESS: 2400 BEDLE PLACE
LINDEN NJ 07036

TITLE: President

TELE #: 908 802 7570

DATE: 9/19/12

FAX #: 908 802 9019

TO THE BOARD OF CHOSEN FREEHOLDERS
OF THE COUNTY OF GLOUCESTER

GENTLEMEN:

THE UNDERSIGNED HEREBY DECLARES THAT HE/SHE HAS CAREFULLY EXAMINED THE SPECIFICATIONS AND PROPOSAL FORM FOR THE BELOW TRASH BAGS, FOR WHICH BIDS WILL BE OPENED AND READ IN PUBLIC ON THE DATE ADVERTISED IN THE NEWSPAPER IN THE PURCHASING DEPARTMENT, 2nd FLOOR, COUNTY ADMINISTRATION BUILDING, 2 SOUTH BROAD STREET, WOODBURY, NJ 08096.

THE BIDDER FURTHER DECLARES THAT HE/SHE WILL CONTRACT WITH THE COUNTY OF GLOUCESTER TO FURNISH THE REQUIRED ITEM IN ACCORDANCE WITH THE PRESCRIBED SPECIFICATIONS AT THE PRICES OFFERED BELOW.

ITEM	DESCRIPTION	EST. QTY.	UNIT PRICE	TOTAL
1.	PLASTIC LINERS, 15X9X23, 1000/CASE 1.5Mil BRAND PROPOSED: <u>Central Poly</u>	150 CASES	<u>\$9.80</u>	<u>\$1470⁰⁰</u>
2.	PLASTIC LINERS, 23X17X48, HEAVY DUTY 2.5 Mil, 100/CASE BRAND PROPOSED: <u>Central Poly</u>	500 CASES	<u>\$13.40</u>	<u>\$6700⁰⁰</u>
3.	LARGE "CLEAR" TRASH BAGS 43X47 100 PER CASE 2.0 Mil 100 cases BRAND PROPOSED <u>Central Poly</u>		<u>\$19.20</u>	<u>\$1920⁰⁰</u>

DELIVERY: 5-7 ^{BUS.} DAYS ARO

CENTRAL POLY CORP.
2400 BEDLE PLACE
LINDEN NJ 07036

VARIATIONS: Please see attached letter

A

TO THE BOARD OF CHOSEN FREEHOLDERS
OF THE COUNTY OF GLOUCESTER

GENTLEMEN:

THE UNDERSIGNED HEREBY DECLARES THAT HE/SHE HAS CAREFULLY EXAMINED THE SPECIFICATIONS AND PROPOSAL FORM FOR THE BELOW TRASH BAGS, FOR WHICH BIDS WILL BE OPENED AND READ IN PUBLIC ON THE DATE ADVERTISED IN THE NEWSPAPER IN THE PURCHASING DEPARTMENT, 2nd FLOOR, COUNTY ADMINISTRATION BUILDING, 2 SOUTH BROAD STREET, WOODBURY, NJ 08096.

THE BIDDER FURTHER DECLARES THAT HE/SHE WILL CONTRACT WITH THE COUNTY OF GLOUCESTER TO FURNISH THE REQUIRED ITEM IN ACCORDANCE WITH THE PRESCRIBED SPECIFICATIONS AT THE PRICES OFFERED BELOW.

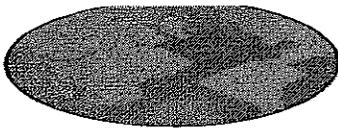
ITEM	DESCRIPTION	EST. QTY.	UNIT PRICE	TOTAL
1.	PLASTIC LINERS, 15X9X23, 1000/CASE 1.5Mil BRAND PROPOSED: <u>Central Poly</u>	150 CASES	\$ <u>38.40</u>	\$ <u>5760⁰⁰</u>
2.	PLASTIC LINERS, 23X17X48, HEAVY DUTY 2.5 Mil, 100/CASE BRAND PROPOSED: <u>Central Poly</u>	500 CASES	\$ <u>21.50</u>	\$ <u>10,750⁰⁰</u>
3.	LARGE "CLEAR" TRASH BAGS 43X47 100 PER CASE 2.0 Mil 100 cases BRAND PROPOSED <u>Central Poly</u>		\$ <u>26.80</u>	\$ <u>2680⁰⁰</u>

DELIVERY: 5-7 ^{BUS} DAYS ARO

CENTRAL POLY CORP.
2400 BEDLE PLACE
LINDEN NJ 07036

VARIATIONS: Please see attached letter

B



CENTRAL POLY CORPORATION

Manufacturers of Polyethylene Films, Bags, Drum Liners, Box Liners & Specialties
Nation Wide

2400 Bedle Place
Linden, NJ 07036
(908) 862-7570
Fax (908) 862-9019
Email: bids@centralpoly.com

9/20/2012

County of Gloucester
Purchasing Department
2 South Broad Street
Woodbury, NJ 08096

Ref# Sealed Bid: PD-012-035/Plastic Trash Bags
Bid Due: 09-25-2012 @ 10:00am
Our Reference# 110038

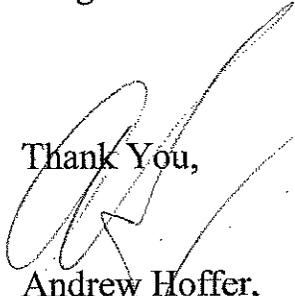
Please be advised Central Poly Corporation has submitted multiple prices for the above reference bid on item number twenty three.

Attached we have submitted samples to show different type of material and strength of the alternate Poly bags this is for you to choose which Poly Bag would be most appropriate for your facilities. Page and samples are marked as follow (A) price sheet and sample are marked (A), and item (B) is a stronger bag and a sample and price sheet are marked (B).

If you need any further information please feel free to contact us at the above reference number.

Central Poly Corporation is looking forward in doing business with your facilities.

Thank You,


Andrew Hoffer,
President

B4

SIGNATURE PAGE

SIGNED:  _____

COMPANY: Calico Industries, Inc.

NAME: Michael L. Haverly
(PRINTED OR TYPED)

ADDRESS: 9045 Junction Drive
Annapolis Junction, MD 20701-2005

TITLE: Sr. Director Bids/Contracts

TELE #: 800-638-0828

DATE: 9/21/12

FAX #: 301-575-0131

TO THE BOARD OF CHOSEN FREEHOLDERS
OF THE COUNTY OF GLOUCESTER .

GENTLEMEN:

THE UNDERSIGNED HEREBY DECLARES THAT HE/SHE HAS CAREFULLY EXAMINED THE SPECIFICATIONS AND PROPOSAL FORM FOR THE BELOW TRASH BAGS, FOR WHICH BIDS WILL BE OPENED AND READ IN PUBLIC ON THE DATE ADVERTISED IN THE NEWSPAPER IN THE PURCHASING DEPARTMENT, 2nd FLOOR, COUNTY ADMINISTRATION BUILDING, 2 SOUTH BROAD STREET, WOODBURY, NJ 08096.

THE BIDDER FURTHER DECLARES THAT HE/SHE WILL CONTRACT WITH THE COUNTY OF GLOUCESTER TO FURNISH THE REQUIRED ITEM IN ACCORDANCE WITH THE PRESCRIBED SPECIFICATIONS AT THE PRICES OFFERED BELOW.

ITEM	DESCRIPTION	EST. QTY.	UNIT PRICE	TOTAL
1.	PLASTIC LINERS, 15X9X23, 1000/CASE 1.5Mil BRAND PROPOSED: <u>Calico 9970001</u> 150 CASES \$ <u>11.54</u> \$ <u>1,731.00</u> *Sample sent* *Bid as sample*			
2.	PLASTIC LINERS, 23X17X48, HEAVY DUTY 2.5 Mil, 100/CASE BRAND PROPOSED: <u>Calico 9910436</u> 500 CASES \$ <u>17.34</u> \$ <u>8,670.00</u> *Sample sent* *Bid as sample*			
3.	LARGE "CLEAR" TRASH BAGS 43X47 100 PER CASE 2.0 Mil 100 cases BRAND PROPOSED <u>Calico 9910941</u> \$ <u>22.33</u> \$ <u>2,233.00</u> *Sample sent* *Bid as sample*			

DELIVERY: 21 DAYS ARO

VARIATIONS: None

B21

SIGNATURE PAGE

SIGNED: 

COMPANY: ALL AMERICAN POLY

NAME: ZEKE ROSENWASSER
BID DIRECTOR
(PRINTED OR TYPED)

ADDRESS: 40 TURNER PLACE
PISCATAWAY, NJ 08854

TITLE: ZEKE ROSENWASSER
BID DIRECTOR

TELE #: 732-752-3200 ext 1124

DATE: 9/20/12

FAX #: FAX# 732-752-2305

TO THE BOARD OF CHOSEN FREEHOLDERS
OF THE COUNTY OF GLOUCESTER

GENTLEMEN:

THE UNDERSIGNED HEREBY DECLARES THAT HE/SHE HAS CAREFULLY EXAMINED THE SPECIFICATIONS AND PROPOSAL FORM FOR THE BELOW TRASH BAGS, FOR WHICH BIDS WILL BE OPENED AND READ IN PUBLIC ON THE DATE ADVERTISED IN THE NEWSPAPER IN THE PURCHASING DEPARTMENT, 2nd FLOOR, COUNTY ADMINISTRATION BUILDING, 2 SOUTH BROAD STREET, WOODBURY, NJ 08096.

THE BIDDER FURTHER DECLARES THAT HE/SHE WILL CONTRACT WITH THE COUNTY OF GLOUCESTER TO FURNISH THE REQUIRED ITEM IN ACCORDANCE WITH THE PRESCRIBED SPECIFICATIONS AT THE PRICES OFFERED BELOW.

ITEM	DESCRIPTION	EST. QTY.	UNIT PRICE	TOTAL
1.	PLASTIC LINERS, 15X9X23, 1000/CASE 1.5Mil BRAND PROPOSED: <u>ALL AMERICAN POLY</u>	150 CASES	<u>\$32.99</u>	<u>\$4,948.50</u>
2.	PLASTIC LINERS, 23X17X48, HEAVY DUTY 2.5 Mil, 100/CASE BRAND PROPOSED: <u>ALL AMERICAN POLY</u>	500 CASES	<u>\$20.94</u>	<u>\$10,470.00</u>
3.	LARGE "CLEAR" TRASH BAGS 43X47 100 PER CASE 2.0 Mil 100 cases BRAND PROPOSED <u>ALL AMERICAN POLY</u>		<u>\$22.99</u>	<u>\$2,299.00</u>

DELIVERY: 5-20 DAYS ARO

VARIATIONS: None

B4

SIGNATURE PAGE

SIGNED: 

COMPANY: United Sales USA Corp.

NAME: Karen Chyzhyk
(PRINTED OR TYPED)

ADDRESS: 250 44th Street, 2nd floor
Brooklyn, NY 11232

TITLE: Bid Director

TELE #: 718-709-5900

DATE: 9/13/2012

FAX #: 718-709-7705

TO THE BOARD OF CHOSEN FREEHOLDERS
OF THE COUNTY OF GLOUCESTER

GENTLEMEN:

THE UNDERSIGNED HEREBY DECLARES THAT HE/SHE HAS CAREFULLY EXAMINED THE SPECIFICATIONS AND PROPOSAL FORM FOR THE BELOW TRASH BAGS, FOR WHICH BIDS WILL BE OPENED AND READ IN PUBLIC ON THE DATE ADVERTISED IN THE NEWSPAPER IN THE PURCHASING DEPARTMENT, 2nd FLOOR, COUNTY ADMINISTRATION BUILDING, 2 SOUTH BROAD STREET, WOODBURY, NJ 08096.

THE BIDDER FURTHER DECLARES THAT HE/SHE WILL CONTRACT WITH THE COUNTY OF GLOUCESTER TO FURNISH THE REQUIRED ITEM IN ACCORDANCE WITH THE PRESCRIBED SPECIFICATIONS AT THE PRICES OFFERED BELOW.

ITEM	DESCRIPTION	EST. QTY.	UNIT PRICE	TOTAL	
1.	PLASTIC LINERS, 15X9X23, 1000/CASE 1.5Mil BRAND PROPOSED: <u>Alrite Packaging Inc.</u>	50 CASES	39.75 \$ _____	5,962.50 \$ _____	BLACK
2.	PLASTIC LINERS, 23X17X48, HEAVY DUTY 2.5 Mil, 100/CASE BRAND PROPOSED: <u>Alrite Packaging Inc.</u>	500 CASES	26.35 \$ _____	13,175.00 \$ _____	BLACK
3.	LARGE "CLEAR" TRASH BAGS 43X47 100 PER CASE 2.0 Mil BRAND PROPOSED: <u>Alrite Packaging Inc.</u>	100 cases	26.00 \$ _____	2,600 \$ _____	CLEAR

DELIVERY: 7 DAYS ARO

"RESERVED THE RIGHT TO INCREASE 2ND YEAR UP TO 10% , SUBJECT TO MFRG: INCREASE"

VARIATIONS: _____

B4

SIGNATURE PAGE

SIGNED: Robert Gerber COMPANY: Camden Bag & Paper Co LLC
NAME: Robert Gerber ADDRESS: 114 Coarther Drive
(PRINTED OR TYPED) Mt. Laurel NJ 08054
TITLE: Vice President TELE #: 856-727-3313
DATE: 9-24-2012 FAX #: 856-727-4114

TO THE BOARD OF CHOSEN FREEHOLDERS
OF THE COUNTY OF GLOUCESTER

GENTLEMEN:

THE UNDERSIGNED HEREBY DECLARES THAT HE/SHE HAS CAREFULLY EXAMINED THE SPECIFICATIONS AND PROPOSAL FORM FOR THE BELOW TRASH BAGS, FOR WHICH BIDS WILL BE OPENED AND READ IN PUBLIC ON THE DATE ADVERTISED IN THE NEWSPAPER IN THE PURCHASING DEPARTMENT, 2nd FLOOR, COUNTY ADMINISTRATION BUILDING, 2 SOUTH BROAD STREET, WOODBURY, NJ 08096.

THE BIDDER FURTHER DECLARES THAT HE/SHE WILL CONTRACT WITH THE COUNTY OF GLOUCESTER TO FURNISH THE REQUIRED ITEM IN ACCORDANCE WITH THE PRESCRIBED SPECIFICATIONS AT THE PRICES OFFERED BELOW.

ITEM	DESCRIPTION	EST. QTY.	UNIT PRICE	TOTAL
1.	PLASTIC LINERS, 15X9X23, ⁵⁰⁰ 1000/CASE 1.5Mil BRAND PROPOSED: _____	150 CASES	\$ <u>27.20</u>	\$ <u>4080.00</u>
2.	PLASTIC LINERS, 23X17X48, HEAVY DUTY 2.5 Mil, 100/CASE BRAND PROPOSED: _____	500 CASES	\$ <u>32.30</u>	\$ <u>16150.00</u>
3.	LARGE "CLEAR" TRASH BAGS 43X47 100 PER CASE 2.0 Mil 100 cases BRAND PROPOSED _____		\$ <u>34.80</u>	\$ <u>3480.00</u>

DELIVERY: 21 DAYS ARO

VARIATIONS: _____

B4

SIGNATURE PAGE

SIGNED: Stephanie Carroll

COMPANY: W.B. Mason Co., Inc

NAME: Stephanie Carroll
(PRINTED OR TYPED)

ADDRESS: 59 Centre St.
Brockton, MA 02303

TITLE: Contract Manager

TELE #: 888-926-2766

DATE: 9/20/12

FAX #: 781-935-2865

TO THE BOARD OF CHOSEN FREEHOLDERS
OF THE COUNTY OF GLOUCESTER

GENTLEMEN:

THE UNDERSIGNED HEREBY DECLARES THAT HE/SHE HAS CAREFULLY EXAMINED THE SPECIFICATIONS AND PROPOSAL FORM FOR THE BELOW TRASH BAGS, FOR WHICH BIDS WILL BE OPENED AND READ IN PUBLIC ON THE DATE ADVERTISED IN THE NEWSPAPER IN THE PURCHASING DEPARTMENT, 2nd FLOOR, COUNTY ADMINISTRATION BUILDING, 2 SOUTH BROAD STREET, WOODBURY, NJ 08096.

THE BIDDER FURTHER DECLARES THAT HE/SHE WILL CONTRACT WITH THE COUNTY OF GLOUCESTER TO FURNISH THE REQUIRED ITEM IN ACCORDANCE WITH THE PRESCRIBED SPECIFICATIONS AT THE PRICES OFFERED BELOW.

ITEM	DESCRIPTION	EST. QTY.	UNIT PRICE	TOTAL
1.	PLASTIC LINERS, 15X9X23, 1000/CASE 1.5Mil BRAND PROPOSED: <u>Fortune</u>	150 CASES	\$ <u>54.31</u>	\$ <u>8,146.50</u> Order Minimum: <u>30</u> Cases
2.	PLASTIC LINERS, 23X17X48, HEAVY DUTY 2.5 Mil, 100/CASE BRAND PROPOSED: <u>Fortune</u>	500 CASES	\$ <u>31.49</u>	\$ <u>15,745.00</u> Order Minimum: <u>50</u> Cases
3.	LARGE "CLEAR" TRASH BAGS 43X47 100 PER CASE 2.0 Mil 100 cases BRAND PROPOSED <u>Fortune</u>		\$ <u>33.96</u>	\$ <u>3,396.00</u> Order Minimum: <u>56</u> Cases

DELIVERY: 20 DAYS ARO

VARIATIONS: Minimum order - 300 cases combined

C1

RESOLUTION AUTHORIZING APPLICATION FOR CONTINUATION OF FUNDING UNDER THE COUNTY ENVIRONMENTAL HEALTH ACT GRANT FOR CALENDER YEAR 2013

WHEREAS, the Department of Health, Senior, and Disability Services has made an application to the State of New Jersey Department of Local Environmental Management for County Environmental Health Act (CEHA) continuation of funding for the calendar year 2013; and

WHEREAS, the Department of Health and Senior Services requests that the Freeholder Board authorize the Freeholder Director to sign all documents pertaining to the 2013 County Environmental Health Act (CEHA) Grant; and

WHEREAS, the County's Department of Health, Senior and Disability Services reviews all data supplied or to be supplied in the application renewal and in its attachments, and certifies to the Board of Chosen Freeholders of the County that all data contained in the application and in its attachments is true and correct; and

WHEREAS, the County's Department of Health, Senior, and Disability Services has submitted the grant application to the County's Department of Human Services for review, and said agency has approved said application, and the Board of Chosen Freeholders of the County understands and agrees that any grant received as a result of the application renewal will be subject to the grant conditions and other policies, regulations and rules issued for the administration of grant projects; and

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

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that the Director of the Board of Chosen Freeholders is hereby authorized to sign any and all documents for the continuation of the County Environmental Health Act Funding (CEHA) for the calendar year 2013; and

BE IT FURTHER RESOLVED that 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 Gloucester County Board of Chosen Freeholders held on Wednesday, October 17, 2012 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK



C

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

www.gloucestercountynj.gov

TO: Karen Christina

DEPARTMENT: Health & Senior Services

GRANT TITLE: County Environmental Health Act

DATE: October 4, 2012

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: Lisa Cerny (CR-2)
Grants Coordinator

FREEHOLDER MEETING: October 17, 2012

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

Time of Request: Monday, September 10, 2012 11:51:54 EST
Client ID/Project Name:
Number of Lines: 53
Job Number: 1826:369183262

Research Information

Service: Terms and Connectors Search
Print Request: Current Document: 21
Source: NJ - New Jersey Register
Search Terms: date(geq (09/04/2012) and leq (09/04/2012))

Send to: LEXIS, NJ OAL WEBSITE
NJ OAL WEBSITE
9443 SPRINGBORO PIKE
MIAMISBURG, OH 45342-4425



21 of 30 DOCUMENTS

NEW JERSEY REGISTER
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VOLUME 44, ISSUE 17

ISSUE DATE: SEPTEMBER 4, 2012

PUBLIC NOTICES

**ENVIRONMENTAL PROTECTION
COMPLIANCE AND ENFORCEMENT
OFFICE OF LOCAL ENVIRONMENTAL MANAGEMENT**

44 N.J.R. 2206(a)

Notice of Availability of Grants

County Environmental Health Act Activities

Take notice that the Department of Environmental Protection (Department), in accordance with *N.J.S.A. 52:14-34.4*, hereby publishes notice of the availability of the following grant for calendar year 2013:

Name of grant program: County Environmental Health Act (CEHA) Program.

Purpose for which the grant program funds will be used: To support environmental health services undertaken by certified local health agencies on behalf of the Department of Environmental Protection pursuant to the County Environmental Health Act, *N.J.S.A. 26:3A-21 et seq.* (the Act).

Amount of money in the grant program: The sum of \$ 2,700,000 from a State appropriation is currently available for grants. Additional funding may be added if it becomes available to support the CEHA program in 2013. Interested persons should contact the person identified in this notice to receive further information.

Eligible applicants must comply with the following requirements:

1. Applicants *must* be certified local health agencies pursuant to the Act; and
2. General and specific grant compliance requirements issued by the granting agency, including:
 - a. Compliance with CEHA grant application procedures;

- b. Execution of the CEHA grant agreement;
- c. Submittal of a Governing Body Resolution which identifies the individual authorized to enter into the annual CEHA grant agreement, and further agrees to match the CEHA grant award up to a specific dollar amount;
- d. Submittal of Subcontractor Certifications, if applicable; and
- e. Submittal of a Certificate of Insurance.

Procedures for eligible applicants to apply for grant funds: Completion of the County Environmental Health Act 2013 Grant Application which is available through the program office.

For information contact:

Trish Conti
New Jersey Department of Environmental Protection
Air and Hazardous Materials Enforcement
Bureau of Local Environmental Management
Mail Code 401-04N
P.O. Box 420
Trenton, New Jersey 08625-0420
(609) 292-1305

Deadline by which application must be submitted: Applications must be submitted by October 15, 2012.

Date by which applicants shall be notified: Applicants will be notified by December 15, 2012.

DI

**RESOLUTION AUTHORIZING THE ACCEPTANCE OF THE FFY 2012
HOMELAND SECURITY GRANT PROGRAM FROM THE NEW JERSEY OFFICE OF
HOMELAND SECURITY AND PREPAREDNESS IN THE TOTAL AMOUNT OF
\$175,399.76, WITH A FUNDING PERIOD FROM SEPTEMBER 1, 2012 TO AUGUST 31,
2014 WHICH WILL PROVIDE FUNDS FOR BUILDING AND SUSTAINING
NATIONAL PREPAREDNESS**

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 FFY12 Homeland Security Grant a total amount of \$175,399.76; and

WHEREAS, the funding period for this FFY12 Homeland Security Grant will be from September 1, 2012 to August 31, 2014 and the extension of the funding period will be on a case to case basis.

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

- 1) That acceptance of the FFY 2012 Homeland Security Grant Program in the amount of \$175,399.76 for a funding period from September 1, 2012 to August 31, 2014 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 FFY12 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 October 17, 2012 in Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ATTEST:

ROBERT M. DAMMINGER, DIRECTOR

ROBERT N. DILELLA, CLERK



DI

BOARD OF
CHOSEN FREEHOLDERS

COUNTY OF GLOUCESTER
STATE OF NEW JERSEY

FREEHOLDER DIRECTOR
Robert M. Damming

FREEHOLDER LIAISON
Vincent H. Nestore Jr.

TO: Jack DeAngelo

DEPARTMENT: Emergency Response

GRANT TITLE: FFY12 Homeland Security Grant Program

DATE: October 4, 2012



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

www.gloucestercountynj.gov

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: Lisa Cerny (C12)
Grants Coordinator

FREEHOLDER MEETING: October 17, 2012

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

STATE OF NEW JERSEY FEDERAL GRANT AGREEMENT

Office of Homeland Security and Preparedness and

County of Gloucester (Subgrantee)

GENERAL

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- M. 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 **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"). The Subgrantee is being awarded **\$175,399.76** of **FY12 State Homeland Security Program** (Award No. EMW-2012-SS-00173, CFDA No. 97.073, Period of Performance: 9/1/12 to 8/31/14) to implement the projects within their approved Spending Plan Template and Annex.

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. 11-18-OMB Capital Assets: <http://www.state.nj.us/infobank/circular/cir1118b.pdf>
 - d. Department of Treasury Equipment Inventory Process, Circular No. 11-19-OMB Asset Inventory Requirements: <http://www.state.nj.us/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 federal NIMS compliance requirements, to include NIMSCAST reporting requirements, Homeland Security Presidential Directive No. 5: www.fas.org/IRP/offdocs/NSPD/HSPD-5.html and NIMS objectives: <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., or other applicable law. 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 VI of this Grant 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 grant liaison 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 approved spending plan.

- 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). Attachments F through L 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) ; Information Technology Projects (Attachment J); Protocol for Processing and Issuing I.D. Cards (Attachment K); and OHSP Special Conditions for HSGP-Funded Exercise Salary Reimbursements (Attachment L). Attachment M is only utilized when seeking an extension of the period of performance.
- 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.

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. The OHSP will not take any action on or process any reimbursement request that is more than twelve (12) months past the documented date the Subgrantee paid their vendor for the good or service for which the Subgrantee is seeking reimbursement.

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

- B. No expenditures made prior to the start date of the period of performance of the specific grant, for which this Grant Agreement has been prepared, shall be eligible for reimbursement from the Subgrantee's allocation.
- C. Agencies seeking reimbursement for an approved acquisition shall follow the Reimbursement Process Guidelines contained within OHSP's grant and year specific Spending Plan Guidelines posted on the OHSP Website at <http://www.njhomelandsecurity.gov/grants-main1.html>.

NOTE: Equipment, purchased with HSGP funding, that meets the requirements for entry into the State's Resource Directory Data Base (RDDB) must be properly entered once deployed and made operational. The RDDB is maintained by the New Jersey Division of State Police Recovery Bureau, Public Assistance/Support Services Unit, (609) 963-6996.

- 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. Violations under this act could result in a prison term of up to 20 years, and a fine of up to \$500,000, under N.J.S.A. 2C:30-8.

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 in accordance with DHS/FEMA policy.
- C. Attached as Attachment L to this Grant Agreement is the OHSP Grant Extension Request Form with directions. The request must be submitted ninety (90) days prior to the expiration date of the performance period.

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 information on-line 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.

The recipient's property management standards for equipment acquired with federal funds and federally owned equipment shall include all of the following.

1. Equipment records shall be maintained accurately and shall include the following information.
 - a. A description of the equipment.
 - b. Manufacturer's serial number, model number, federal stock number, national stock number or other identification number.
 - c. Source of the equipment, including the award number.
 - d. Whether title vests in the recipient or the federal government.
 - e. Acquisition date (or date received, if the equipment was furnished by the federal government) and cost.
 - f. 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).
 - g. Location and condition of the equipment and the date the information was reported.
 - h. Unit acquisition cost.
 - i. 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.
2. Equipment owned by the federal government shall be identified to indicate federal ownership.
3. 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. General - A state shall follow the same policies and procedures it uses for procurement from its non-federal funds. The state shall ensure that every purchase order or other contract includes any clauses required by federal statutes and executive orders and their implementing regulations. Subrecipients of states shall follow the procurement requirements imposed upon them by the states. Other recipients and subrecipients will follow the appropriate OMB Circular (OMB Circular A-110 or OMB Circular A-102).
- B. Standards - Recipients and subrecipients shall use their own procurement procedures and regulations, provided that the procurement conforms to applicable federal law and standards.
- C. Adequate Competition - All procurement transactions, whether negotiated or competitively bid and without regard to dollar value, shall be conducted in a manner so as to provide maximum open and free competition. All sole-source procurements in excess of \$100,000 must receive prior written approval of the awarding agency. Interagency agreements between units of government are excluded from this provision.
- D. Non-competitive Practices - The recipient/subrecipient shall be alert to organizational conflicts of interest or non-competitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. Contractors that develop or draft specifications, requirements, statements of work, and/or Requests for Proposals (RFP) for a proposed procurement shall be excluded from bidding or submitting a proposal to compete for the award of such procurement. Any request for exemption must be submitted in writing to the awarding agency.
- E. Sole Source Procurement (Non-Competitive) - All non-state procurement transactions shall be conducted in such a manner that provides, to the maximum extent practical, open and free competition. However, should a recipient elect to award a contract without competition, sole source justification may be necessary. Justification must be provided for non-competitive procurement and should include a description of the program and what is being contracted for, an explanation of why it is necessary to contract noncompetitively, time constraints and any other pertinent information. FEMA will approve sole-source procurements for direct recipients only. Subrecipients must obtain approval from OHSP. If the primary recipient's regulations require approval at a lower dollar threshold than identified above, the subrecipient should abide by the primary recipient's requirements.

- F. As per 44 CFR Part 13.36, when procuring property and services under a grant, a state will follow the same policies and procedures it uses for procurements from its non-federal funds. The state will ensure that every purchase order or other contract includes any clauses required by federal statutes and executive orders and their implementing regulations. Other grantees and subgrantees will follow 44 CFR Part 13.36 paragraphs (b) through (i).
- G. Purchasing equipment, goods and services under this grant is the responsibility of the Subgrantee, unless other arrangements have been authorized in writing.
- H. 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.
- I. 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 OHSP's 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 least one person experienced in the proper input of data into the GTS system. Training is available through OHSP and will be provided by Ms. Melissa Barnes (609-584-4088), OHSP GTS Administrator.
 3. Subgrantee will use GTS to budget all items, upload purchase orders, invoices and proof of payment, as well as record the dates grant items are invoiced.
 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 Grant Agreement shall be September 1, 2012, and it shall expire at midnight

August 31, 2014. Key milestone performance dates are as follows:

August 31, 2013: Midterm financial and programmatic review, at least fifty percent (50%) of the award should be legally/contractually obligated.

January 31, 2014: All awarded fund shall be legally/contractually obligated.

August 31, 2014: All reimbursement requests shall be submitted. (Reimbursement requests may be submitted at any time during the period of performance.)

IN WITNESS WHEREOF, the parties have caused this Grant Agreement to be executed as follows:

FOR THE SUBGRANTEE:

COUNTY OF GLOUCESTER

Date: _____

WITNESS:

Date: _____

FOR THE OFFICE OF HOMELAND
SECURITY AND PREPAREDNESS:

Edward Dickson
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. Damminger, Freeholder Director
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. § 794); 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.



U.S. Department of Homeland Security
Washington, D.C. 20472

AGREEMENT ARTICLES
Homeland Security Grant Program

GRANTEE: New Jersey Office of Homeland Security
and Preparedness
PROGRAM: Homeland Security Grant Program
AGREEMENT NUMBER: EMW-2012-SS-00173-S01

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Article I - Fusion Center Investment - SHSP

A program hold is placed on Investment 3 and the grantee is prohibited from obligating, expending, or drawing down SHSP funds in the amount of \$1,282,525 in support of their State and/or Major Urban Area Fusion Center. In order to release this hold, the grantee is required to submit the supplemental Fusion Center Investment Justification Addendum as required by the FY 2012 HSGP Funding Opportunity Announcement (FOA). Please contact your FEMA GPD Headquarters Program Analyst to receive a copy of this addendum, and to receive further guidance on the steps required to release this hold.

Article II - Fusion Center Investment - UASI

A program hold is placed on Investment 3 and the grantee is prohibited from obligating, expending, or drawing down UASI funds in the amount of \$2,659,075 in support of their Major Urban Area Fusion Center. In order to release this hold, the grantee is required to submit the supplemental Fusion Center Investment Justification Addendum as required by the FY 2012 HSGP Funding Opportunity Announcement (FOA). Please contact your FEMA GPD Headquarters Program Analyst to receive a copy of this addendum, and to receive further guidance on the steps required to release this hold.

Article III - HSGP

The FY 2012 Homeland Security Grant Program (HSGP) funding plays an important role in the implementation of Presidential Policy Directive – 8 (PPD-8) by supporting the development and sustainment of core capabilities to fulfill the National Preparedness Goal (NPG). HSGP funding shall be used for costs related to the planning, organization, equipment, training, and exercise needs that prevent, protect against, mitigate, respond to, and recover from acts of terrorism and other catastrophic events. The HSGP consists of the State Homeland Security Program (SHSP) in the amount of \$6,230,200 and the Urban Areas Security Initiative (UASI) in the amount of \$21,663,035. Together, these programs provide an integrated mechanism that builds and sustains core capabilities to support the Nation's Preparedness against terrorist attacks, major disasters and other emergencies.

Article IV - Administrative Requirements

The administrative requirements that apply to most DHS award recipients through a grant or cooperative agreement arise from two sources: - Office of Management and Budget (OMB) Circular A-102, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments (also known as the "A-102 Common Rule"), found under FEMA regulations at Title 44, Code of Federal Regulations (CFR) Part 13, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments." - OMB Circular A-110, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations, relocated to 2 CFR Part 215. The requirements for allowable costs/cost principles are contained in the A-102 Common Rule, OMB Circular A-110 (2 CFR § 215.27), DHS program legislation, Federal awarding agency regulations, and the terms and conditions of the award. The four costs principles circulars are as follows: - OMB Circular A-21, Cost Principles for Educational Institutions, relocated to 2 CFR Part 220. - OMB Circular A-87, Cost Principles for State, Local, and Indian Tribal Governments, relocated to 2 CFR Part 225. - OMB Circular A-122, Cost Principles for Non-Profit Organizations, relocated to 2 CFR Part 230. - OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations.

Article V - DHS Specific Acknowledgements and Assurances

All recipients of financial assistance must acknowledge and agree-and require any subrecipients, contractors, successors, transferees, and assignees acknowledge and agree-to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. 1. Recipients must cooperate with any compliance review or complaint investigation conducted by DHS. 2. Recipients must give DHS access to and the right to examine and copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance. 3. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports. 4. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance. 5. If, during the past three years, the recipient has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, the recipient must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS awarding office and the DHS Office of Civil Rights and Civil Liberties. 6. In the event any court or administrative agency makes a finding of discrimination on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status against the recipient, or the recipient settles a case or matter alleging such discrimination, recipients must forward a copy of the complaint and findings to the DHS Component and/or awarding office. The United States has the right to seek judicial enforcement of these obligations.

Article VI - Lobbying Prohibitions

None of the funds provided under an award may be expended by the recipient to pay any person to influence, or attempt 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 any Federal action concerning the award or renewal of any Federal contract, grant, loan, cooperative agreement. These lobbying prohibitions can be found at 31 U.S.C. § 1352.

Article VII - Acknowledgement of Federal Funding from DHS

All recipients of financial assistance will comply with requirements to acknowledge Federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.

Article VIII - Copyright

All recipients of financial assistance will comply with requirements that publications or other exercise of copyright for any work first produced under Federal financial assistance awards hereto related unless the work includes any information that is otherwise controlled by the Government (e.g., classified information or other information subject to national security or export control laws or regulations). For any scientific, technical, or other copyright work based on or containing data first produced under this award, including those works published in academic, technical or professional journals, symposia proceedings, or similar works, the recipient grants the Government a royalty-free, nonexclusive and irrevocable license to reproduce, display, distribute copies, perform, disseminate, or prepare derivative works, and to authorize others to do so, for Government purposes in all such copyrighted works. The recipient shall affix the applicable copyright notices of 17 U.S.C. § 401 or 402 and an acknowledgement of Government sponsorship (including award number) to any work first produced under an award.

Article IX - Use of DHS Seal, Logo and Flags

All recipients of financial assistance must obtain DHS's approval prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

Article X - Activities Conducted Abroad

All recipients of financial assistance will comply with the requirements that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

Article XI - Fly America Act of 1974

All recipients of financial assistance will comply with the requirements of the Preference for U.S. Flag Air Carriers: Travel supported by U.S. Government funds requirement, which states preference for the use of U.S. flag air carriers (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such

service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B138942.

Article XII - GPD - Drug-Free Workplace Regulations

All recipients of financial assistance will comply with the requirements of the Drug-Free Workplace Act of 1988 (41 U.S.C. § 701 et seq.), which requires that all organizations receiving grants from any Federal agency agree to maintain a drug-free workplace. The recipient must notify the awarding office if an employee of the recipient is convicted of violating a criminal drug statute. Failure to comply with these requirements may be cause for debarment. These regulations are codified at 2 CFR 3001.

Article XIII - GPD - Trafficking Victims Protection Act of 2000

All recipients of financial assistance will comply with the requirements of the government-wide award term which implements Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. § 7104), located at 2 CFR Part 175. This is implemented in accordance with OMB Interim Final Guidance, Federal Register, Volume 72, No. 218, November 13, 2007. In accordance with the statutory requirement, in each agency award under which funding is provided to a private entity, Section 106(g) of the TVPA, as amended, requires the agency to include a condition that authorizes the agency to terminate the award, without penalty, if the recipient or a subrecipient - (a) Engages in severe forms of trafficking in persons during the period of time that the award is in effect; (b) Procures a commercial sex act during the period of time that the award is in effect; or (c) Uses forced labor in the performance of the award or subawards under the award. Full text of the award term is provided at 2 CFR § 175.15.

Article XIV - Civil Rights Act of 1964

All recipients of financial assistance will comply with the requirements of Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

Article XV - Civil Right Act of 1968

All recipients of financial assistance will comply with Title VIII of the Civil Rights Act of 1968, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (42 U.S.C. § 3601 et seq.), as implemented by the Department of Housing and Urban Development at 24 CFR Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units-i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)-be designed and constructed with certain accessible features (see 24 CFR § 100.201).

Article XVI - Americans with Disabilities Act of 1990

All recipients of financial assistance will comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12101-12213).

Article XVII - Age Discrimination Act of 1975

All recipients of financial assistance will comply with the requirements of the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving Federal financial assistance.

Article XVIII - Title IX of the Education Amendments of 1972

All recipients of financial assistance will comply with the requirements of Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.), which provides that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving Federal financial assistance. These regulations are codified at 44 CFR Part 19.

Article XIX - Rehabilitation Act of 1973

All recipients of financial assistance will comply with the requirements of Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794, as amended, which provides that no otherwise qualified handicapped individual in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. These requirements pertain to the provision of benefits or services as well as to employment.

Article XX - Limited English Proficiency

All recipients of financial assistance will comply with the requirements of Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI, recipients must take reasonable steps to ensure that LEP persons have meaningful access to your programs. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. Recipients are encouraged to consider the need for language services for LEP persons served or encountered both in developing budgets and in conducting programs and activities. For assistance and information regarding LEP obligations, go to <http://www.lep.gov>.

Article XXI - Animal Welfare Act of 1966

All recipients of financial assistance will comply with the requirements of the Animal Welfare Act, as amended (7 U.S.C. § 2131 et seq.), which requires that minimum standards of care and treatment be provided for vertebrate animals bred for commercial sale, used in research, transported commercially, or exhibited to the public. Recipients must establish appropriate policies and procedures for the humane care and use of animals based on the Guide for the Care and Use of Laboratory Animals and comply with the Public Health Service Policy and Government Principles Regarding the Care and Use of Animals.

Article XXII - Clean Air Act of 1970 and Clean Water Act of 1977

All recipients of financial assistance will comply with the requirements of 42 U.S.C. § 7401 et seq. and Executive Order 11738, which provides for the protection and enhancement of the quality of the nation's air resources to promote public health and welfare and for restoring and maintaining the chemical, physical, and biological integrity of the nation's waters is considered research for other purposes.

Article XXIII - Protection of Human Subjects

All recipients of financial assistance will comply with the requirements of the Federal regulations at 45 CFR Part 46, which requires that recipients comply with applicable provisions/law for the protection of human subjects for purposes of research. Recipients must also comply with the requirements in DHS Management Directive 026-04, Protection of Human Subjects, prior to implementing any work with human subjects. For purposes of 45 CFR Part 46, research means a systematic investigation, including research, development, testing, and evaluation, designed to develop or contribute to general knowledge. Activities that meet this definition constitute research for purposes of this policy, whether or not they are conducted or supported under a program that is considered research for other purposes. The regulations specify additional protections for research involving human fetuses, pregnant women, and neonates (Subpart B); prisoners (Subpart C); and children (Subpart D). The use of autopsy materials is governed by applicable State and local law and is not directly regulated by 45 CFR Part 46.

Article XXIV - National Environmental Policy Act (NEPA) of 1969

All recipients of financial assistance will comply with the requirements of the National Environmental Policy Act (NEPA), as amended, 42 U.S.C. § 4331 et seq., which establishes national policy goals and procedures to protect and enhance the environment, including protection against natural disasters. To comply with NEPA for its grant-supported activities, DHS requires the environmental aspects of construction grants (and certain non-construction projects as specified by the Component and awarding office) to be reviewed and evaluated before final action on the application.

Article XXV - National Flood Insurance Act of 1968

All recipients of financial assistance will comply with the requirements of Section 1306(c) of the National Flood Insurance Act, as amended, which provides for benefit payments under the Standard Flood Insurance Policy for demolition or relocation of a structure insured under the Act that is located along the shore of a lake or other body of water and that is certified by an appropriate State or local land use authority to be subject to imminent collapse or subsidence as a result of erosion or undermining caused by waves or currents of water exceeding anticipated cyclical levels. These regulations are codified at 44 CFR Part 63.

Article XXVI - Flood Disaster Protection Act of 1973

All recipients of financial assistance will comply with the requirements of the Flood Disaster Protection Act of 1973, as amended (42 U.S.C. § 4001 et seq.), which provides that no Federal financial assistance to acquire, modernize, or construct property may be provided in identified flood-prone communities in the United States, unless the community participates in the National Flood Insurance Program and flood insurance is purchased within one year of the identification. The flood insurance purchase requirement applies to both public and private applicants for DHS support. Lists of flood-prone areas that are eligible for flood insurance are published in the Federal Register by FEMA.

Article XXVII - Coastal Wetlands Planning, Protection, and Restoration Act of 1990

All recipients of financial assistance will comply with the requirements of Executive Order 11990, which provides that federally funded construction and improvements minimize the destruction, loss, or degradation of wetlands. The Executive Order provides that, in furtherance of Section 101(b)(3) of NEPA (42 U.S.C. § 4331(b)(3)), Federal agencies, to the extent permitted by law, must avoid undertaking or assisting with new construction located in wetlands unless the head of the agency finds that there is no practicable alternative to such construction, and that the proposed action includes all practicable measures to minimize harm to wetlands that may result from such use. In making this finding, the head of the agency may take into account economic, environmental, and other pertinent factors. The public disclosure requirement described above also pertains to early public review of any plans or proposals for new construction in wetlands. This is codified at 44 CFR Part 9.

Article XXVIII - USA Patriot Act of 2001

All recipients of financial assistance will comply with the requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. §§ 175-175c. Among other things, it prescribes criminal penalties for possession of any biological agent, toxin, or delivery system of a type or in a quantity that is not reasonably justified by a prophylactic, protective, bona fide research, or other peaceful purpose. The act also establishes restrictions on access to specified materials. "Restricted persons," as defined by the act, may not possess, ship, transport, or receive any biological agent or toxin that is listed as a select agent.

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 Director
Name and Title of Authorized Representative

Signature

Date

County of Gloucester OEM 1200 North Delsea Dr. Clayton, NJ
Name and Address of Organization 08312

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. Damming, Freeholder Director
Name and Title of Authorized Representative

Signature

Date

County of Gloucester
Name of Organization

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

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, and send a representative to attend any subsequent debriefing meeting(s).
- 7) Must agree to maintain all equipment purchased with these grant funds in accordance with specifications provided by the manufacturer.



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
All Projects Must meet P25 standards	<p>Phase 1. (currently available) Interoperability systems interworking and backward compatibility with older Land Mobile Radio(LMR) systems</p> <p>Phase 2. (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>Phase 3. (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>
Subscriber Units	<ul style="list-style-type: none"> • Advanced features based on agency needs • high capacity rechargeable batteries • Recommended that all units be intrinsically safe • Mil Spec 810 C, D, E, F • Races units will be considered on an individual basis
Network-to-Network Gateways Console Interfaced Gateways	<ul style="list-style-type: none"> • Provide the best solution that consumes the least amount of spectrum necessary to meet user requirements • Use of spectrum conserving techniques such as multiple access technologies • Use of spectrum or channel sharing techniques • Use of wired communications where possible to carry the appropriate types of communications traffic • Use of compression, error correction, or other processing techniques that increase throughput • Consider solutions that have an open interface to enable the efficient transfer of voice, data, and video signals
Shared Networks Cross-Band/In-band Repeater Gateways	<ul style="list-style-type: none"> • Use of shared infrastructure elements to benefit multiple disciplines and multiple jurisdictions across a region, State, and/or Territory • Use cost-per-user measures to demonstrate cost effectiveness of the project • Apply a cost-benefit analysis to determine effectiveness and tangible benefits of chosen solution • Consider economic impact of other interoperability solution options • Consider long-term and recurring costs of proposed solution • 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

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

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 Homeland Security Grant Program 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 Homeland Security Grant Program 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 10 local and NYNJ Port Authority 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 Homeland Security Grant Program 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 Homeland Security Grant Program funding. Any vehicle funded, in part or in

whole, with federal homeland security funds shall utilize OHSP's Federal Grant Vehicle Operation Log to record all vehicle usage. The form is located on OHSP's website under "General Grant Info".

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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>RMS systems -or- Hybrid CAD/RMS systems to NJDEX</p>	<p>Phase 1. (currently available) 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>Phase 2. (Currently available) 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>Intelligence Management (e.g. 28CFR23-compliant) Systems</p>	<p>A specification has been created in compliance with 28 CFR Part 23 for the sharing (federated, cross-system searching) of Criminal Intelligence across NJ via the New Jersey Intelligence System (NJIS). The document specifies the following elements of this interface: Format, Permissions, Transport, Search Parameters, Results, and any Exception/Error Messages.</p>
<p>NJ-DEX to N-DEX</p>	<p>Phase 1. (Currently available) 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 IEXS 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>Phase 2. (Currently available) 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

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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

2 POLICY

All agency identification cards shall be issued in a manner that supports the guidelines as set forth by the U.S. Federal Information Processing Standards for Personal Identity Verification (FIPS), and adopted or modified by the New Jersey Office of the Attorney General and the New Jersey Office of Homeland Security & Preparedness.

All agency identification cards shall be issued only by a designated Card Issuer and shall be valid for a period of no more than five years from the date of issuance.

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

required to meet the standards for identification verification as indicated in Federal Form I-9, Employee Eligibility Verification.

1. Primary identification must be in the form of a U.S. federal or state government-issued photo-ID such as a photo driver's license, passport, or non-driver's photo-ID card.
2. Secondary identification may be an original Agency Photo ID card or any other document that confirms personal identity.

For acceptable documents, please reference Federal Form I-9, Employee Eligibility Verification, attached as Addendum 1 of this Protocol.

- J. **Sponsor:** The individual who approves and initiates the ID Card request process on behalf of the Qualified Employee or Qualified Volunteer. The role of Sponsor will typically be held by the Supervisor, or Manager of the Qualified Employee or Qualified Volunteer. For individuals who are to be hired as Qualified Employees or to be newly authorized as a Qualified Volunteer, a Human Resources representative may serve as the Sponsor. The individual serving in the role of Sponsor cannot also serve in the role of Registrar or Issuer.
- K. **State Standard Credentialing Card:** The ID Card issued to a State, county or local agency Qualified Employee or Qualified Volunteer except that a Qualified Employee of a county or local Police, Fire, Hazmat, Rescue, EMS, Health, Office of Emergency Management or Public Works agency shall be issued the County and Local First Responder Credentialing Standard Card.

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:

1. Provide the approved Identification Card Application Form, two acceptable forms of personal identification and any certification documents (if applicable), to the Registrar for review and validation at the scheduled appointment time.

The Registrar shall record the identity source document information on page 2 of the ID Card Application Form, sign the ID Card Application Form and keep the information on file.

The Registrar will copy the certification documents, if applicable, and keep the information on file.

The Registrar will conduct any additional background checks required by vetting level and keep the information on file.

2. Surrender the old ID Card, if applicable. (Does not apply to new hires).
3. Be photographed by, and provide an electronic signature to, the Card Issuer during the ID Card issue process. The Card Issuer shall then produce and issue the requested ID Card.
4. Sign the Identification Card Application Form upon receipt of the ID card.

G. The Card Issuer, upon receipt of the signed Identification Card Application Form from the Qualified Employee will take the following actions:

1. Sign the Application Form.
2. Store the Identification Card Application Form and all associated documentation either electronically on a secure server or, if scanning is not available, lock the documents in a secure area with access restricted to the Card Issuer.

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.

6 GENERAL PROCEDURES

A. Lost/Stolen ID Cards: ID Cards contain embedded sensitive personal data; therefore any Agency ID Card that is lost or stolen must be reported immediately.

1. The affected Qualified Employee or Qualified Volunteer to whom the ID Card has been issued shall notify his/her Supervisor immediately if an ID Card is lost or stolen.
2. A report must be filed with the appropriate law enforcement agency for any ID Card believed to have been stolen.
3. The Supervisor shall notify the ID Card Coordinator of any lost or stolen ID Cards within one business day.
4. The ID Card Coordinator shall notify the Card Issuer immediately who shall deactivate the card within the database and notate the reason for the deactivation.
5. Replacement ID Cards shall be issued following the same procedures outlined in Section 4 and appropriately noted in the ID management system.
6. No temporary ID Card will be issued between the time the ID Card is reported as lost or stolen and the completion of the replacement ID Card process set forth above.

B. Changes in Personal Data: A Qualified Employee or Qualified Volunteer whose personal information (name, driver's license number, certifications etc.) changes during the time for which his/her ID Card is valid, is responsible to advise the ID Card Coordinator of such changes in a timely manner. If required, an updated ID Card shall be issued in accordance with the procedures outlined in Section 4 of this Protocol.

The old card shall be collected, archived and destroyed. The old card will also be disabled within the database.

C. ID Card Renewal: Any Qualified Employee or Qualified Volunteer whose personnel information (or appearance) has not changed and remains in good standing shall be allowed to apply for a card renewal starting six weeks prior to the expiration of a valid ID Card held by the employee or volunteer and until the actual expiration date of the Card.

1. The appropriate background check based on vetting level will be conducted.

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.

The Human Resources Representative or the Supervisor, as the case may be, shall deliver the Card to the ID Card Coordinator who shall forward it 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.

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. 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		2. Certification of Birth Abroad issued by the Department of State (Form FS-545)
3. Foreign passport that contains a temporary I-551 stamp or temporary I-551 printed notation on a machine-readable immigrant visa		3. School ID card with a photograph		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)		4. Voter's registration card		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		5. U.S. Military card or draft record		5. Native American tribal document
		6. Military dependent's ID card		
		7. U.S. Coast Guard Merchant Mariner Card		6. U.S. Citizen ID Card (Form I-197)
		8. Native American tribal document		
		9. Driver's license issued by a Canadian government authority		
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		For persons under age 18 who are unable to present a document listed above:		7. Identification Card for Use of Resident Citizen in the United States (Form I-179)
		10. School record or report card		8. Employment authorization document issued by the Department of Homeland Security
		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)



State of New Jersey
OFFICE OF THE ATTORNEY GENERAL
DEPARTMENT OF LAW AND PUBLIC SAFETY
25 MARKET STREET, P.O. BOX 081
TRENTON, NJ 08625-0081

CHRIS CHRISTIE
Governor

KIM GUADAGNO
Lt. Governor

PAULA T. DOW
Attorney General

HOWARD J. MCCOACH
Administrator

June 14, 2011

Colonel Joseph R. Fuentes, Superintendent
New Jersey Division of State Police
State Director of Emergency Management
River Road, P.O. Box 7068
West Trenton, NJ 08625-0068

Charles McKenna, Director
Office of Homeland Security and Preparedness
P.O. Box 081
Hamilton, NJ 08625-0091

RE: Amendment of the New Jersey State Credentialing Standards and Requirements

Dear Colonel Fuentes and Director McKenna:

Enclosed you will find a report on the State of New Jersey Credentialing Standard and Requirements which establishes the standards for the State Standard Credentialing Card. This card is to be used by all State agencies. Consistent with your previous concurrences, I have also amended the State standards set forth in the report to allow for a County and Local First Responder Credentialing Standard Card, (see Attachment A). This card can be used by county and local jurisdictions, subject to the following criteria being observed as a condition for federal funding of county and local credentialing programs:

- a. The County and Local First Responder Credentialing Standard Card may only be issued to Police, Fire, Hazmat, Rescue, EMS, Health, Office of Emergency Management and Public Works personnel;
- b. Credentialing of all other county and local personnel will be issued in accordance with the State standardized credential;
- c. Issuance of the State Standard Credentialing Card and the County and Local First Responder Credentialing Standard Card will fall under the authority of the county and/or local OEM offices. These cards are to be used in accordance with the enclosed State protocol for processing and issuing ID Credentialing Cards and the State ID Card Application Form; and

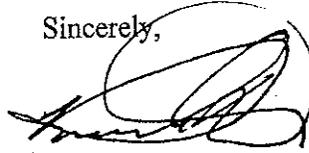
Attachment K

June 14, 2011

- d. County and local offices of emergency management will also promote statewide interoperability among county databases.

The Office of Homeland Security and Preparedness may distribute this letter as it deems necessary to county and municipal subgrantees who are recipients of federal funding for credentialing programs so that all local credentialing programs may move forward.

Sincerely,



Paula T. Dow
Attorney General

PTD/FSC:

Enclosures

- c Howard J. McCoach, Administrator
Maria Lapolla, Director, OAG IT
Frank S. Croce, DAG
Gregory Spellmeyer, DAG

Attachment K

ATTACHMENT A

Preview front

County of Bergen

JAN2010

Fair Lawn Police Dept

2010JAN01

Mercier
Maria, M. Sgt.

maria mercier

POLICE

- County where card issued
- Month/Year of expiration date
- Red picture border for all (1st) responders (except light blue for foreign nationals)
- White picture background for, except for armed law-enforcement which will be red
- Jurisdiction
- Agency
- County seal watermark
- Public Badge or ID number
- Expiration date (Fed'l format)
- First Responder Color Bars –
 - Blue – Law Enforcement
 - Red – Fire, Hazmat, Rescue
 - Green – EMS, Health
 - Orange – Public Works
 - Maroon – OEM
- Last Name
- First Name, Middle Initial
- Rank (abbreviated, standardized – will be CAPS)
- Bearer's Signature
- Agency Seal
- Bar Code – with name, DL #, SBI #
- 1st Responder Discipline

Tampering with or altering this identification or use of this identification by anyone other than the person named herein is a violation of New Jersey criminal law and they subject the violator to prosecution and imprisonment.

If found, please return to: Bergen County
PO Box 6080, Paramus, NJ 07652 Postage Guaranteed

Height: 5'06"
Hair: Black Eyes: Brown
1234567890123456

12345678901

- "Qualifications" bar code
- Tampering warning
- Medical bar code
- Return information
- Card serial number bar code
- Card serial number
- Demographics of bearer (no weight)
- Production location serial number

Attachment K



OHSP Special Conditions for HSGP-funded Exercise Salary Reimbursement

1. A subgrantee/exercising agency seeking to conduct an exercise must receive approval from the County Working Group, UASI Executive Committee, host state agency or OHSP.
2. The subgrantee/exercising agency must identify the grant program that will support the cost of conducting the exercise. The subgrantee must calculate the level of funding required (cost estimates for all aspects of the exercise i.e. planning, OT, backfill, consumables, materials, etc.).
3. The subgrantee/exercising agency must complete and submit the appropriate spending plan template and annex with specific budgetary detail.
4. The subgrantee/exercising agency must receive an OHSP grant program award letter.
5. The subgrantee/exercising agency must complete required GTS entries using correct acquisition category. The GTS entries shall mirror the approved spending plan and template.
6. The subgrantee/exercising agency must contact the OHSP Exercise Program Coordinator LaurenPaglione@ohsp.state.nj.us or 609-588-2210 and complete any METIS (Master Exercise Tracking Information System) requirements prior to conducting the exercise.
7. The subgrantee/exercising agency must conduct the exercise in accordance with HSEEP guidelines (OHSP Exercise Program HSEEP Checklist shall be completed).

Attachment L

8. For salary reimbursement purposes, the subgrantee/exercising agency must maintain a single exercise sign in sheet that contains the following data:
 - a. Name of exercise
 - b. Date conducted
 - c. Location of exercise
 - d. Participant's name (printed and signature)
 - e. Agency of which participant is an employee
 - f. Participant's role
 - g. Participant's time in and time out

9. The subgrantee/exercising agency seeking salary reimbursement must submit a complete reimbursement packet. The packet shall include the following:
 - a. A completed Request for Reimbursement Form signed by Business Administrator, CFO or Treasurer.
 - b. The subgrantee's/exercising agency's Proof of Payment to participant's/backfill for OT hours worked.
 - c. The subgrantee's/exercising agency's list of participants/backfill members with their individual hourly rate, OT rate and cumulative total dollars for which the entity is seeking reimbursement.

NOTE:

Reimbursement will only be for OT for the individual who participated in the event or for the individual who did the backfill OT to cover the participants shift, in no circumstance will reimbursement be made for both an OT and back fill OT for an entity.

- d. A copy of the subgrantee's/exercising agency's daily work schedule for days the exercise was conducted, and a copy of the daily manning report (if applicable).

10. The reimbursing agency must have a copy of the Exercise Design, all documents required in section #7, 8 and 9 above and a copy of the After Action Report. The Exercise Design and After Action Report may be uploaded into METIS using the "Attach File" function.



**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 period of performance; 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. 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 period of performance.
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 period of performance. Identify the circumstances (ie. EHP 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.

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 period of performance and previous extensions.

6. SCOPE OF WORK:

- a. Provide a certification that the project will be completed within the extended period of performance 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.

E1

RESOLUTION ENDORSING THE YOUTH SERVICES COMMISSION 2013 COMPREHENSIVE PLAN UPDATE AND AUTHORIZING THE COUNTY OF GLOUCESTER TO APPLY TO THE STATE OF NEW JERSEY JUVENILE JUSTICE COMMISSION FOR STATE/COMMUNITY PARTNERSHIP, FAMILY COURT AND JUVENILE ACCOUNTABILITY BLOCK GRANT FUNDS TOTALING \$576,107.00

WHEREAS, it is desired by the County of Gloucester Board of Chosen Freeholders to accept and endorse the Youth Services Commission 2013 Comprehensive Plan Update and authorize the County of Gloucester to apply to the State of New Jersey Juvenile Justice Commission for State/Community Partnership, Family Court and Juvenile Accountability Block Grant Funds; and

WHEREAS, the State/Community Partnership, Family Court and Juvenile Accountability Block Grant, shall be for a total amount of \$576,107.00, from January 1, 2013 to December 31, 2013; and

WHEREAS, it is desired by the County of Gloucester Board of Chosen Freeholders to participate in the Juvenile Justice Commission Comprehensive County Funding Program beginning January 1, 2013 through December 31, 2013; and

WHEREAS, the funding will provide delinquency prevention, diversion, detention and disposition services for family court-involved and at-risk youth as well as the administration of these programs; and

WHEREAS, the following is a breakdown of Gloucester County's Comprehensive Funding Allocation:

State/Community Partnership	
Program Services Funds	\$229,880.00
Program Management Funds	\$ 55,550.00
Family Court Services	
Program Services	\$144,135.00
Family Crisis Intervention Unit	\$136,675.00
Juvenile Accountability Block Grant FFY12	
Federal Allocation	\$ 8,880.00
Cash Match	\$ 987.00

WHEREAS, the Family Crisis Intervention Unit funding will provide Family Crisis Intervention Unit (FCIU) services to Gloucester, Salem and Cumberland Counties. The Gloucester County funding will be transferred to the Department of Children and Families (DCF) by the Grantor, the New Jersey Juvenile Justice Commission (JJC), the funding will be combined with DCF funding for the Mobile Response and Stabilization Services (MRSS) and contracted to Robin's Nest for vicinage-wide services, pursuant to the Memorandum of Understanding entered into on November 16, 2005.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that the Director of the Board of Chosen Freeholders is hereby authorized to sign any and all documents endorsing the YSC Comprehensive Plan Update 2013 and making application to the State of New Jersey Juvenile Justice Commission for the 2013 State/Community Partnership, Family Court and JABG FFY12 grants for a total amount \$576,107.00, from January 1, 2013 to December 31, 2013; and

BE IT FURTHER RESOLVED that the County of Gloucester, Department of Human Services is responsible for grant implementation; and

BE IT FURTHER RESOLVED that the County of Gloucester will submit to the Juvenile Justice Commission a Comprehensive Youth Services plan update and application for funding including a spending plan and that the County model the program to its requirements is hereby adopted.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester and the State of New Jersey held on Wednesday, October 17, 2012 in Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK