

**AGENDA**

7:30 p.m. Wednesday, October 16, 2013

Call to order

Salute to the flag

Open Public Meetings Statement

Roll Call

Changes to the Agenda

Approval of the regular minutes from October 2, 2013.

P-1 Proclamation recognizing Ruth and Bob Schultz as Gloucester County Outstanding Senior Volunteers, 2013 (Barnes) (to be presented at a later date).

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

**DEPARTMENT OF ADMINISTRATION**

**DIRECTOR DAMMINGER  
DEPUTY DIRECTOR CHILA**

**A-1 RESOLUTION AUTHORIZING AND CONFIRMING SETTLEMENT OF THE WORKERS' COMPENSATION CLAIMS OF PETITIONER, LORRAINE BECKETT v. GLOUCESTER COUNTY, C.P. NOS. 2003-12722; 2003-12726; 2003-12752; 2006-15735; and 2008-793; MICHAEL CREAMER v. GLOUCESTER COUNTY, C.P. NOS. 2007-6659 and 2007-9488; AND BARBARA JO DIO v. GLOUCESTER COUNTY, C.P. NOS. 2009-29489 AND 2011-2046.** This resolution will authorize settlement in the workers' compensation matters of Lorraine Beckett, Michael Creamer and Barbara Jo Dio, as per recommendation by the workers' compensation attorney for the County.

**A-2 RESOLUTION PROVIDING FOR THE INSERTION OF SPECIAL ITEMS OF REVENUE INTO THE 2013 BUDGET PURSUANT TO N.J.S.A. 40A:4-87.** This resolution will provide for various items of revenue to be inserted in the County budget which includes:

- **RIGHT TO KNOW GRANT - \$10,798.00.** These funds will be used to provide administrative support in providing a database advising workers and the community of hazardous materials used in the workplace and to monitor the collection and awareness of this database.
- **FY13 HOMELAND SECURITY GRANT - \$100,000.00** - These funds will enhance the County's ability to prevent, protect against, respond to and recover from acts of terrorism, disasters and emergencies. Funds will cover the HazMat unit, the text messaging system (Roam Secure) and maintenance on ALPR systems.
- **HAZARD MITIGATION GRANT - \$600,000.00** - This grant will provide funding to identify policies and actions that can be implemented to reduce risk and future loss for hazards while ensuring that New Jersey recovers from Superstorm Sandy in a smart and expeditious manner. Gloucester, Cumberland, Camden and Salem Counties will be working together on this project to update their hazard mitigation plans.

**A-3 RESOLUTION AUTHORIZING APPROVAL OF THE BILL LISTS FOR THE MONTH OF OCTOBER 2013.** The Treasurer of Gloucester County submits the bill list for October for Freeholder approval, including ratification of payments made to cover emergency payments made by the Division of Social Services. Upon approval, the Treasurer is then authorized to render payment to vendors appearing on the list. Checks will be mailed October 17, 2013.

**A-4 RESOLUTION AUTHORIZING THE REIMBURSEMENT TO GREENWICH IN THE AMOUNT OF \$74,988.25 AND TO MANTUA IN THE AMOUNT OF \$30,232.75 FOR CERTAIN COSTS ASSOCIATED WITH TAX MAP EXPENSES AS RELATED TO REVALUATION.** The New Jersey Property Tax Assessment Reform Act requires revaluation of all real property, the cost of which was underwritten by the County of Gloucester which is to be fully reimbursed by the State of New Jersey. The New Jersey Division of Taxation requires that tax maps be updated as part of the required revaluation. As provided for by the Act, Greenwich and Mantua Townships are entitled to reimbursement for costs of the tax map update. The respective municipal Chief Financial officers have certified that the funds have been expended for this purpose, and the County Assessor recommends reimbursement to Greenwich Township in the amount of \$74,988.25 and Mantua Township in the amount of \$30,232.75.

**A-5 RESOLUTION TO CONTRACT WITH NORTH AMERICAN VIDEO, INC. FOR THE PURCHASE, LICENSING AND INSTALLATION ASSISTANCE OF A VIDEO SURVEILLANCE SYSTEM FOR THE GLOUCESTER COUNTY PROBATION FACILITY AT FIVE POINTS PLAZA IN DEPTFORD IN AN AMOUNT NOT TO EXCEED \$34,000.00.** This resolution authorizes a Contract with North American

Video, Inc., located at 301 Drum Point Road, Brick, New Jersey 08723 per bid specifications PD 013-049. This covers the "parts and smarts" bid for the installation of the 21 Arecont IP Security Cameras with licensing plus software, server and switches to view and manage the system locally and remotely from the Sheriff's Office in Woodbury. The County will mount and install the cameras on the newly installed Cat5e+ cable and assist with camera viewing angles. The County will provide the computers necessary for viewing and programming the system on site. Vendor will supply up to 8 hours assistance in installing the software.

**A-6 RESOLUTION TO CONTRACT WITH AVAYA FOR MAINTENANCE AND SUPPORT OF TELEPHONE SWITCHES IN VARIOUS COUNTY BUILDINGS FROM NOVEMBER 1, 2013 TO OCTOBER 31, 2014 THROUGH STATE CONTRACT #A80802 IN AN AMOUNT NOT TO EXCEED \$100,000.00.** The County of Gloucester has Avaya Voice Switches (Phones) in the following locations:

Clayton Complex Emergency Response Building  
Health Department  
Shady Lane  
Courthouse  
Justice Complex  
Adult Probation – 5 Points Facility  
Administration Building  
Budd Boulevard  
Board of Elections

Avaya's contract will provide hardware and software support for all of these locations for a period of 12 months.

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

**DEPUTY DIRECTOR CHILA  
FREEHOLDER TALIAFERRO**

**B-1 RESOLUTION AUTHORIZING THE ACCEPTANCE OF THE FFY 2013 HOMELAND SECURITY GRANT PROGRAM FROM THE NEW JERSEY OFFICE OF HOMELAND SECURITY AND PREPAREDNESS IN THE AMOUNT OF \$100,000.00 WITH A FUNDING PERIOD FROM SEPTEMBER 1, 2013 TO AUGUST 31, 2015 WHICH WILL PROVIDE FUNDS FOR BUILDING AND SUSTAINING NATIONAL PREPAREDNESS.** Resolution authorizing the acceptance of the FFY13 Homeland Security Grant in the amount of \$100,000.00, which will fund text messaging system (Roam Secure), County's Hazmat Unit and maintenance on the ALPR system purchased, as well as the cost for air cards.

**B-2 RESOLUTION AUTHORIZING THE APPLICATION AND ACCEPTANCE OF HAZARD MITIGATION GRANT FUNDS FROM THE DEPARTMENT OF LAW AND PUBLIC SAFETY, DIVISION OF NJ STATE POLICE IN THE TOTAL AMOUNT \$800,000.00 COMPROMISED OF \$600,000.00 FEMA SHARE PLUS A LOCAL MATCH OF \$200,000.00 FOR THE PURPOSE OF UPDATING THE MULTI-JURISDICTIONAL HAZARD MITIGATION PLANS FOR GLOUCESTER COUNTY, CUMBERLAND COUNTY, CAMDEN COUNTY AND SALEM COUNTY.** Gloucester County will use the HMGP funds to complete a 5 year update to the current hazard mitigation plans which include: Gloucester County, Cumberland County, Camden County and Salem County. This planning activity will be a regional concept, but will result in four very distinct hazard mitigation plans. Each county will be awarded \$200,000.00, for a total amount of \$800,000.00 (75% Federal share/25% Local share). Gloucester County has accepted the responsibility of managing and maintaining the actual grant for this project. The purpose of a hazard mitigation plan update is to identify policies and actions that can be implemented to reduce risk and future loss hazards and to ensure that New Jersey recovers from Superstorm Sandy in both a smart and expeditious manner.

**DEPARTMENT OF ECONOMIC  
DEVELOPMENT & PUBLIC WORKS**

**FREEHOLDER SIMMONS  
FREEHOLDER BARNES**

**C-1 RESOLUTION AUTHORIZING EXECUTION OF THE HUD FORMS RELATIVE TO THE GLOUCESTER COUNTY CDBG, HOME AND WASHINGTON TOWNSHIP ENTITLEMENT PROGRAMS FOR PY2013.** The County is requesting the execution of HUD Form 7082 entitled CDBG Funding Approval Agreement and HUD Form 40093 Entitled HOME Investment Partnership Agreement relative to the Gloucester County Community Development Block Grant, HOME Investment Partnership and Washington Township Entitlement Programs. Execution of these forms will certify the official approval of the Gloucester County HOME Consortium's Consolidated Plan/Action Plan submission for Fiscal year 2013. This continues the process by which segments of the community have come together to develop comprehensive approaches to address the Consortium's community development needs and priorities and should lead to the successful implementation of the Plan's strategies to address affordable housing, homelessness and economic opportunities for all citizens, particularly for very low income and low income persons.

**C-2 RESOLUTION AUTHORIZING AN AMENDMENT TO A CONTRACT WITH THE BOROUGH OF WESTVILLE EXTENDING THE TERM FROM NOVEMBER 7, 2013 TO NOVEMBER 6, 2014 FOR THE MUNICIPAL BUILDING'S ELEVATOR INSTALLATION PROJECT.** This resolution authorizes the execution of an Amendment to a Contract with The Borough of Westville, having offices at 165 Broadway, Westville, NJ, originally entered into on November 7, 2012 which was for elevator installation at the Municipal Building. The Contract is amended to extend the contract term from November 7, 2013 to

November 6, 2014 due to delays with Otis Elevator getting the proper paperwork to the State DCA for review and an issue with permits.

**C-3 RESOLUTION AUTHORIZING AN AMENDMENT TO A CONTRACT WITH THE BOROUGH OF WOODBURY HEIGHTS EXTENDING THE TERM FROM NOVEMBER 7, 2013 TO NOVEMBER 6, 2014 FOR RECONSTRUCTION TO LAKE AVENUE, PHASE II.** This resolution is requesting the execution of an Amendment to a Contract with the Borough of Woodbury Heights, located at 500 Elm Avenue, Woodbury Heights, NJ, originally entered into on November 7, 2012 which was for Reconstruction to Lake Avenue, Phase II. The Contract is amended to extend the term from November 7, 2013 to November 6, 2014 due to delays in awaiting NJDOT approval and additional problems with the bidding process.

**C-4 RESOLUTION AUTHORIZING THE APPROVAL AND EXECUTION OF AN AGREEMENT WITH THE U.S. DEPARTMENT OF AGRICULTURE, RURAL DEVELOPMENT FOR THE HOUSING PRESERVATION GRANT IN THE AMOUNT OF \$50,000.00.** This resolution requests the approval and execution of an Agreement with the U.S. Department of Agriculture, Rural Development for the Housing Preservation Grant in the amount of \$50,000.00. The Housing Preservation Grant will provide low income residents with Owner Occupied Rehabilitation and emergency repairs to their homes, if they qualify and live in eligible municipalities throughout Gloucester County.

**C-5 RESOLUTION AUTHORIZING THE EXECUTION OF FEDERAL AID AGREEMENT #13-DT-BLA-666 WITH THE NEW JERSEY DEPARTMENT OF TRANSPORTATION IN THE AMOUNT NOT TO EXCEED \$295,560.00 FOR THE DESIGN OF THE MULTI-PURPOSE TRAIL SECTION 2 IN THE BOROUGH OF GLASSBORO AND TOWNSHIP OF ELK.** This Resolution will authorize the County to enter into NJDOT Federal Aid Agreement #13-DT-BLA-666 for Federal Funding in an amount not to exceed \$295,560.00 for the engineering design of the Gloucester County Multi-Purpose Trail Section 2. The proposed trail is planned from existing terminus of the Harrison G. Shaw Trail at Delsea Drive (State Route 47) in Glassboro connecting to Rowan University and the Elk Township Recreational Park by means of former railroad lines and public lands. The engineering design costs are fully funded under this agreement.

**DEPARTMENT OF HEALTH & EDUCATION**

**FREEHOLDER BARNES  
FREEHOLDER SIMMONS**

**D-1 RESOLUTION AUTHORIZING THE SUBMISSION OF AN APPLICATION FOR THE ANNUALLY AWARDED RIGHT TO KNOW GRANT THROUGH THE NEW JERSEY DEPARTMENT OF HEALTH IN AN AMOUNT NOT TO EXCEED \$10,798.00 FROM JULY 1, 2013 TO JUNE 30, 2014.** This Resolution authorizes the submission of an application to the New Jersey Department of Health for renewal of the Right to Know Grant from July 1, 2013 to June 30, 2014, in an amount not to exceed \$10,798.00. The funds from this Grant will be used to support salary dollars in order to provide a database to advise workers and the community of hazardous materials used in the workplace. The amount of funding is specified by the New Jersey Department of Health.

**DEPARTMENT OF SOCIAL & HUMAN SERVICES**

**FREEHOLDER NESTORE  
DEPUTY DIRECTOR CHILA**

**DEPARTMENT OF GOVERNMENT SERVICES**

**FREEHOLDER WALLACE  
FREEHOLDER SIMMONS**

**DEPARTMENT OF PARKS & LAND PRESERVATION**

**FREEHOLDER TALIAFERRO  
FREEHOLDER BARNES**

**G-1 RESOLUTION TO ACQUIRE A DEVELOPMENT EASEMENT ON THE FARM PROPERTY OF JOHN ANGELO CAVALLARO, LOCATED IN THE TOWNSHIP OF LOGAN, KNOWN AS BLOCK 801, LOT 32, CONSISTING OF APPROXIMATELY 38.4 ACRES, FOR THE AMOUNT OF \$353,280.00.** This resolution approves of, and authorizes, the purchase of the development rights on properties in the Township of Logan owned by John Angelo Cavallaro, as per the application made to the Gloucester County Farmland Preservation Program by the same. This resolution deals with the items necessary in order to commence settlement to acquire the development easement on the property (signing of the agreement of sale, deed of easement, etc.), which is expected to occur before the end of 2013. The acquisition of the said development rights is based on a certified value of \$9,200.00 per acre, and the property is eligible for an estimated 60% reimbursement from the State Agriculture Development Committee for the settlement costs in the County's next Farmland Preservation funding round. The cost of the associated appraisal services regarding the said acquisition was \$2,493.00 for Curran Realty Advisors and \$2,750.00 for E&A Associates. This property is contiguous to more than 800-acres of previously preserved farmland.

October 16, 2013

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Old Business

New Business

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

Adjournment

**MINUTES**

7:30 p.m. Wednesday, October 2, 2013

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 18, 2013.

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

Comments: N/A

47867 Proclamation Recognizing Carole McDonnell and Maggie's Law During Drowsy Driving Prevention Week, November 3 -10, 2013 (Wallace) (to be presented)

47868 Proclamation Recognizing East Greenwich Little League – 2013 NJ State Champions, Section 4 Champions, District 15 Champions – Major League Division (Taliaferro) (to be presented)

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: N/A

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

47869 RESOLUTION PROVIDING FOR THE INSERTION OF SPECIAL ITEMS OF REVENUE INTO THE 2013 BUDGET PURSUANT TO N.J.S.A. 40A:4-87.

- Social Services for the Homeless Modification - \$108,000.00.

• **FY2012 Emergency Management Agency Assistance Grant Modification - \$20,000.00.**

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

Comments: N/A

**47870 RESOLUTION AUTHORIZING AN EXTENSION OF THE CONTRACT WITH TVS, INC., T/A TRI STATE FOOD AND BEVERAGE SERVICES FOR VENDING MACHINE SERVICE IN VARIOUS COUNTY BUILDINGS FROM OCTOBER 11, 2013 TO OCTOBER 10, 2015.**

	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 PUBLIC SAFETY,  
VETERANS AFFAIRS & ELECTIONS**

**DEPUTY DIRECTOR CHILA  
FREEHOLDER TALIAFERRO**

**47871 RESOLUTION AUTHORIZING A CONTRACT WITH DM MEDICAL BILLING TO PROVIDE THIRD-PARTY EMS BILLING SERVICES, IN AN AMOUNT NOT TO EXCEED \$186,000.00, FROM SEPTEMBER 18, 2013 TO SEPTEMBER 17, 2014.**

	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 ECONOMIC  
DEVELOPMENT & PUBLIC WORKS**

**FREEHOLDER SIMMONS  
FREEHOLDER BARNES**

**47872 RESOLUTION RECOGNIZING SATURDAY, NOVEMBER 30, 2013 AS "SHOP LOCAL SATURDAY" TO SUPPORT AND PROMOTE SMALL BUSINESS.**

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

Comments: N/A

**47873 RESOLUTION AUTHORIZING A CONTRACT WITH THE NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT, FOR THE TOTAL AMOUNT OF \$3,866,671.00 FROM JULY 1, 2013 TO JUNE 30, 2014.**

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

Comments: N/A

**47874 RESOLUTION AUTHORIZING A CONTRACT WITH BUD CONCRETE, INC. FOR THE MISCELLANEOUS CONCRETE REPLACEMENT AND PEDESTRIAN FACILITIES UPGRADE PROJECT FOR VARIOUS LOCATIONS THROUGHOUT THE COUNTY FOR THE TOTAL AMOUNT OF \$168,000.00.**

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

Comments: N/A

**47875 RESOLUTION AUTHORIZING APPLICATION AND AGREEMENT FOR DISCRETIONARY AID FOR CONSTRUCTION INSPECTION AND SUPPORT SERVICES THROUGH TTF FUNDING COMMITMENT BETWEEN THE NEW JERSEY DEPARTMENT OF TRANSPORTATION AND THE COUNTY FOR THE TOTAL AMOUNT OF \$380,000.00.**

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

Comments: N/A

**47876 RESOLUTION AUTHORIZING AN EXTENSION OF THE CONTRACT WITH TAG'S AUTO SUPPLY, INC. FOR SUPPLY AND DELIVERY OF AUTOMOTIVE PARTS AND ACCESSORIES FROM OCTOBER 19, 2013 TO OCTOBER 18, 2015 IN AN AMOUNT NOT TO EXCEED \$140,000.00 PER YEAR.**

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

Comments: N/A

**47877 RESOLUTION AUTHORIZING A SECOND AMENDMENT TO A CONTRACT WITH TTI ENVIRONMENTAL, INC., TO INCREASE THE TOTAL CONTRACT AMOUNT BY \$9,025.00 RESULTING IN A TOTAL CONTRACT AMOUNT OF \$382,675.00.**

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

Comments: N/A

**47878 RESOLUTION AUTHORIZING A ONE (1) YEAR EXTENSION TO A CONTRACT WITH CORE MECHANICAL, INC. , IN AN AMOUNT NOT TO EXCEED \$495,000.00 FROM NOVEMBER 1, 2013 TO OCTOBER 31, 2014.**

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

Comments: N/A

**47879 RESOLUTION AWARDED A CONTRACT TO PATRIOT ROOFING, INC. FOR THE SUPPLY OF ALL LABOR AND MATERIALS RELATIVE TO INSTALLATION OF A NEW ROOF AT 1000 N. DELAWARE STREET, PAULSBORO, HEALTH DEPARTMENT BUILDING, FOR A COST OF \$34,380.00, WITH AN ADDITIONAL COST OF \$3.50 PER SQUARE FOOT TO REPLACE PLYWOOD DECKING AS APPROVED, FOR A TOTAL 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

**47880 RESOLUTION AUTHORIZING THE AWARD OF A PROFESSIONAL SERVICES CONTRACT FOR CAPITAL PROJECTS MANAGEMENT SERVICES TO FEDERICI & AKIN, P.A., IN AN AMOUNT NOT TO EXCEED \$90,000.00 FROM OCTOBER 2, 2013 TO OCTOBER 1, 2014.**

	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**

**DEPARTMENT OF SOCIAL & HUMAN SERVICES**

**FREEHOLDER NESTORE  
DEPUTY DIRECTOR CHILA**

**47881 RESOLUTION AUTHORIZING EXECUTION OF DOCUMENTS FOR A CONTRACT MODIFICATION BETWEEN THE COUNTY AND THE NEW JERSEY DEPARTMENT OF HUMAN SERVICES FOR THE 2013 SOCIAL SERVICES FOR THE HOMELESS CONTRACT FOR ADDITIONAL FUNDS FOR PROGRAM YEAR 2013, IN THE FORM OF THE SANDY HOMEOWNER / RENTER ASSISTANCE PROGRAM (SHRAP) GRANT FOR AN AMOUNT NOT TO EXCEED \$108,000.00 FROM SEPTEMBER 1, 2013 TO SEPTEMBER 30, 2015.**

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

Comments: N/A

**47882 RESOLUTION AUTHORIZING A THREE (3) MONTH EXTENSION, FROM OCTOBER 1, 2013 TO DECEMBER 31, 2013, TO CONTRACTS WITH ROWLAND TRANSPORTATION, INC. AND RAILS CONSULTING SERVICES, LLC, IN AN AMOUNT NOT TO EXCEED \$17,000.00.**

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

Comments: N/A

**47883 RESOLUTION AUTHORIZING THE EXECUTION OF AN AMENDMENT TO CONTRACT BETWEEN THE COUNTY AND CATHOLIC CHARITIES, INC. TO INCREASE THE CONTRACT AMOUNT BY \$12,500.00.**

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

Comments: N/A

**47884 RESOLUTION AUTHORIZING THE EXECUTION OF AN AMENDMENT TO CONTRACT BETWEEN THE COUNTY AND THE CENTER FOR FAMILY SERVICES, INC. TO INCREASE THE CONTRACT AMOUNT BY \$12,500.00.**

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

Comments: N/A

**DEPARTMENT OF GOVERNMENT SERVICES**

**FREEHOLDER WALLACE  
FREEHOLDER SIMMONS**

**DEPARTMENT OF PARKS & LAND PRESERVATION**

**FREEHOLDER TALIAFERRO  
FREEHOLDER BARNES**

Old Business

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: N/A

**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**

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

Comments: N/A

**RECOGNIZING RUTH AND BOB SCHULTZ  
GLOUCESTER COUNTY  
OUTSTANDING SENIOR VOLUNTEERS, 2013**

*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, Ruth and Bob Schultz, residents of West Deptford, have been dedicated and dependable volunteers with the Gloucester County Division of Senior Services for over thirty years. Married for 64 years, Ruth and Bob have 5 children, 20 grandchildren and 21 great-grandchildren. Bob volunteers his time assisting with the preparation and distribution of meals at the Thorofare Nutrition Site. Ruth delivers serv-a-tray meals to disabled, homebound or recuperating seniors for the Paulsboro Nutrition Site. Ruth also dedicates her time to singing in the St. Paul's Church choir, serving as president of the St. Paul's Women's Club and volunteering at the Neighborhood Center in Camden. Ruth and Bob also volunteer for the Thorofare Fire Company, holding offices in both the Auxiliary and Fire Company; and*

*WHEREAS, praised for "never turning any opportunity down to serve others," Ruth and Bob Schultz exemplify the spirit of the definition of "Outstanding Senior Volunteers for Gloucester County, 2013".*

**NOW THEREFORE, BE IT PROCLAIMED, that I, Robert M. Damming, as Director, and on behalf of the 2013 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 Ruth and Bob Schultz as the GLOUCESTER COUNTY OUTSTANDING SENIOR VOLUNTEERS FOR 2013.**

*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 23rd day of October, 2013.*

\_\_\_\_\_  
**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**

AI

**RESOLUTION AUTHORIZING AND CONFIRMING SETTLEMENT OF THE  
 WORKERS' COMPENSATION CLAIMS OF PETITIONER,  
LORRAINE BECKETT v. GLOUCESTER COUNTY, C.P. NOS. 2003-12722;  
 2003-12726; 2003-12752; 2006-15735; 2008-793; and;  
MICHAEL CREAMER v. GLOUCESTER COUNTY, C.P. NOS. 2007-6659  
 and 2007-9488; AND  
BARBARA JO DIO v. GLOUCESTER COUNTY,  
 C.P. NOS. 2009-29489 AND 2011-2046**

**WHEREAS**, the Petitioners, *Lorraine Beckett, Michael Creamer and Barbara Jo Dio*, filed claims against the County of Gloucester with the State of New Jersey, Department of Labor, Division of Workers' Compensation; and

**WHEREAS**, the parties through Legal Counsel have reached a proposed resolution of the matters, said proposal having been received by the Court for reasonableness; and

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Chosen Freeholders of the County of Gloucester that disposition of the claim filed by the herein mentioned Petitioner is hereby authorized as follows:

<u>Claimant</u>	<u>Petition No(s).</u>	<u>Award Amt.</u>	<u>Event</u>
Lorraine Beckett	2003-12752 2006-15735 2008-793 2003-12726 <i>dismissed w/\$30.00 steno fee</i> 2003-12722 <i>dismissed w/\$30.00 steno fee</i>	\$34,000.00 total \$14,000.00 total \$ 9,590.00 total	multiple
Michael Creamer	2007-6659 2007-9488	\$17,590.00 for both	MVA Shoveling
Barbara Jo Dio	2009-29489 2011-2046	\$ 5,090.00 for both	Slip and fall Repetitive motion

**BE IT FURTHER RESOLVED** that the appropriate legal representative of the County is hereby authorized to execute such documents as shall be necessary to effectuate the disposition as set forth hereinabove.

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders, County of Gloucester and State of New Jersey held on Wednesday, October 16, 2013 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT N. DI LELLA, CLERK**

A2

**RESOLUTION PROVIDING FOR THE INSERTION OF SPECIAL ITEMS OF REVENUE INTO THE 2013 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 2013 as follows:

- (1) The sum of **\$10,798.00**, which item is now available as a revenue from the New Jersey Department of Health Right to Know, to be appropriated under the caption of the New Jersey Department of Health Right to Know - *Other Expenses*;
- (2) The sum of **\$100,000.00**, which item is now available as a revenue from the New Jersey Office of Homeland Security and Preparedness FY13 Homeland Security Grant, to be appropriated under the caption of the New Jersey Office of Homeland Security and Preparedness FY13 Homeland Security Grant - *Other Expenses*;
- (3) The sum of **\$600,000.00**, which item is now available as a revenue from the New Jersey Office of Emergency Management Hazard Mitigation Grant, to be appropriated under the caption of the New Jersey Office of Emergency Management Hazard Mitigation Grant - *Other Expenses*;

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on October 16, 2013 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

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

**ATTEST:**

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

**RESOLUTION AUTHORIZING APPROVAL OF THE  
BILL LISTS FOR THE MONTH OF OCTOBER 2013**

**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 11, 2013; 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 11, 2013.

**NOW, THEREFORE, BE IT RESOLVED** that the County's Bill List for the period ending October 11, 2013, 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 11, 2013, 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 16, 2013 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT N. DILELLA, CLERK**

**RESOLUTION AUTHORIZING THE REIMBURSEMENT TO GREENWICH IN THE AMOUNT OF \$74,988.25 AND TO MANTUA IN THE AMOUNT OF \$30,232.75 FOR CERTAIN COSTS ASSOCIATED WITH TAX MAP EXPENSES AS RELATED TO REVALUATION**

**WHEREAS**, pursuant to the New Jersey Property Tax Assessment Reform Act (“the Act”), N.J.S.A. 54:1-86 et seq., Gloucester County has been designated as the pilot county and received the authority to pursue regionalized tax assessment on a County-wide basis; and

**WHEREAS**, a major aspect of the program is the periodic revaluation of the real property in Greenwich and Mantua located in the County. N.J.S.A. 54:1-90 provides that every municipality within the pilot county shall implement a real property revaluation; and

**WHEREAS**, the New Jersey Property Tax Assessment Reform Act requires revaluation of all real property, the cost of which was underwritten by the County of Gloucester which is to be fully reimbursed by the State of New Jersey. The New Jersey Division of Taxation requires that tax maps be updated as part of the required revaluation. As provided for by the Act, Greenwich and Mantua are entitled to reimbursement for costs of the tax map update. The respective municipal Chief Financial Officers have certified that the funds have been expended for this purpose; and

**WHEREAS**, the County Assessor of the Gloucester County Office of Assessment has reviewed the submission and recommends reimbursement to Greenwich in the amount of \$74,988.25 and to Mantua in the amount of \$30,232.75.

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Chosen Freeholders of the County of Gloucester that the appropriate County Officials are authorized to process the reimbursement to Greenwich in the amount of \$74,988.25 and to Mantua in the amount of \$30,232.75.

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, October 16, 2013, at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT N. DI LELLA, CLERK**

A5

**RESOLUTION TO CONTRACT WITH NORTH AMERICAN VIDEO, INC. FOR THE PURCHASE, LICENSING AND INSTALLATION ASSISTANCE OF A VIDEO SURVEILLANCE SYSTEM FOR THE GLOUCESTER COUNTY PROBATION FACILITY AT FIVE POINTS PLAZA IN DEPTFORD IN AN AMOUNT NOT TO EXCEED \$34,000.00**

**WHEREAS**, the County of Gloucester (hereinafter the "County") has a need to purchase a new video surveillance system which includes licensing and installation assistance for the renovations being done at the County Adult Probation facility located at the Five Points Building in Deptford, New Jersey; and

**WHEREAS**, after following proper public bidding procedure, it was determined that North American Video, Inc. with offices at 301 Drum Point Road, Brick, New Jersey 08723 was the lowest responsible bidder to supply said services in an amount not to exceed \$34,000.00 for items listed in the bid specifications PD 013-049; and

**WHEREAS**, since the contract is open ended, the County is not obligated to make any purchase; and therefore, no Certificate of Availability of Funds is required at this time; and

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Chosen Freeholders of the County of Gloucester, that the Freeholder Director and the Clerk of the Board, are hereby authorized to execute and attest to a contract with North American Video, Inc. for the purchase, license and installation assistance of a new video surveillance system for the renovation project at the Gloucester County Probation Facility at the Five Points Plaza in Deptford as per PD 013-049 in an amount not to exceed \$34,000.00; and

**BE IT FURTHER RESOLVED** 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 16, 2013 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT N. DILELLA, CLERK**

A5

**CONTRACT  
BETWEEN  
NORTH AMERICAN VIDEO, INC.  
AND  
THE COUNTY OF GLOUCESTER**

**THIS CONTRACT** is made effective the 16<sup>th</sup> day of October, 2013 by and between **THE COUNTY OF GLOUCESTER**, a body politic and corporate, with offices at 2 South Broad Street, Woodbury, New Jersey, 08096 hereinafter referred to as "**County**", and **NORTH AMERICAN VIDEO, INC.**, with offices at 301 Drum Point Road, Brick, New Jersey 08723, hereinafter referred to as "**Vendor**".

**RECITALS**

**WHEREAS**, the County of Gloucester, after due notice and advertisement, received sealed bids for an IP Video Surveillance System for the Adult Probation Facility at Five Points in Deptford, New Jersey; 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.** Contract shall be for the purchase of all equipment specified in PD 013-049 and listed on Exhibit A.
2. **COMPENSATION.** Vendor shall be compensated for a contract amount not to exceed \$34,000.00 for all equipment listed in specification PD 13-049.
3. **DUTIES OF CONTRACTOR.** The specific duties of the Vendor shall be as set forth in the bid specifications identified as PD 13-049 which are incorporated herein and made a part hereof by reference. Attached is Exhibit A showing list of equipment needed and support time allotted. Should there occur a conflict between this form of contract and the bid documents, the bid documents shall prevail.

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

4. **FURTHER OBLIGATIONS OF THE PARTIES.** During the performance of this Contract, the Vendor agrees as follows:

The Vendor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the vendor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity 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 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 nondiscrimination clause.

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 age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The Vendor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the vendor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The Vendor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The Vendor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

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 13-049, 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 these negotiations 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 Vendor. 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 VENDOR STATUS.** The parties acknowledge that Vendor is an independent contractor and is not an agent of the County.

19. **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.

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

21. **CONTRACT PARTS.** This Contract consists of this Contract document and the specifications identified as PD 13-049, and the bidder's bid package, Exhibit A, all of which are referred to and incorporated herein. Should there occur a conflict between this Contract and the specifications, then this Contract shall prevail. If there should occur a conflict between either this Contract or the specifications and the bid package, then this Contract and the specifications shall prevail.

**THIS CONTRACT** is dated this 16<sup>th</sup> day of October, 2013.

**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 and its corporate seal affixed the day and year first above written.

**ATTEST:**

**COUNTY OF GLOUCESTER**

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

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

**ATTEST:**

**NORTH AMERICAN VIDEO, INC.**

\_\_\_\_\_

**BY:** \_\_\_\_\_

\_\_\_\_\_  
(Please Print Name)



entities within the County	no	yes	yes	yes	10/11/2013
<b>THIS IS A ONE YEAR CONTRACT</b>					
<b>Bid specifications sent to:</b>					
<b>Based upon the bids received, I recommend that . be awarded a contract as the lowest responsive, responsible bidder.</b>					

Sincerely,  
Purchasing Director

Exhibit A AS

TO THE BOARD OF CHOSEN FREEHOLDERS  
OF THE COUNTY OF GLOUCESTER

FREEHOLDERS:

THE UNDERSIGNED HEREBY DECLARES THAT HE/SHE HAS CAREFULLY EXAMINED THE SPECIFICATIONS AND PROPOSAL FORM FOR THE ABOVE, FOR WHICH BIDS WILL BE OPENED AND READ IN PUBLIC ON THE DATE ADVERTISED IN THE NEWSPAPER IN THE PURCHASING DEPARTMENT, 2ND FLOOR, COUNTY BUILDING, 2 S. BROAD St, 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.

QUANTITY	DESCRIPTION	UNIT PRICE
2	ARECONT AV5115DENV1 Cameras	\$ 468-
2	ARECONT M118FM16 Lens	\$ 528-
2	ARECONT HSG2 Housings	\$ 182-
2	ARECONT AV2125DENV1 Cameras	\$ 643-
2	ARECONT AV20185DN-HB Cameras	\$ 1704-
3	ARECONT AV8365DN Cameras	\$ 1319-
2	ARECONT AV2146-3310-D Cameras	\$ 479-
2	ARECONT AV3146-3310-D Cameras	\$ 561-
8	ARECONT AV2145-3310-D Cameras	\$ 429-
	LOT Required Arecont wall mount, Back Boxes, etc.	\$ 2000
1	GSC-5.2 Security Center 5.2 Version	\$ Included
1	GSC-Base-5.2 Genetec Security Center (GSC) Base Package - Version 5.2 which includes: 1 Directory, 5 Security Desk client connections, Plan Manager Basic for 3 Maps and 30 entities, Alarm Management, Advanced Reporting, System Partitioning, Zone Monitoring, Email Support, Macros Support (actual macros sold separately), all supported languages. Must purchase a Synergis, Omnicast, or AutoVu base package to enable access control, video, or LPR content respectively	\$ Included
1	GSC-Om-S GSC Omnicast Standard Package which includes: Archiving support, Media Router, Audio, Camera Sequences, Time Zone, Edge recording and trickling, 1 Keyboard connection, Max. 50 cameras, Max. 5 clients, Max. 1 Archiver	\$ 490-
21	GSC-Om-S-1C 1 camera connections	\$ 125- each x 21 = 2625-
1	SMA-BASE-3Y SMA Base Package - 2 years - 3 years LOT System programming included in price LOT Two (2) four hour sessions Includes camera connections	\$ 1650-
1	SVPRO-12TB SV-PRO with 12TB with Genetec software preloaded	\$ 7100-
2	GE-DS-242-POE 24-PORT 10/100MBPS PLUS 2- GIGABIT TP/SFP MANAGED POE SWITCH (POE FULL POWER)	\$ 750 ea x 2 = \$1500

lot misc mounts, boxes, etc.

\* Installation by Cty. of Gloucester

DELIVERY DATE: 5-7 DAYS ARO

unless backordered by manufacturer.

VARIATIONS: None

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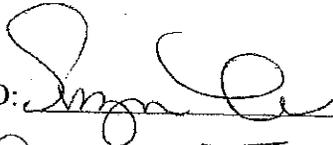
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SIGNATURE PAGE

SIGNED: 

COMPANY: Halifax Security Inc  
DBA North American Video

NAME: Suzanne Thomas  
(PRINTED OR TYPED)

ADDRESS: 301 Drum Point Rd  
Bndk NJ 08723

TITLE: Bid Officer

TELE# 732-477-0686

DATE: 10/1/13

FAX #: 732-477-0329

AS

FREEHOLDERS:

THE UNDERSIGNED HEREBY DECLARES THAT HE/SHE HAS CAREFULLY EXAMINED THE SPECIFICATIONS AND PROPOSAL FORM FOR THE ABOVE, FOR WHICH BIDS WILL BE OPENED AND READ IN PUBLIC ON THE DATE ADVERTISED IN THE NEWSPAPER IN THE PURCHASING DEPARTMENT, 2ND FLOOR, COUNTY BUILDING, 2 S. BROAD St, 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.

QUANTITY	DESCRIPTION	UNIT PRICE
2	ARECONT AV5115DNV1 Cameras	\$ <u>566.18</u>
2	ARECONT M118FM16 Lens	\$ <u>239.79</u>
2	ARECONT HSG2 Housings	\$ <u>219.83</u>
2	ARECONT AV2125DNV1 Cameras	\$ <u>782.88</u>
2	ARECONT AV20185DN-HB Cameras	\$ <u>2063.59</u>
3	ARECONT AV8365DN Cameras	\$ <u>1597.30</u>
2	ARECONT AV2146-3310-D Cameras	\$ <u>579.50</u>
2	ARECONT AV3146-3310-D Cameras	\$ <u>679.42</u>
8	ARECONT AV2145-3310-D Cameras	\$ <u>532.88</u>
	LOT Required Arecont wall mount, Back Boxes, etc.	
1	GSC-5.2 Security Center 5.2 Version	\$ <u>300 -</u>
1	GSC-Base-5.2 Genetec Security Center (GSC) Base Package - Version 5.2 which includes:	\$ <u>0</u>
	1 Directory, 5 Security Desk client connections, Plan Manager Basic for 3 Maps and 30 entities, Alarm Management, Advanced Reporting, System Partitioning, Zone Monitoring, Email Support, Macros Support (actual macros sold separately), all supported languages. Must purchase a Synergis, Omnicast, or AutoVu base package to enable access control, video, or LPR content respectively	\$ <u>0</u>
1	GSC-Om-S GSC Omnicast Standard Package which includes: Archiving support, Media Router, Audio, Camera Sequences, Time Zone, Edge recording and trickling, 1 Keyboard connection, Max. 50 cameras, Max. 5 clients, Max. 1 Archiver	\$ <u>531 -</u>
21	GSC-Om-S-1C 1 camera connections	\$ <u>135 -</u>
1	SMA-BASE-3Y SMA Base Package - 2 years	\$ <u>864 -</u>
	LOT System programming	<u>7000 -</u>
	LOT Two (2) four hour sessions	
1	SVPRO-12TB SV-PRO with 12TB with Genetec software preloaded	\$ <u>7762.50</u>
2	GE-DS-242-POE 24-PORT 10/100MBPS PLUS 2- GIGABIT TP/SFP MANAGED POE SWITCH (POE FULL POWER)	\$ <u>966.67</u>

DELIVERY DATE: 30 DAYS ARO

VARIATIONS:

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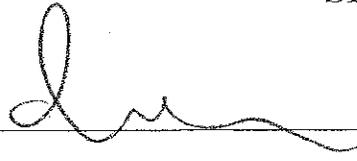
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SIGNATURE PAGE

SIGNED: 

COMPANY: SECUREWATCH 2A, LLC

NAME: NEIL WIENER  
(PRINTED OR TYPED)

ADDRESS: ONE PENN PLAZA, SUITE 4000  
NY, NY 10119

TITLE: CEO

TELE# (212) 729-5400

DATE: 10/1/13

FAX #: (212) 729-5401

AS

SIGNED: Barry Ginsburg

COMPANY: TYCO INTEGRATED SECURITY

NAME: Barry Ginsburg  
(PRINTED OR TYPED)

ADDRESS: 7895 Browning Road  
PENNSAUKEN, NJ 08109

TITLE: DISTRICT MANAGER

TELE# 856-910-4696

DATE: 10/3/2013

FAX #: 856-661-4449

gn

TO THE BOARD OF CHOSEN FREEHOLDERS  
OF THE COUNTY OF GLOUCESTER

FREEHOLDERS:

THE UNDERSIGNED HEREBY DECLARES THAT HE/SHE HAS CAREFULLY EXAMINED THE SPECIFICATIONS AND PROPOSAL FORM FOR THE ABOVE, FOR WHICH BIDS WILL BE OPENED AND READ IN PUBLIC ON THE DATE ADVERTISED IN THE NEWSPAPER IN THE PURCHASING DEPARTMENT, 2ND FLOOR, COUNTY BUILDING, 2 S. BROAD St, 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.

QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
2	ARECONT AV5115DNV1 Cameras	\$738.73	\$1477.46
2	ARECONT M118FM16 Lens	\$259.49	\$ 590.98
2	ARECONT HSG2 Housings	\$270.87	\$541.74
2	ARECONT AV2125DNV1 Cameras	\$919.31	\$1836.62
2	ARECONT AV20185DN-HB Cameras	\$2542.88	\$5085.76
3	ARECONT AV8365DN Cameras	\$1969.16	\$5907.48
2	ARECONT AV2146-3310-D Cameras	\$2428.57	\$4857.14
2	ARECONT AV3146-3310-D Cameras	\$2428.57	\$4857.14
8	ARECONT AV2145-3310-D Cameras	\$590.99	\$4727.92
1	LOT Required Arecont wall mount, Back Boxes, etc.	\$166.50	\$166.50
1	GSC-5.2 Security Center 5.2 Version	\$0.00	\$0.00
1	GSC-Base-5.2 Genetec Security Center (GSC) Base Package	\$0.00	\$0.00
	Version 5.2 which includes:		
	1 Directory, 5 Security Desk client connections, Plan Manager Basic for 3 Maps and 30 entities, Alarm Management, Advanced Reporting, System Partitioning, Zone Monitoring, Email Support, Macros Support (actual macros sold separately), all supported languages. Must purchase a Synergis, Omnicast, or AutoVu base package to enable access control, video, or LPR content respectively		
1	GSC-Om-S GSC Omnicast Standard Package which includes: Archiving support, Media Router, Audio, Camera Sequences, Time Zone, Edge recording and trickling, 1 Keyboard connection, Max. 50 cameras; Max. 5 clients, Max. 1 Archiver	\$0.00	\$0.00
		\$611.05	\$611.05
21	GSC-Om-S-1C 1 camera connections	\$174.04	\$3655.47
1	SMA-BASE-3Y SMA Base Package -- 2 years	\$994.24	\$994.24
	LOT System programming	\$1997.16	\$1997.16
	LOT Two (2) four hour sessions	\$1331.44	\$1331.44
1	SVPRO-12TB SV-PRO with 12TB with Genetec software preloaded	\$9321.09	\$9321.09
2	GE-DS-242-POE 24-PORT 10/100MBPS PLUS 2- GIGABIT TP/SFP MANAGED POE SWITCH (POE FULL POWER)	\$853.03	\$1706.06
	<b>SUBTOTAL :</b>		\$51350.23
	Less NJPA Discount		(\$513.50)
	Less Customer Discount		(\$1903.36)
	<b>TOTAL:</b>		\$48,9337.37

DELIVERY DATE: 21 DAYS ARO

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# SIGNATURE PAGE

SIGNED: 

COMPANY: AMERICAN INTEGRATED SECURITY GROUP

NAME: GARY SNYDER  
(PRINTED OR TYPED)

ADDRESS: 1506 32<sup>ND</sup> SOUTH MAIN ST  
MEDFORD, NJ 08055

TITLE: KEY ACCOUNTS MANAGER

TELE# 609-654-8400

DATE: 10/3/13

FAX #: 609-654-8465

TO THE BOARD OF CHOSEN FREEHOLDERS  
OF THE COUNTY OF GLOUCESTER

FREEHOLDERS:

THE UNDERSIGNED HEREBY DECLARES THAT HE/SHE HAS CAREFULLY EXAMINED THE SPECIFICATIONS AND PROPOSAL FORM FOR THE ABOVE, FOR WHICH BIDS WILL BE OPENED AND READ IN PUBLIC ON THE DATE ADVERTISED IN THE NEWSPAPER IN THE PURCHASING DEPARTMENT, 2ND FLOOR, COUNTY BUILDING, 2 S. BROAD St, 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.

QUANTITY	DESCRIPTION	PER UNIT PRICE	TOTAL PRICE
2	ARECONT AV5115DNV1 Cameras	\$ 594.80	\$ 1,189.60
2	ARECONT M118FM16 Lens	\$ 251.60	\$ 503.20
2	ARECONT HSG2 Housings	\$ 262.40	\$ 524.80
2	ARECONT AV2125DNV1 Cameras	\$ 800.00	\$ 1,600.00
2	ARECONT AV20185DN-HB Cameras	\$ 1,907.60	\$ 3,815.20
3	ARECONT AV8365DN Cameras	\$ 1,587.20	\$ 4,761.60
2	ARECONT AV2146-3310-D Cameras	\$ 608.00	\$ 1,216.00
2	ARECONT AV3146-3310-D Cameras	\$ 704.00	\$ 1,408.00
8	ARECONT AV2145-3310-D Cameras	\$ 549.20	\$ 4,393.60
	LOT Required Arecont wall mount, Back Boxes, etc.		
1	GSC-5.2 Security Center 5.2 Version	\$ 00.00	\$ 00.00
1	GSC-Base-5.2 Genetec Security Center (GSC) Base Package – Version 5.2 which includes: 1 Directory, 5 Security Desk client connections, Plan Manager Basic for 3 Maps and 30 entities, Alarm Management, Advanced Reporting, System Partitioning, Zone Monitoring, Email Support, Macros Support (actual macros sold separately), all supported languages. Must purchase a Synergis, Omnicast, or AutoVu base package to enable access control, video, or LPR content respectively	\$ 00.00	\$ 00.00
1	GSC-Om-S GSC Omnicast Standard Package which includes: Archiving support, Media Router, Audio, Camera Sequences, Time Zone, Edge recording and trickling, 1 Keyboard connection, Max. 50 cameras, Max. 5 clients, Max. 1 Archiver	\$ 590.00	\$ 590.00
21	GSC-Om-S-1C 1 camera connections	\$ 150.00	\$ 3,150.00
1	SMA-BASE-3Y SMA Base Package – 2 years LOT System programming LOT Two (2) four hour sessions	\$ 4,845.00	\$ 4,845.00
1	SVPRO-12TB SV-PRO with 12TB with Genetec software preloaded	\$10,881.25	\$10,881.25
2	GE-DS-242-POE 24-PORT 10/100MBPS PLUS 2- GIGABIT TP/SFP MANAGED POE SWITCH (POE FULL POWER)	\$ 880.00	\$ 1,760.00
	TOTAL COST		\$40,648.25

Alc

**RESOLUTION TO CONTRACT WITH AVAYA FOR MAINTENANCE AND SUPPORT OF TELEPHONE SWITCHES IN VARIOUS COUNTY BUILDINGS FROM NOVEMBER 1, 2013 TO OCTOBER 31, 2014 THROUGH STATE CONTRACT #A80802 IN AN AMOUNT NOT TO EXCEED \$100,000.00**

**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 \$100,000.00 per year through State Contract #A80802; and

**WHEREAS**, the contract shall be for an estimated units of service, with an amount not to exceed \$100,000.00. 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 2014 is conditioned upon the approval of the 2014 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 and software maintenance and support contract for county telephone switches from AVAYA for a total amount not to exceed \$100,000.00 through State Contract #A80802 from November 1, 2013 to October 31, 2014.

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, October 16, 2013 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ATTEST:**

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

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



B1

**RESOLUTION AUTHORIZING THE ACCEPTANCE OF THE FFY 2013  
HOMELAND SECURITY GRANT PROGRAM FROM THE NEW JERSEY OFFICE OF  
HOMELAND SECURITY AND PREPAREDNESS IN THE AMOUNT OF \$100,000.00  
WITH A FUNDING PERIOD FROM SEPTEMBER 1, 2013 TO AUGUST 31, 2015  
WHICH WILL PROVIDE FUNDS FOR BUILDING AND SUSTAINING NATIONAL  
PREPAREDNESS**

**WHEREAS**, the mission of the U.S. 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**, the 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 total amount funded for the FFY13 Homeland Security Grant \$100,000.00, from September 1, 2013 to August 31, 2015; and

**WHEREAS**, extension for 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, that the Director of the Board, is hereby authorized and directed to execute and the Clerk of the Board is authorized to attest to the execution of the grant agreement and any and all necessary documents with the New Jersey Office of Homeland Security and Preparedness to accept the FFY 2013 Homeland Security Grant Program in the total amount of \$100,000.00, from September 1, 2013 to August 31, 2015.

**BE IT FURTHER RESOLVED** that the County of Gloucester is permitted to purchase from the Government Services Administration Contract (GSA) when spending said funds.

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester and State of New Jersey held on Wednesday, October 16, 2013 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT N. DILELLA, CLERK**



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BOARD OF  
CHOSEN FREEHOLDERS

COUNTY OF GLOUCESTER  
STATE OF NEW JERSEY

FREEHOLDER DIRECTOR  
Robert M. Damming

FREEHOLDER LIAISON  
Vincent H. Nestore Jr.

TO: jack DeAngelo

DEPARTMENT: Emergency Response

GRANT TITLE: FFY13 Homeland Security Program

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

DATE: October 3, 2013



DEPARTMENT OF HUMAN  
SERVICES

DIRECTOR  
Lisa A. Cerny

P.O. Box 337  
Woodbury, NJ 08096

Phone: 856.384.6870

Fax: 856.384.0207

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

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

### CERTIFICATION LETTER

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

REVIEWED BY: [Signature]

REVIEWED BY: [Signature]  
Grants Coordinator

FREEHOLDER MEETING: October 16, 2013

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

# STATE OF NEW JERSEY FEDERAL GRANT AGREEMENT

## Office of Homeland Security and Preparedness and

### Gloucester County (Subgrantee)

#### GENERAL

- I. Grant Agreement Data
- II. Compliance with Existing Laws
- III. Bonding and Insurance
- IV. Indemnification

#### PRE-AWARD REQUIREMENTS

- V. Special Grant Conditions

#### POST-AWARD REQUIREMENTS

- VI. Financial Management System
- VII. Method of Reimbursement
- VIII. Allowable Costs
- IX. Period of Performance
- X. Matching and Cost Sharing
- XI. Program Income
- XII. Budget Revisions and Modifications
- XIII. Property Management and Disposition Standards
- XIV. Procurement Standards
- XV. Monitoring of Program Performance
- XVI. Financial and Performance Reporting
- XVII. Access to Records
- XVIII. Record Retention
- IXX. Enforcement
- XX. Termination and Suspension

#### POST-AWARD REQUIREMENTS

- XXI. Grant Close Out Procedures

#### ATTACHMENTS

- A. Non-Supplanting Certification Form
- B. Standard Assurances
- C. Special Conditions

- D. Certification Regarding Lobbying
- E. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- F. Conditions on CBRN/HAZMAT Grant Funding
- G. Interoperability Projects
- H. OHSP Special Conditions for Funding Regarding Automated License Plate Readers
- I. Specialized Vehicles
- J. Information Technology Projects
- K. Protocol for Processing and Issuing ID Cards
- L. OHSP Special Conditions for HSGP-Funded Exercise Salary Reimbursements
- 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 **Gloucester County** (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 **\$100,000.00 of FY13 State Homeland Security Program (SHSP), (Performance Period: September 1, 2013 to August 31, 2015)**, (Award No. EMW-2013-SS-00032, CFDA No. 97.073) 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.
- I. 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](http://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 (RDDDB) must be properly entered once deployed and made operational. The RDDDB is maintained by the New Jersey Division of State Police Recovery Bureau, Public Assistance/Support Services Unit, (609) 963-6996. A copy of the RDDDB entry will be included with each request for reimbursement when applicable. Please note that if your agency puts together a "packaged" typed resource they should also enter that "packaged" typed resource into the RDDDB.**

- 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. The Subgrantee agrees that, when practicable, any equipment purchased with grant funding shall be prominently marked as follows: "Purchased with funds provided by the U.S. Department of Homeland Security."
- 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. 11-19-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. 11-19-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. 11-18-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. Procurement of authorized items shall not commence until the Subgrantee has a fully executed Grant Agreement on file. In no case will any reimbursement be processed without a fully executed Grant Agreement on file with OHSP.
- B. 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).
- C. Standards - Recipients and subrecipients shall use their own procurement procedures and regulations, provided that the procurement conforms to applicable federal law and standards.
- D. 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.
- E. 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.
- F. 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.

- G. 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).
- H. Purchasing equipment, goods and services under this grant is the responsibility of the Subgrantee, unless other arrangements have been authorized in writing.
- I. 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.
- J. 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.
- K. Subgrantees and any other lower tier subrecipients who receive funding from a Homeland Security Grant Program shall ensure that all vendors they intend to do business with are not listed as an Excluded Entity on the federal System for Award Management (SAM) or a debarred agency on New Jersey's Consolidated Debarment Report. All Subgrantees and subrecipient will conduct a check with the federal website <http://www.SAM.gov/portal/public/SAM/> and the state website <http://www.state.nj.us/treasury/debarred/>. Subgrantees and lower tier subrecipients shall make a copy of the search results and retain with the other procurement documents that will be subject to audit at a later time.
- L. All subgrantees must upload purchasing documentation into the Grants Tacking System (GTS). Purchasing documentation shall include, but is not limited to, a Subgrantee's purchase order, vendor's invoice and Subgrantee's proof of payment or a printout of a New Jersey Comprehensive Financial System (NJCFS) Open Payment Voucher Line Table report.

**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 at least 50% 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. As a condition of receiving FY13 SHSP/UASI funding, FEMA requires all State Administrative Agencies and their respective FY13 SHSP/UASI Subgrantees to report, on a semiannual basis, any equipment and/or training purchases along with the typed capability that the equipment and/or training supports (where such typing guidance exists). The following information is to be included in each semiannual report:
1. What equipment was purchased and what typed capability it supports.
  2. The number of people training in a given capability to support a reported number of defined resource typed teams.
  3. The total number of a defined type of resource and core capabilities built using FY12 SHSP and/or FY12 UASI funding.

The above information, if applicable based on your awarded FY13 SHSP/UASI project funding, must be entered into FEMA's Excel-based Resource Typing Tool that will be provided to your agency. **The completed Resource Typing Tool must be submitted back to the OHSP Grant and Program Management Bureau semiannually on January 15<sup>th</sup> and July 15<sup>th</sup> of each year.** Resource typing is a key component of the National Incident Management System (NIMS). This effort helps all federal, state, tribal, and local jurisdictions locate, request, and track resources to assist neighboring jurisdictions when local capability is overwhelmed. The description and listing of NIMS typed resources can be found at: <http://www.fema.gov/resource-management>. Please note that if your agency puts together a "packaged" typed resource they should also enter that "packaged" typed resource into the State of New Jersey's Resource Directory Data Base (RDDB).

The Excel-based Resource Typing Tool used in reporting these assets has been electronically forwarded to your County Working Group Chair. They, or their designee, will need to populate and submit the Resource Typing Tool to OHSP.

- E. 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.
- F. 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.

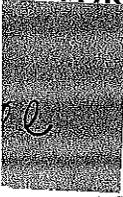
2. *Date of completion* refers to the date when all activities under the grant are completed or the expiration date in the award document, or any supplement or amendment thereto.
- B. OHSP may permit extensions when requested in writing by the Subgrantee.
- C. The Subgrantee will, together with the submission 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, 2013, and it shall expire at midnight August 31, 2015.

- September 1, 2014:** Midterm financial and programmatic review, at least fifty percent (50%) of the award should be legally/contractually obligated.
- February 2, 2015:** All awarded funds shall be legally/contractually obligated.
- March 2, 2015:** OHSP will begin to reprogram unexpended award dollars.
- July 31, 2015:** Final reimbursement request packages shall be submitted. (Reimbursement requests shall be submitted quarterly during the performance period.)

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

FOR THE SUBGRANTEE:

 UCESTER COUNTY

Date: Sept. 24, 2013

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 Damming, Freeholder Director  
NAME (Authorizing Official)

\_\_\_\_\_  
SIGNATURE

DATE: 9.24.13

## STANDARD ASSURANCES

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

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



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-2013-SS-00032-S01

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**Article I - Acceptance of Post Award Changes**

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

**Article II - Compliance with Funding Opportunity Announcement**

The recipient agrees that all allocations and use of funds under this grant will be in accordance with the Funding Opportunity Announcement.

**Article III - DHS Specific Acknowledgements and Assurances**

All recipients of financial assistance must acknowledge and agree—and require any sub-recipients, 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 IV - Use of DHS Seal, Logo and Flags**

All recipients 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 V - USA Patriot Act of 2001**

All recipients must 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, the USA PATRIOT Act 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.

#### **Article VI - 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 VII - Non-supplanting Requirement**

All recipients must ensure that Federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-Federal sources. Applicants or award recipients may be required to demonstrate and document that a reduction in non-Federal resources occurred for reasons other than the receipt of expected receipt of Federal funds.

#### **Article VIII - Lobbying Prohibitions**

All recipients must comply with 31 U.S.C. § 1352, which provides that 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.

#### **Article IX - Hotel and Motel Fire Safety Act of 1990**

In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. §2225(a), all recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, 15 U.S.C. §2225.

#### **Article X - Fly America Act of 1974**

All recipients must comply with 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 XI - Federal Debt Status**

All recipients are required to be non-delinquent in their repayment of any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129 and form SF-424, item number 17 for additional information and guidance.

#### **Article XII - False Claims Act and Program Fraud Civil Remedies**

All recipients must comply with the requirements of 31 U.S.C. § 3729 which set forth that no recipient of federal payments shall submit a false claim for payment. See also 38 U.S.C. § 3801-3812 which details the administrative remedies for false claims and statements made.

#### **Article XIII - Duplication of Benefits**

State, Local and Tribal Recipients must comply with 2 CFR Part §225, Appendix A, paragraph (C)(3)(c), which provides that any cost allocable to a particular Federal award or cost objective under the principles provided for in this authority may not be charged to other Federal awards to overcome fund deficiencies.

#### **Article XIV - Drug-Free Workplace Regulations**

All recipients must comply with the Drug-Free Workplace Act of 1988 (412 U.S.C. § 701 et seq.), which requires that all organizations receiving grants from any Federal agency agree to maintain a drug-free workplace. These regulations are codified at 2 CFR 3001.

#### **Article XV - Debarment and Suspension**

All recipients must comply with Executive Orders 12549 and 12689, which provide protection against waste, fraud and abuse by debarring or suspending those persons deemed irresponsible in their dealings with the Federal government.

#### **Article XVI - Copyright**

All recipients must 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 Federal financial assistance awards, 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).

#### **Article XVII - Best Practices for Collection and Use of Personally Identifiable Information (PII)**

All award recipients who collect PII are required to have a publically-available privacy policy that describes what PII they collect, how they use the PII, whether they share PII with third parties, and how individuals may have their PII corrected where appropriate.

Award recipients may also find as a useful resource the DHS Privacy Impact Assessments:

[http://www.dhs.gov/xlibrary/assets/privacy/privacy\\_pia\\_guidance\\_june2010.pdf](http://www.dhs.gov/xlibrary/assets/privacy/privacy_pia_guidance_june2010.pdf)

and

[http://www.dhs.gov/xlibrary/assets/privacy/privacy\\_pia\\_template.pdf](http://www.dhs.gov/xlibrary/assets/privacy/privacy_pia_template.pdf), respectively.

#### **Article XVIII - Activities Conducted Abroad**

All recipients must ensure 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 XIX - Acknowledgement of Federal Funding from DHS**

All recipients must acknowledge their use of 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 XX - Assurances, Administrative Requirements and Cost Principles**

a. Recipients of DHS federal financial assistance must complete OMB Standard Form 424B Assurances – Non-Construction Programs. Certain assurances in this form may not be applicable to your project or program, and the awarding agency may require applicants to certify to additional assurances. Please contact the program awarding office if you have any questions.

The administrative requirements that apply to DHS award recipients originate 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"). These A-102 requirements are also located within DHS regulations at Title 44, Code of Federal Regulations (CFR) Part 13.

- 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.

b. The cost principles that apply to DHS award recipients through a grant or cooperative agreement originate from one of the following sources:

- 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.

The audit requirements for State, Local and Tribal recipients of DHS awards originate from:

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

#### **Article XXI - Summary Description of Award**

The FY 2013 HSGP plays an important role in the implementation of the National Preparedness System (NPS) by supporting the building, sustainment, and delivery of core capabilities essential to achieving the National Preparedness Goal (NPG) of a secure and resilient Nation. HSGP funding shall be used for statutorily eligible 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. This HSGP award consists of State Homeland Security Program (SHSP) funding in the amount of \$7,264,241 and Urban Areas Security Initiative (UASI) funding in the amount of \$21,663,035. 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 XXII - Fusion Center Investment Hold**

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 \$1,348,619 in support of their State Fusion Center. In order to release this hold, the grantee is required to submit the Fusion Center Investment Justification Supplemental Form, which captures requirements for all Fusion Center Investment Justifications, per pages 40-41 of the FY 2013 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 XXIII - Fusion Center Investment Hold**

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 \$2,818,640 in support of their Major Urban Area Fusion Center. In order to release this hold, the grantee is required to submit the Fusion Center Investment Justification Supplemental Form, which captures requirements for all Fusion Center Investment Justifications, per pages 40-41 of the FY 2013 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.

**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 Damming, Freeholder Director  
Name and Title of Authorized Representative

\_\_\_\_\_  
Signature  
Emergency Resp.  
1200 N. Delsea Drive, Clayton, NJ 08312  
Name and Address of Organization

9-24-13  
Date

**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 Damming, Freeholder Director

Name and Title of Authorized Representative

Signature

Date

Emergency Management

Name of Organization

1200 N. Delsea Dr. Clayton, NJ 08312

Address of Organization

### Instructions for Certification

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



## Conditions on CBRN/HazMat Grant Funding

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

- 1) Each county shall enter into written agreements with recognized hazmat service providers, if applicable, to reflect adequate county CBRN capacity, competency, and coordination. These agreements must be updated as warranted.
- 2) Each county will review and revise the EOP as necessary to reflect any significant changes, as indicated in #1 above.
- 3) The governing body of each county must enter into a statewide mutual aid agreement provided by the State, which allows its hazmat service providers to respond to out-of-county incidents, subject to availability of resources.
- 4) Must operate under the National Incident Management System.
- 5) Must utilize funds to meet and then exceed the proposed DEP/NJSP/DHSS standards found in the document entitled HAZARDOUS MATERIALS EMERGENCY RESPONSE TEAMS, Standards for Operations and Training (February, 2003 edition) or its successor.
- 6) All recipients agree to participate in regional CBRN exercises with the State Office of Emergency Management, 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
<b>All Projects</b>  <b>Must meet P25 standards</b>	<p><b>Phase 1.</b> (currently available) Interoperability systems interworking and backward compatibility with older Land Mobile Radio (LMR) systems</p> <p><b>Phase 2.</b> (when adopted nationally) Addresses the transition to 6.25 kHz channel bandwidth, and standards for console interface, as well as interface between repeaters and other subsystems</p> <p><b>Phase 3.</b> (when adopted nationally) Expected to address the operations and functionality of new aeronautical and terrestrial wireless digital public safety radio used to transmit voice and high-speed data in a multi-agency network</p>
<b>Subscriber Units</b>	<ul style="list-style-type: none"> <li>• Advanced features based on agency needs</li> <li>• high capacity rechargeable batteries</li> <li>• Recommended that all units be intrinsically safe</li> <li>• Mil Spec 810 C, D, E, F</li> <li>• Races units will be considered on an individual basis</li> </ul>
<b>Network-to-Network Gateways</b>  <b>Console Interfaced Gateways</b>	<ul style="list-style-type: none"> <li>• Provide the best solution that consumes the least amount of spectrum necessary to meet user requirements</li> <li>• Use of spectrum conserving techniques such as multiple access technologies</li> <li>• Use of spectrum or channel sharing techniques</li> <li>• Use of wired communications where possible to carry the appropriate types of communications traffic</li> <li>• Use of compression, error correction, or other processing techniques that increase throughput</li> <li>• Consider solutions that have an open interface to enable the efficient transfer of voice, data, and video signals</li> </ul>
<b>Shared Networks</b>  <b>Cross-Band/In-band Repeater Gateways</b>	<ul style="list-style-type: none"> <li>• Use of shared infrastructure elements to benefit multiple disciplines and multiple jurisdictions across a region, State, and/or Territory</li> <li>• Use cost-per-user measures to demonstrate cost effectiveness of the project</li> <li>• Apply a cost-benefit analysis to determine effectiveness and tangible benefits of chosen solution</li> <li>• Consider economic impact of other interoperability solution options</li> <li>• Consider long-term and recurring costs of proposed solution</li> <li>• Consider degree to which proposed solution will interoperate with systems and the extent to which the investment represents a shared system or system-of-system</li> </ul>

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

### *What are ALPRs?*

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

### *Fact:*

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

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

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

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

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

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

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

## CERTIFICATION STATEMENT

I certify that I have read the above ALPR special conditions and will fully comply with the concept of  
s and Adherence-to-DataSharing Standards (ADS).

SL  
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e

\_\_\_\_\_  
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".

Attachment I (revised 8/21/12)







## Information Technology Projects

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

Project Types	Consideration Factors
<p><b>RMS systems -or- Hybrid CAD/RMS systems to NJDEX</b></p>	<p><b>Phase 1.</b> (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><b>Phase 2.</b> (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><b>Intelligence Management (e.g. 28CFR23-compliant) Systems</b></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><b>NJ-DEX to N-DEX</b></p>	<p><b>Phase 1.</b> (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 LEXS 3.1 (Information Sharing Package Documentation) which is maintained and made available by the Federal Bureau of Investigation (FBI) Criminal Justice Information System (CJIS) division. This information is shared initially as a bulk load of several years' prior NJDEX records, then a periodic (e.g. - hourly or daily) upload of newly submitted and approved NJDEX records.</p> <p><b>Phase 2.</b> (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 PS-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		
	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)	
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		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

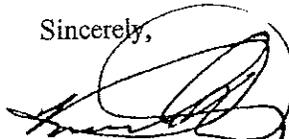
Attachment K

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

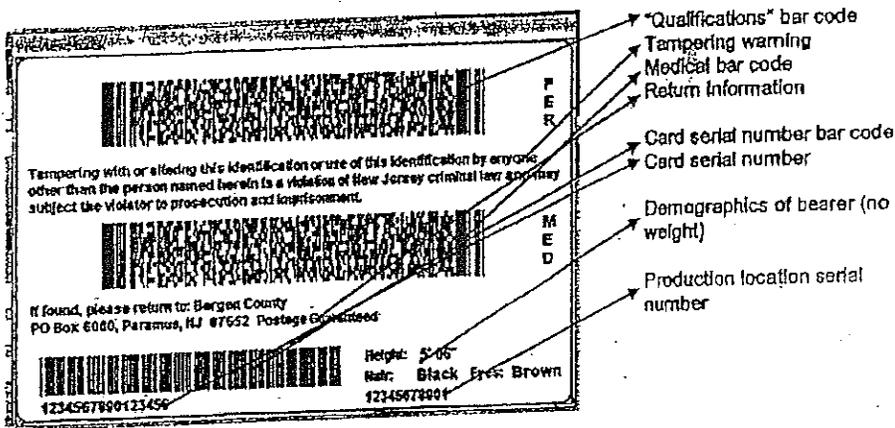
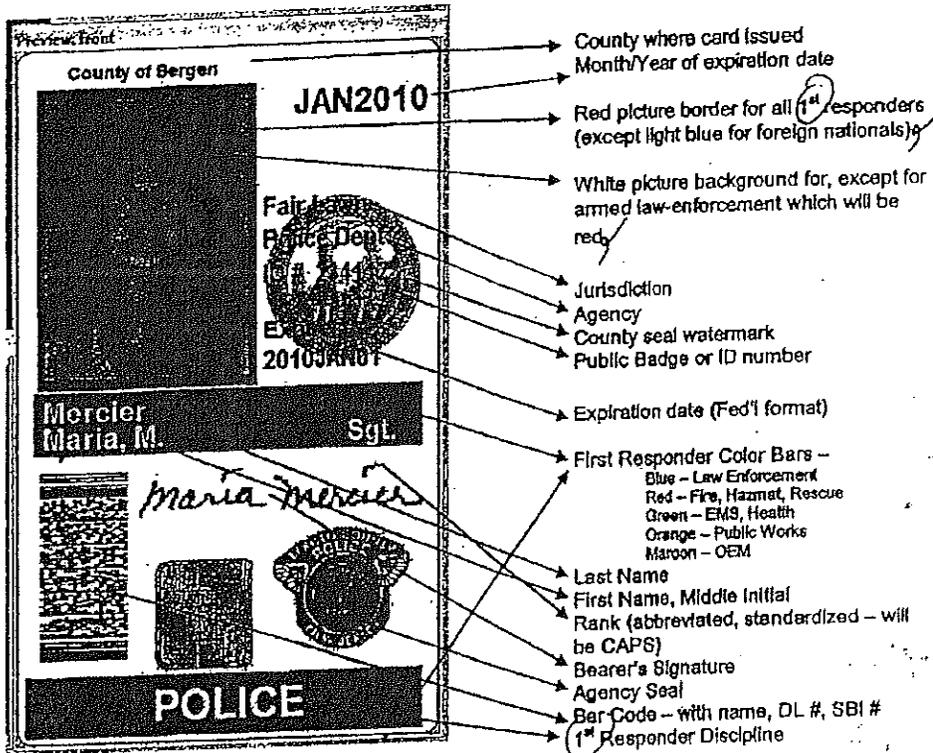
PTD/FSC:

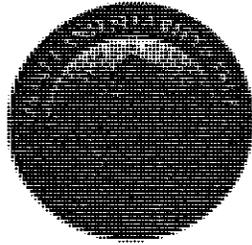
Enclosures

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

Attachment K

ATTACHMENT A





## ***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](mailto: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.

Attachment M

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.

**RESOLUTION AUTHORIZING THE APPLICATION AND ACCEPTANCE OF HAZARD MITIGATION GRANT FUNDS FROM THE DEPARTMENT OF LAW AND PUBLIC SAFETY, DIVISION OF NJ STATE POLICE IN THE TOTAL AMOUNT \$800,000.00 COMPROMISED OF \$600,000.00 FEMA SHARE PLUS A LOCAL MATCH OF \$200,000.00 FOR THE PURPOSE OF UPDATING THE MULTI-JURISIDITIONAL HAZARD MITIGATION PLANS FOR GLOUCESTER COUNTY, CUMBERLAND COUNTY, CAMDEN COUNTY AND SALEM COUNTY**

**WHEREAS**, Gloucester County Office of Emergency Response is applying for the Hazard Mitigation Grant in accordance with the state and federal laws and regulation applicable to the New Jersey Department of Law and Public Safety; and

**WHEREAS**, as a result of a letter of intent submitted by the Department of Emergency Response for Gloucester, Cumberland Camden and Salam Counties Multi-jurisdictional Hazard Mitigation Plans Update, the Department of Law and Public Safety, Division of New Jersey State Police has approved the Hazard Mitigation Grant for a total amount of \$800,000.00, compromised of \$600,000.00 FEMA share plus a local match of \$200,000.00 from the counties; and

**WHEREAS**, the counties agree to conduct this planning effort from a regional perspective that will result in four separate plans with Gloucester County accepting responsibility of managing and maintaining the actual grant for this project; and

**WHEREAS**, there is a Memorandum of Understanding on file between these counties; and

**WHEREAS**, the Hazard Mitigation Plans update will identify policies and actions that can be implemented to reduce risk and future loss for hazards, and to ensure New Jersey recovers from Superstorm Sandy in a both a smart and expeditious manner.

**NOW, THEREFORE BE IT RESOLVED**, by the Board of Chosen Freeholders of the County of Gloucester, that the Director of the Board, is hereby authorized and directed to execute and the Clerk of the Board is authorized to attest to the execution of the grant agreement and any and all necessary documents with the New Jersey Office of Emergency Management to accept the HM Planning Grant Application Hazard Mitigation Grant Program for a total amount of \$800,000.00, compromised of \$600,000.00 FEMA share plus a local match of \$200,000.00 from the counties.

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester and State of New Jersey held on Wednesday, October 16, 2013 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT N. DILELLA, CLERK**



BD

BOARD OF  
CHOSEN FREEHOLDERS

COUNTY OF GLOUCESTER  
STATE OF NEW JERSEY

FREEHOLDER DIRECTOR  
Robert M. Damminger

FREEHOLDER LIAISON  
Vincent H. Nestore Jr.



DEPARTMENT OF HUMAN  
SERVICES

DIRECTOR  
Lisa A. Cerny

P.O. Box 337  
Woodbury, NJ 08096

Phone: 856.384.6870

Fax: 856.384.0207

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

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

TO: Len Clark

DEPARTMENT: Emergency Response

GRANT TITLE: Hazard Mitigation Grant

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

DATE: October 3, 2013

**CERTIFICATION LETTER**

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

REVIEWED BY: [Signature]

REVIEWED BY: [Signature]  
Grants Coordinator

FREEHOLDER MEETING: October 16, 2013

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

Mr. Tom Butts  
Director  
Gloucester County Office of Emergency Management  
1200 North Delsea Drive  
Clayton, NJ 08312

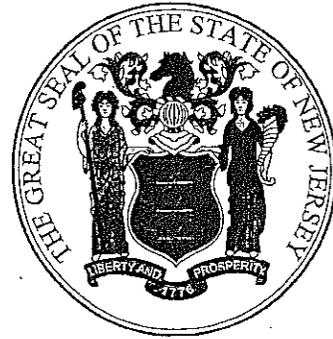
SUBJECT: Letter of Intent (LOI) Approval  
Gloucester County, Cumberland County, Camden County, and Salem County  
Hazard Mitigation Plan Updates

Dear Mr. Butts:

On behalf of Governor Chris Christie, I am pleased to inform you that the county's Letters of Intent (LOI) for the Gloucester, Cumberland, Camden and Salem County Multi-jurisdictional Hazard Mitigation Plan Updates has been approved in the amount of \$800,000 (75% Federal share/25% Local share). We understand that the counties involved have agreed to conduct this planning effort from a regional perspective that will result in four separate plans. It is further understood that Gloucester County has accepted the responsibility of managing and maintaining the actual grant for this project. The counties can proceed with developing an application for this project only. The purpose of this plan update is to identify policies and actions that can be implemented to reduce risk and future loss for hazards, and to ensure that New Jersey recovers from Superstorm Sandy in both a smart and expeditious manner.

All applications will be entered through the State of New Jersey's electronic grants system, known as MB3. The County Manager or County Administrator should have received a proposed Memorandum of Understanding (MOU) that outlines roles, rights and responsibilities as it relates to this system. Before you can move forward within the system, the MOU must be signed and returned to NJOEM. Once we have confirmed receipt of the MOU, a member of our staff will contact you to set up a time to assist you with preparing the application.

In the interim, if you have any questions, please contact me at 609-306-8927 or at [lp5698@gw.njsp.org](mailto:lp5698@gw.njsp.org).



## New Jersey Office of Emergency Management

### HM Planning Grant Application Hazard Mitigation Grant Program

**THIS SECTION FOR STATE USE ONLY**  
DISASTER: \_\_\_\_\_

NJOEM Project Manager: \_\_\_\_\_

Date HM Branch Received Application: \_\_\_\_\_

Date Application Approved: \_\_\_\_\_

FEMA/NEMIS Application Submittal Date: \_\_\_\_\_

NJOEM Point of Contact:

Sgt. Michael Gallagher  
NJOEM Mitigation Branch  
P.O. Box 7068

West Trenton, NJ 08625-0068  
Office: 609-963-6900 Ext. 6208  
Email: NJMitigation@gw.njsp.org

Applicant/Sub-grantee: **Gloucester County**

Project Title: **Multi-jurisdictional Hazard Mitigation Plans for:**  
❖ Gloucester County and Municipalities  
❖ Cumberland County and Municipalities  
❖ Camden County and Municipalities  
❖ Salem County and Municipalities

Project Number: **DR - 4086 - 00**\_\_\_\_\_

Total Project Cost: **\$ 800,000.00**

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I. General Information

A. Application Purpose

✓ Under what FEMA funding program the application is being submitted and why.

This application is for the development of an Updated Hazard Mitigation Plan under DR-4086. This application has been prepared for funding under the Hazard Mitigation Grant Program (HMGP) and sets the conditions of approval. The current Hazard Mitigation Plan expiration dates for the following counties are:

- Gloucester County – March 22, 2015
- Cumberland County – January 5, 2016
- Camden County – October 2, 2016
- Salem County – October 7, 2016

B. Sub-Applicant Information

✓ Detailed information on county sub-applicant (Applicant: State of New Jersey)

✓ Identify the principals

✓ Signature

- Sub-Applicant: Gloucester County
- Application Type: Regional Hazard Mitigation Plan covering multiple counties and jurisdictions
- Location: State of New Jersey
- Gloucester County  
State Legislative District(s) # 3rd Congressional District(s) # 1st and 2nd
- FEIN #: [REDACTED] FIPS Code #: [REDACTED] Duns #: [REDACTED]
- Sub-Applicant (Point of Contact):  
 Name: Joseph T. Butts  
 Title: Director of Emergency Response  
 Address: 1200 North Delsea Drive  
 Clayton, New Jersey 083124  
 Telephone: (856) 307-7100 Fax: (856) 863-5839  
 Email Address: TButts@co.Gloucester.nj.us
- Application Prepared by: (if different)  
 Name: Len Clark  
 Title: Deputy OEM Coordinator  
 Address: 1200 North Delsea Drive  
 Clayton, New Jersey 083124  
 Telephone: (856) 307-7100 Fax: (856) 863-5839  
 Email Address: LeClark@co.Gloucester.nj.us

8. Authorized Sub-applicant Agent: (signature authority)

Name:

Title:

Address: 1200 North Delsea Drive  
Clayton, New Jersey 083124

Telephone:

Email Address:

C. Signature

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

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

## Authorized Agent

### II. Proposed Planning Activities

#### A. Summary of Proposed Planning Activities

✓ *What activities are proposed, what events have happened and how the plan will be structured.*

Gloucester County will use the HMGP funds to complete a 5 year update to the current hazard mitigation plans to include: Gloucester County, Cumberland County, Camden County and Salem County. This planning activity will be conducted under the auspices of a regional concept, but will result in four very distinct hazard mitigation plans representative of each participating county and their corresponding municipalities. The update is necessary:

- To result in FEMA-approved Hazard Mitigation Plans for: **Gloucester County, Cumberland County, Camden County and Salem County;**
- To conform to 44 CFR Part 201 and the most current plan Guidance requiring scheduled update;
- To use the most recent FEMA guidance publications and best available data including but not limited to:
  - ✓ The Local Mitigation Planning Handbook (March 2013);
  - ✓ Mitigation Ideas – a Resource for Reducing Risk to Natural Hazards (January 2013); and
  - ✓ Integrating Hazard Mitigation Into Local Planning – Case Studies and Tools for Community Officials (March 1, 2013)
  - ✓ Hazard Mitigation Assistance Unified Guidance (July 2013) and amendments;
- To include information resulting from recent disasters of Hurricane Irene, Tropical Storm Lee, the Straight Line Wind Event of 2012, Super Storm Sandy and other local disaster events resulting in a disaster declaration;
- To incorporate new technical information involving best available flood data, flood insurance, base flood elevations and the Community Rating System and information regarding repetitive loss properties and severe repetitive loss properties in the county;
- To identify flooding issues in the watershed of the county;
- To include mitigation strategies to hazards previously not considered;
- To conform to recent up-grade plan standards as set by FEMA and NJOEM;
- To employ a qualified consultant to coordinate the development of the plan. The consultant will be selected through an RFP and a competitive bid process in accordance with state and county procurement practices, since the combined technical staffs of the county and its participating jurisdiction do not have the capacity to complete the update in a timely manner; and
- Other individual items to be included that reflect the purpose and intent of the plan update.

#### B. County Profiles

✓ *Include a brief description of the county highlighting physical and historic features.*

##### Gloucester County

Gloucester County is located south of Philadelphia and northwest of Atlantic City. It was established in 1686, when it separated from Burlington. Portions of Gloucester County were used in 1837 to create Atlantic County, and in 1844 to create Camden County. Woodbury, founded in 1683 by Henry Wood, is the oldest town in the county. National Park, another town in the county, was the site of the Revolutionary War Battle of Red Bank (now included in a county park) where Fort Mercer once stood.

During the colonial era, Gloucester County's main economic activity was agriculture. Gloucester County is unique in that it is an outstanding Agricultural, Industrial and Residential Area. Farming in all of its phases is highly established and developed. The raising of fruit, farm vegetables, and poultry, the dairy industry, the breeding of cattle, hogs, and other livestock, the

existence of modern year-round canneries, quick freezing establishments and nearby markets all go far to make Gloucester County one of the chief food producing sections of our State and of our Country.

Gloucester County is the host to 24 municipalities. Gloucester County is largely composed of low-lying rivers and coastal plains. The highest elevation in the county is a slight rise along County Route 654 southeast of Cross Keys that reaches approximately 180 feet (55 m) above sea level; the lowest point is sea level at the Delaware River.

At the 2010 United States Census, there were 288,288 people, 104,271 households, and 75,805 families residing in the county. The population density was 895.3 inhabitants per square mile (345.7 /km<sup>2</sup>).

Gloucester County is governed by a Board of Chosen Freeholders consisting of seven members. Freeholders are elected at large by the voters of Gloucester County in partisan elections and serve three-year terms of office on a staggered basis, with two or three seats coming up for election each year. At a reorganization meeting held each January, the Board selects a Freeholder Director and a Deputy Freeholder Director from among its members.

Gloucester County is located in the 1<sup>st</sup> and 2<sup>nd</sup> Congressional District and is part of New Jersey's 3<sup>rd</sup>, 4<sup>th</sup>, and 5<sup>th</sup> State Legislative District.

### Cumberland County

At the time of the first European settlements in the 17th century, the area that now is Cumberland County was inhabited by a small number of Lenni Lenape Indians who migrated from place to place. Their names remain in the Manumuskin and Menantico Creeks, and their artifacts have been excavated locally for centuries. No conflict is recorded between Indians and Europeans here, and by 1700 almost all had left the area.

Meaningful permanent settlement in what is now called Cumberland County dates from 1675 when John Fenwick purchased his tenth of West New Jersey from Lord John Berkeley. Fenwick established the town of Salem that same year, and in his will dated 1683 called for a second town to be built on the Cohansey Creek. Quakers came from Salem first, but were soon followed by Calvinists from New England and Long Island, naming the village Greenwich for the Connecticut community.

The Colonial Legislature, at a session held January 30, 1748, passed an Act stipulating the east side of Salem County as a new county to be known as Cumberland. It was so named by Governor Jonathan Belcher in honor of his patron, William Augustus, Duke of Cumberland, brother of the king and the victor over "Bonnie Prince Charles", (Stuart) the Young Pretender to the throne of England whose hopes were quenched at the bloody Battle of Culloden Moor.

Cumberland is a low-lying, generally featureless coastal county, with many salt marshes near the Delaware Bay. The highest elevation is at one of 12 areas in Upper Deerfield Township that exceed 140 feet (42.6 m) above sea level; the lowest elevation is sea level. At the 2010 United States Census, there were 156,898 people, 51,931 households, and 36,559 families residing in the county. The population density was 324.4 inhabitants per square mile (125.3 /km<sup>2</sup>).

Cumberland County is governed by a Board of Chosen Freeholders consisting of seven members. Each Freeholder is assigned responsibility for one of the County's departments. These individuals are elected at large by the citizens of Cumberland County in partisan elections and serve staggered three-year terms in office, with two or three seats coming up for election each year. The 2<sup>nd</sup> Congressional District includes all of Cumberland County and it is part of New Jersey's 1<sup>st</sup>, 3<sup>rd</sup> State Legislative District.

### Camden County

"Let it be remembered," wrote Thomas Sharp in 1718, "That upon the nineteenth day of September, in the year of our Lord one thousand six hundred and eighty-one, Mark Newby, William Bates, Thomas Thackara, George Goldsmith and Thomas Sharp set sail from the harbor...of Dublin...We took our land in tract together...bounding in the forks of Newton Creek and so over to Cooper's Creek..." Sharp's narrative account of the first permanent European settlement in what is today West Collingswood is the most accurate history of the establishment of Camden County. Camden County institutions, municipalities, and streets still bear the names of many of those who made this area their new home.

During the period following Camden County's separation from Gloucester County in 1844, the county population, having expanded greatly, exceeded 25,000. In 1853 a new county courthouse designed by noted architect Samuel Sloan was erected halfway between Market and Federal Streets. That same year the Camden and Atlantic Railroad (later the Pennsylvania Railroad) began its first run from Camden to Haddonfield. The following year, it was extended to almost Atlantic City.

Located in a coastal/alluvial plain, the county is uniformly flat and low-lying. The highest points are a survey benchmark near the Burlington County line at 219 feet (66.7 m) above sea level, and another nearby area at least 210 feet (64 m). The low point is sea level, along the Delaware River.

At the 2010 United States Census, there were 513,657 people, 190,980 households, and 129,866 families residing in the county. The population density was 2,321.5 inhabitants per square mile (896.3 /km<sup>2</sup>).

The county is governed by a Board of Chosen Freeholders consisting of seven members elected at-large for three-year terms on a staggered basis by the residents of the county. As with most counties in the state, the court system consists of municipal courts for each township, borough and city, as well as a New Jersey Superior Court for the county. Almost all of the Camden County is located in the 1st Congressional District, and it is part of New Jersey's 4<sup>th</sup>, 5<sup>th</sup>, and 6<sup>th</sup> State Legislative District.

### Salem County

The Lenape Indians lived in the Delaware River Region for centuries before the arrival of European Colonist in the early 1600s. The Dutch were the first to arrive in 1631. The English began settling Salem County in 1641; John Fenwick, a member of the Society of Friends, landed at the mouth of Assamhockin Creek in 1673 with his family and a large number of members of the Society of Friends, and founded the town of New Salem in West Jersey. While a court was established in the area in 1681, Salem County was first formally established within West Jersey on May 17, 1694, from the Salem Tenth.

Commerce and Industry in Salem County grew out of the natural resources of this area: the fine sand provided the resource needed for glassmaking, cedar found in swamps and marshes was used to manufacture building materials, shingles and boards and rich soil of the inner coastal region produced abundant vegetable and fruit crops. The first successful glass factory in America was in Salem County.

The town of Salem in Salem County, New Jersey was an escape route for self-emancipating slaves fleeing from Delaware, Maryland and other Southern areas. These fugitives found sanctuary and help from Abigail Goodwin a Quaker in Salem who operated a major Underground Railroad station with her sister Elizabeth from their home at 47 Market Street.

The terrain is almost uniformly flat coastal plain, with minimal relief. The highest elevation in the county has never been determined with any specificity, but is likely one of seven low rises in Upper Pittsgrove Township that exceed 160 feet (48.7 m) in elevation. Sea level is the lowest point. At the 2010 United States Census, there were 66,083 people, 25,290 households, and 17,551 families residing in the county. The population density was 199.1 inhabitants per square mile (76.9 /km<sup>2</sup>).

Salem county is governed by a seven-member Board of Chosen Freeholders who are elected at-large to serve three-year terms of office on a staggered basis, with either two or three seats coming up for election each year. At an annual reorganization meeting held in the beginning of January, the board selects a Director and a Deputy Director from among its members. Salem County falls entirely within the 2<sup>nd</sup> Congressional District and the 3<sup>rd</sup> State Legislative District.

**C. Participants**

✓ *Who will be participating :*  
*Note: For application purposes, it is suggested that all municipalities in the county be included. It is also recommended that you include special districts and critical facilities that play an important role in the county. As the plan develops "Resolutions of Participation and Adoption" will be required.*

This Planning Grant application covers the following municipalities and special districts:

<b>GLOUCESTER COUNTY</b>	<b>0800</b>
Clayton Borough	0801
Deptford Township	0802
East Greenwich Twp	0803
Elk Township	0804
Franklin Township	0805
Glassboro Borough	0806
Greenwich Township	0807
Harrison Township	0808
Logan Township	0809
Mantua Township	0810
Monroe Township	0811
National Park Borough	0812
Newfield Borough	0813
Paulsboro Borough	0814
Pitman Borough	0815
South Harrison Township	0816
Swedesboro Borough	0817
Washington Township	0818
Wenonah Borough	0819
West Deptford Township	0820
Westville Borough	0821
Woodbury City	0822
Woodbury Heights Bor.	0823
Woolwich Township	0824
<b>CUMBERLAND COUNTY</b>	<b>0600</b>
Bridgeton City	0601
Commercial Township	0602
Deerfield Township	0603
Downe Township	0604
Fairfield Township	0605
Greerwich Township	0606
Hopewell Township	0607
Lawrence Township	0608
Maurice River Township	0609
Millville City	0610
Shiloh Borough	0611
Stow Creek Township	0612

Upper Deerfield Twp.	0613
Vineland City	0614
<b>CAMDEN COUNTY</b>	<b>0400</b>
Audubon Borough	0401
Audubon Park Borough	0402
Barrington Borough	0403
Bellmawr Borough	0404
Berlin Borough	0405
Berlin Township	0406
Brooklawn Borough	0407
Camden City	0408
Cherry Hill Township	0409
Chesilhurst Borough	0410
Clementon Borough	0411
Collingswood Borough	0412
Gibbsboro Borough	0413
Gloucester City	0414
Gloucester Township	0415
Haddon Township	0416
Haddonfield Borough	0417
Haddon Heights Borough	0418
Hi-Nella Borough	0419
Laurel Springs Borough	0420
Lawnside Borough	0421
Lindenwold Borough	0422
Magnolia Borough	0423
Merchantville Borough	0424
Mount Ephraim Borough	0425
Oaklyn Borough	0426
Pennsauken Township	0427
Pine Hill Borough	0428
Pine Valley Borough	0429
Runnemede Borough	0430
Somerdale Borough	0431
Stratford Borough	0432
Tavistock Borough	0433
Voorhees Township	0434
Waterford Township	0435
Winslow Township	0436
Woodlynne Borough	0437
<b>SALEM COUNTY</b>	<b>1700</b>
Alloway Township	1701
Carneys Point Township	1702
Elmer Borough	1703
Elsinboro Township	1704
Lower Alloways Crk. Twp.	1705
Mannington Township	1706
Oldmans Township	1707
Penns Grove Borough	1708
Pennsville Township	1709
Pilesgrove Township	1710
Pittsgrove Township	1711

Quinton Township	1712
Salem City	1713
Upper Pittsgrove Twp.	1714
Woodstown Borough	1715

Special districts include:

**III. Standards and Documents**

✓ *The plan will be developed to meet specific identified standards.*

The following certifications and statements will be addressed:

- The plan will meet or exceed the requirements of the Final Rule for Local Mitigation Plans found in 44 CFR Part 201.6 and Hazard Mitigation Unified Guidance.
- The hazards assessed during the planning process, at a minimum, will be coordinated with the State of New Jersey Hazard Mitigation Plan including comparing local and state information for statewide risk assessments, critical facility listings and recommendations for mitigation best practices.
- Within reason, the plan will include data from any other events that may occur during the performance period of this planning grant.
- The FEMA Plan Review Tool (October 2012) with the "cover page" and "location in the plan" sections completed will be submitted to the State and FEMA for review and approval through the State Hazard Mitigation Officer at NJOEM for each required deliverable.

✓ *The sub-applicant shall sign and date the following documents included at the end of this application.*

- ✓ Attachment A: FF-20-16C Lobbying Drug Free
- ✓ Attachment B: FF-20-16A Assurances Non-construction
- ✓ Attachment C: SF-LLL Disclosure of Lobbying Activities

Gloucester County will execute the State-Local Grant Agreement (CFDA #97.039) at the time of the award.

**IV. Preliminary Budget and Schedule**

✓ *Total project cost*  
 ✓ *Funding distribution*

<b>A. Total Estimated Project Cost</b>	<u>\$ 800,000.00</u>	
<b>B. Funding Sources</b>		
Estimated FEMA Share	<u>\$ 600,000.00</u>	75% of Total
Non-Federal Share	<u>\$ 200,000.00</u>	25% of Total

The non-federal share will be provided by the Gloucester County and its participating local jurisdictions as either in-kind services or funds.

The Plan will be completed within 36 months of the planning grant approval or within 12 months of a project grant made under extraordinary circumstances to any of the jurisdictions covered by the planning grant.

**C. Project Cost Estimate**

- ✓ *Proposed budget that identifies who will have the primary development responsibility and estimates how the requested funding will be distributed.*
  - ✓ *The Cost Estimate below broadly describes the contents of the plan and the shared responsibilities. Use the Cost Estimate below to complete Attachment D, FEMA form 20-20 - OMB No. 3067-0206 Budget Information – Non Construction Programs, which must be submitted with the planning grant application.*
- Note:*

Budget Items	Estimated Consultant Costs \$	Estimated In-Kind Costs \$	Estimated Total Costs \$
Review previous plan and State and FEMA Crosswalk recommendations - a primary effort of the consultant.			
<b>Plan Development, Research and Writing</b>			
• Public outreach - a continuing effort of both the consultant and the participating jurisdictions			
• Hazard Analysis - a primary consultant effort with input by participating jurisdictions			
• Risk Assessment - a joint effort of the consultant and the participating jurisdictions			
• Develop goals and objectives - a joint effort of the consultant and participating jurisdictions			
• Develop mitigation strategies - a primary effort of the participating jurisdictions with the consultant			
Develop and prioritize action items and projects - a continuing effort of both the consultant and the participating jurisdictions			
Review public comments - a continuing effort of both the consultant and the participating jurisdictions			
Prepare draft and final copy for review - a primary effort of the consultant (see VII. Deliverables portion of the application)			
<b>Estimated Total Cost</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>

1 Estimated Total Consultant Costs on FEMA Form 20-20, Attachment D Line 10a  
 2 Estimated Total In-Kind Costs on FEMA Form 20-20, Attachment D Line 10f  
 3 Total Project Costs on FEMA Form 20-20, Attachment D Line 10i

V. Projected Project Work Schedule

✓ *Proposed schedule of when the plan will be done.*

Sections of the Updated Plan	Completion Time Frame – based on Approval of the Grant Award
Analysis of original plan & crosswalk recommendations	Within ___ months
Planning Process	Within ___ months
Risk Assessment	Within ___ months
Mitigation Strategy	Within ___ months
Plan Maintenance	Within ___ months
Submissions for approval	Within ___ months
Completion and closeout	Within ___ months
State NJOEM and FEMA Review	Within 45 days (when able) after submittal of plan

VI. Project Scope of Work

✓ *Outline of performance standards.*

The overall project scope of work will remain the same, i.e, the steps below will be taken in an effort to develop sound and functional Hazard Mitigation Plans that are in compliance with 44 CFR 201.6. However, the four counties (Gloucester, Cumberland, Camden, and Salem) have agreed through a MOU to develop the plan in a contiguous, but separate manner. The plan update will be developed from a regional perspective in that, there will be one manager and one point of contact for the purposes of this application and this particular grant. However, this planning effort will result in four very different and distinct hazard mitigation plans. Again, the planning efforts will be conducted as follows:

A. Planning Process documentation for the Plan Update

- The plan **will** identify all participating jurisdictions; new or continuing and jurisdictions that no longer participate in the plan;
- The plan **shall** describe the process used to review and analyze each section of the plan (i.e. Planning Process, Risk Assessment, Mitigation Strategy, and Plan Maintenance);
- If the planning team or committee concludes that some sections of the plan warrant an update and others did not, the team or committee **will** document the process used to make that determination;
- *The plan maintenance section requires a description of how the public was kept involved during the plan maintenance process (44 CFR 201.6(c)(4)(iii)) over the past five years. However, since this contributes to the planning process, the community may elect to describe this within the planning process section of the plan.*

B. Risk Assessment for the Plan Update

- The local risk assessment update **shall** address any newly identified hazards that have been determined to pose a threat.
- The plan update **shall** continue to describe occurrences of hazards included in the previously approved plan, and discuss new occurrences of hazard events. The updated plan **shall** incorporate any new historical records, or hazard data related to profiling hazards.
- Any maps included in the updated plan, **will** be consistent with the updated information.
- The vulnerability overview in the updated plan **shall** describe any changes, clarifications, or refinements to the summary described in the previously approved plan. It **shall** continue to include, by type of hazard, a general description of the types of structures affected by the hazard.
- The Gloucester County Multi-Jurisdictional Hazard Mitigation Plan update **will** address repetitive loss structures in the risk assessment by describing the types (residential, commercial, institutional, etc.) and estimate the numbers of repetitive loss properties located in identified flood hazard areas.

- If new hazards and risks have been identified in the multi-jurisdictional risk assessment, the information **will** be attributed to the appropriate jurisdiction(s) or to the whole planning area or whichever applies.
- Where vulnerability to previously identified hazards has changed, the plan **will** incorporate this information into the updated multi-jurisdictional risk assessment and it **will** be attributed to the appropriate jurisdiction(s) or to the whole planning area or whichever applies.
- If the previously approved plan identified that data deficiencies would be addressed at a later time, then the deficiencies **shall** be incorporated in the updated plan. If the data deficiencies have not been resolved, they **will** be addressed along with an explanation of why they have not been resolved.

**C. Mitigation Strategy for the Plan Update will include:**

- Updated goals or goals from the previous plan. However, if the goals are not revised, the plan **will** document that the goals were re-evaluated and that they were determined to remain valid and effective;
- An opportunity for local jurisdictions to reconsider the range of specific actions. If the mitigation actions remain unchanged from the previous plan, then the update **will** indicate why changes are not necessary;
- The **Gloucester County** Multi-Jurisdictional Hazard Mitigation Plan update **will** describe each jurisdiction's participation in the NFIP and will identify, analyze, and prioritize actions related to continued compliance with the NFIP;
- The updated single jurisdictional plan/multi-jurisdictional plan **will** identify the completed, deleted, or deferred actions or activities from the previously approved plan as a benchmark for progress. If the mitigation actions or activities remain unchanged from the previously approved plan, the updated plan **shall** include in its prioritization any new mitigation actions identified since the previous plan was approved or through the plan update process.

**D. Plan Maintenance for the Plan Update**

- As part of the planning process, the community reviews and analyzes the previously approved plan's method and schedule for monitoring and updating the plan, such as strengths and weaknesses and what elements, if any, have changes. The updated plan **will** include the method and schedule that will be used over the next five years to monitor, evaluate, and update the plan.
- The updated plan shall describe how it's mitigation strategy, including goals and objectives, and mitigation actions will be incorporated into other planning mechanisms, and also indicate how information contained in the updated plan, including hazard identification and the risk assessment, will be integrated into other planning mechanisms.
- When the community prepares the plan update, the process used to keep the community involved over the previous five years must be explained, but is suggested that it is captured in the planning process. However, the updated plan **shall** describe the process used to solicit public involvement during the plan maintenance process over the next five years.

**VII. Hazard Mitigation Plan Deliverables will include the following:**

✓ *Proposed schedule of deliverables and payments.*

**A. Quarterly Reports** of the status of the planning progress will be submitted to NJOEM.

- Procurement documents to be submitted with first Quarterly Report:
  - ✓ Copy of RFP
  - ✓ Copy of contract with consultant
  - ✓ Copy of each published advertisement
  - ✓ List of respondents
  - ✓ Evaluation Criteria
  - ✓ Statement indicating selection of contractor

**B. Payment Schedule** is based on deliverables and reflects the progress of the plans development.

**C. Draft Plan** deliverable will be submitted to NJOEM and will include:

- Letter of Transmittal;
- One (1) hard copy, in a three ring binder, and an electronic copy, including complete hazard mitigation plan. This deliverable will conform to all requirements of 44CFR Part 201.6 with the exception of resolution(s) of adoption.
- The FEMA Plan Review Tool with the "cover page" and "location in the plan" sections completed.

**Note:**

- ✓ NJOEM will respond with comments regarding the Draft Plan.
- ✓ NJOEM comments may include inadequate involvement on the part of a participating jurisdiction.

**Note:** As completed, and prior to the draft plan submission, sections of the Updated Plan may be submitted to NJOEM for interim review.

**D. Final Draft Plan** deliverable to NJOEM will include the following:

- Letter of Transmittal;
- One (1) hard copy, in a three ring binder, and an electronic copy, including complete hazard mitigation plan. This deliverable will conform to all requirements of 44CFR Part 201.6 with the exception of resolution(s) of adoption.
- The FEMA Plan Review Tool with the "cover page" and "location in the plan" sections completed.
- The Final Draft Plan will acknowledge the NJOEM comments that were made on the Draft Plan as previously submitted.

**Note:**

- ✓ NJOEM and/or FEMA Region II will respond with any additional comments regarding the Final Draft Plan or endorse the Plan as approved. The applicant will be notified of approval.
- ✓ NJOEM and/or FEMA Region II comments may include inadequate involvement on the part of a participating jurisdiction.

**E. Complete Plan** deliverable to NJOEM will include the following:

- Letter of Transmittal
- The Complete Plan will incorporate all revisions made to the Final Draft Plan as previously submitted.
- Two (2) hard copies, in three ring binders, including:
  - ✓ An entire adopted and approved hazard mitigation plan with all NJ State and FEMA recommendations included.
  - ✓ Certified Adoption Resolutions by all participating jurisdictions.
  - ✓ Schedule of future plan monitoring meetings.
- Two (2) CD's containing digital files of the plan that are identical to the hard copies; and
- An electronic copy of the completed plan with all appendices.

**Note:**

- ✓ NJOEM and/or FEMA Region II may withhold approval of a jurisdiction based on inadequate involvement on the part of a participating jurisdiction.
- ✓ As an element of continued public involvement and information, it is NJOEM's recommendation that the Completed Plan be posted on County Web site and made available to all participating local jurisdictions and partners for similar postings.

## Attachment A

U.S. DEPARTMENT OF HOMELAND SECURITY  
 FEDERAL EMERGENCY MANAGEMENT AGENCY  
**ASSURANCES-NONCONSTRUCTION PROGRAMS**

O.M.B. No. 1660-0025  
 Expires July 31, 2007

**Paperwork Burden Disclosure Notice**

Paperwork reporting burden for this form is estimated to average 1.7 hours per response. The burden estimate includes the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing, reviewing, and submitting the form. You are not required to respond to this collection of information unless a valid OMB control number appears in the upper right corner of this form. Send comments regarding the accuracy of the burden estimate and any suggestions for reducing the burden estimate to: Information Collection Management, U. S. Department of Homeland Security, Federal Emergency Management Agency, 500 C Street, SW, Washington, DC 20472. NOTE: Do not send your completed form to the above address.

**NOTE:**

Certain of these assurances may not be applicable to your project or program. If you have any questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. Section 4727-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standards for Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P. L. 88-352) which prohibits discrimination on the basis of race, color, or national origin; (b) Title IV of the Education Amendments of 1972, as amended (20 U.S.C. Sections 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. Section 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. Sections 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) Sections 523 and 527 of the Public Health Service Act of 1912, (42 U.S.C. 290-dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Acts of 1968 (42 U.S.C. Section 3601 et. seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provision in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Title II and III of the Uniformed Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-545) which provides for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or Federally assisted programs. These requirements apply to all interest in real property acquired for project purposes regardless of Federal participation in purchase.
8. Will comply with provisions of Hatch Act (5 U.S.C. Sections 1501-1508 and 7324-7328) which limit the political activities of employees whose principle employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. Sections 276a to 276a-7) the Copeland Act (40 U.S.C. Section 276c and 18 U.S.C. Sections 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. Sections 327-333), regarding labor standards for federally assisted construction subagreements.
10. Will comply, if applicable with flood insurance purchase requirements of Section 102a of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. Sections 1451 et seq.); (f) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176 (c) of the Clear Air Act of 1955, as amended (42 U.S.C. Section et seq.); (g) protection underground sources of drinking water under Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).
12. Will comply with the wild and Scenic Rivers Act of 1968 (16 U.S.C. Sections 1271 et seq.) related to protecting components of the national wild and scenic rivers systems.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. Sections 4801 et seq.) which prohibits the use of lead based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1984.
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.
19. It will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act (29 U.S.C. 201), as they apply to employees of institutions of higher education, hospitals, and other non-profit organizations.

Attachment B

**U. S. DEPARTMENT OF HOMELAND SECURITY  
FEDERAL EMERGENCY MANAGEMENT AGENCY  
CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND  
OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS**

*O.M.B. No. 1660-0025  
Expires July 31, 2007*

**PAPERWORK BURDEN DISCLOSURE NOTICE**

Public reporting burden for this form is estimated to average 1.7 hours per response. The burden estimate includes the time for reviewing instructions and searching existing data sources, gathering and maintaining the data needed and completing, and submitting the form. You are not required to respond to this collection of information unless a valid OMB control number appears in the upper right corner of this form. Send comments regarding the accuracy of the burden estimate and any suggestions for reducing the burden to: Information Collections Management, U.S. Department of Homeland Security, Federal Emergency Management Agency, 500 C Street, SW, Washington, DC 20472, Paperwork Reduction Project (1660-0001). NOTE: Do not send your completed form to this address.

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 44 CFR Part 18, "New Restrictions on Lobbying" and 28 CFR Part 17, "Government-wide Debarment and Suspension (Nonprocurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Federal Emergency Management Agency (FEMA) determines to award the transaction, grant, or cooperative agreement.

**1. LOBBYING**

As required by section 1352, Title 31 of the U.S. Code, and implemented at 44 CFR Part 18, for persons entering into a grant or cooperating agreement over \$ 100,000, as defined at 44 CFR Part 18, the applicant certifies that:

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

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

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

Standard Form-LLL "Disclosure of Lobbying Activities" attached  
(This form must be attached to certification if nonappropriated funds are to be used to influence activities.)

**2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)**

As required by Executive Order 12549, Debarment and Suspension, and implemented at 44 CFR Part 67, for prospective participants in primary covered transactions, as defined at 44 CFR Part 17, Section 17.510-A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of a or had a civilian judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or perform a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause of default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

**3. DRUG-FREE WORKPLACE (GRANTEE OTHER THAN INDIVIDUALS)**

As required by the Drug-Free Workplace Act of 1988, and implemented at 44 CFR Part 17, Subpart F, for grantees, as defined at 44 CFR Part 17.615 and 17.620-

A. The applicant certifies that it will continue to provide a drug-free workplace by;

- (a) Publishing a statement notifying employees that the unlawful manufacture, distributions
- (b) Establishing an on-going drug free awareness program to inform employees about-

- (1) The dangers of drug abuse in the workplace;
- (2) The grantee's policy of maintaining a drug-free workplace;
- (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
- (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant to be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will-

- (1) Abide by the term of the statement; and
- (2) Notify the employee in writing of his or her conviction for a violation of a criminal drug statute occurring on the workplace no later than five calendar days after such convictions;

(e) Notifying the agency, in writing, with 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position, title, to the applicable FEMA awarding office, i.e., regional office or FEMA office.

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is convicted-

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation act of 1973, as amended; or

(2) Requiring such an employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug free workplace through implementation of paragraphs (a),(b),(c),(d),(e) and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, City, County, State, Zip code)

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

Check  If there are workplaces on file that are not identified here.

Section 17.630 of the regulations provide that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for FEMA funding. States and State agencies may elect to use a state wide certification.



Attachment C

**DISCLOSURE OF LOBBYING ACTIVITIES**

Approved by OMB

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

0348-0046

(See reverse for public burden disclosure)

<p>1. Type of Federal Action:</p> <p><input type="checkbox"/> a. contract</p> <p>b. grant</p> <p>c. cooperative agreement</p> <p>d. loan</p> <p>e. loan guarantee</p> <p>f. loan insurance</p>	<p>2. Status of Federal Action:</p> <p><input type="checkbox"/> a. bid/offer/application</p> <p>b. Initial award</p> <p>c. post-award</p>	<p>3. Report Type:</p> <p><input type="checkbox"/> a. initial filing</p> <p>b. material change</p> <p>For Material Change Only:</p> <p>year _____ quarter _____</p> <p>date of last report _____</p>
<p>4. Name and Address of Reporting Entity:</p> <p><input type="checkbox"/> Prime <input type="checkbox"/> Subawardee</p> <p>Tier _____, if known:</p> <p>Congressional District, if known:</p>		<p>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</p> <p>Congressional District, if known:</p>
<p>6. Federal Department/Agency:</p>	<p>7. Federal Program Name/Description:</p> <p>CFDA Number, if applicable: _____</p>	
<p>8. Federal Action Number, if known:</p>	<p>9. Award Amount, if known:</p> <p>\$ _____</p>	
<p>10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI):</p>	<p>b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):</p>	
<p>11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p>		<p>Signature: _____</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Telephone No.: _____ Date: _____</p>
<p>Federal Use Only:</p>		<p>Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)</p>

Attachment D

<b>FEDERAL EMERGENCY MANAGEMENT AGENCY BUDGET INFORMATION—NONCONSTRUCTION PROGRAMS</b>		See reverse for Paperwork Burden Disclosure Notice	Page of pages	OMB No. 3067-0206
1. PROGRAM/AGENCY AND ORGANIZATION ELEMENT TO WHICH REPORT IS SUBMITTED		3. RECIPIENT ORGANIZATION (Name and complete address, including zip code)		
4. EMPLOYER IDENTIFICATION		6. BUDGET PERIOD (Month, Day, Year) Beginning Date: _____ Ending Date: _____		
5. RECIPIENT ACCOUNT NUMBER OR I.D. NO.		7. Mark "X" in Appropriate Box <input type="checkbox"/> New Budget <input type="checkbox"/> Revised Budget. Enter Grant Number in Box 2 above Date of Budget Revision: _____		
8. FEDERAL RATE SHARING (%)		Total (%)		
9. PROGRAM ACRONYM				
CFDA NUMBER				
10. Object Class				
a. Personnel				
b. Fringe Benefits				
c. Travel				
d. Equipment				
e. Supplies				
f. Contractual				
g. Construction				
h. Other				
i. Total Direct Charges (10a to 10h)				
j. Indirect Charges				
k. Total (Sum of 10i & 10j)				
l. Federal Share				
Non-Federal Resources:				
m. Applicant				
n. State				
o. Local				
p. Other Sources				
q. Total (Sum of 10l to 10p)				
r. Program Income				
s. Detail on Indirect Cost				
Type of Rate (mark "X" in one box)		<input type="checkbox"/> Provisional-Final <input type="checkbox"/> Predetermined <input type="checkbox"/> Fixed with Carry-Forward		
Rate: _____ %		Total Amount of Indirect Cost: _____ Base: _____		
11. Signature of Authorizing Official		12. Name and Title (Type or print)		
		13. Telephone Number (Area code, Number and Extension)		
		Date Report Submitted		

C

**RESOLUTION AUTHORIZING EXECUTION OF THE HUD FORMS  
RELATIVE TO THE GLOUCESTER COUNTY CDBG, HOME AND  
WASHINGTON TOWNSHIP ENTITLEMENT PROGRAMS FOR PY2013**

**WHEREAS**, the County of Gloucester through the Department of Economic Development oversees 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 Fiscal Year 2013; 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 Fiscal Year 2013; and

**WHEREAS**, HUD Form 7082 entitled CDBG Approval/Agreement acceptance and approval of funds from the Housing and Urban Development in the amount of \$1,249,467.00; 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 \$455,741.00.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Chosen Freeholders of the County of Gloucester that the Freeholder Director is hereby authorized to execute and the Clerk of the Board is hereby authorized to attest to the necessary documentation, particularly HUD Form 7082 entitled CDBG Approval/Agreement, relative to the FY2012 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 16, 2013, at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT N. DILELLA, CLERK**

# Funding Approval/Agreement

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

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

C1

1. Name of Grantee (as shown in item 5 of Standard Form 424) Gloucester County		3a. Grantee's 9-digit Tax ID Number: 21-6000660	3b. Grantee's DUNS Number: 957362247	4. Date use of funds may begin (mm/dd/yyyy): 9/1/13
2. Grantee's Complete Address (as shown in item 5 of Standard Form 424) Post Office Box - 337 One North Broad Street Woodbury, NJ 08096		5a. Project/Grant No. 1 B13-UC-34-0109		6a. Amount Approved 1,249,467
		5b. Project/Grant No. 2		6b. Amount Approved
		5c. Project/Grant No. 3		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 	Signature 
Date (mm/dd/yyyy) SEP 05 2013	Date (mm/dd/yyyy)

7. Category of Title I Assistance for this Funding Action (check only one) xa. Entitlement, Sec 106(b) <input type="checkbox"/> b. State-Administered, Sec 106(d)(1) <input type="checkbox"/> c. HUD-Administered Small Cities, Sec 106(d)(2)(B) <input type="checkbox"/> d. Indian CDBG Programs, Sec 106(a)(1) <input type="checkbox"/> e. Surplus Urban Renewal Funds, Sec 112(b) <input type="checkbox"/> f. Special Purpose Grants, Sec 107 <input type="checkbox"/> g. Loan Guarantee, Sec 108	8. Special Conditions (check one) <input checked="" type="checkbox"/> None <input type="checkbox"/> Attached	9a. Date HUD Received Submission (mm/dd/yyyy)	10. check one <input checked="" type="checkbox"/> a. Orig. Funding Approval <input type="checkbox"/> b. Amendment Amendment Number
		9b. Date Grantee Notified (mm/dd/yyyy)	
9c. Date of Start of Program Year (mm/dd/yyyy) 9/1/13			
11. Amount of Community Development Block Grant			
a. Funds Reserved for this Grantee	FY (2013)	FY ( )	FY ( )
b. Funds now being Approved	1,249,467		
c. Reservation to be Cancelled (11a minus 11b)	1249,467		

12a. Amount of Loan Guarantee Commitment now being Approved	12b. Name and complete Address of Public Agency
<b>Loan Guarantee Acceptance Provisions for Designated Agencies:</b> 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
-------------------------------	---------------------------------	--------------	------------------	------------	-------------



**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)

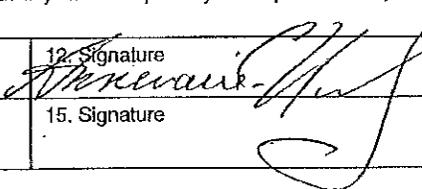
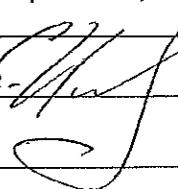
Public reporting burden for this collection of information is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may 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 863/50205	5. FY (yyyy) 2013	
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 -)				\$455,741
a. Formula Funds		\$455,741		
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) / / <b>SEP 05 2013</b>		

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 <b>SEP 05 2013</b>
14. For the Participating Jurisdiction/Entity (Name and Title of Authorized Official) Robert M. Damming, Freholder Director	15. Signature 	16. Date / /

17. Check one:  
 Initial Agreement     Amendment #

Source of Funds	Appropriation Code	PAS Code	Amount
HOME	863/50205	HMC	\$455,741
			\$
			\$

## **\*Special Conditions**

HOME funds used for projects not completed within ~~4 years of the commitment date, as determined by a~~ signature of each party to the agreement shall be repaid, except that the Secretary may extend the deadline for 1 year if the Secretary determines that the failure to complete the project is beyond the control of the participating jurisdiction.

No HOME funds may be committed to any project unless each participating jurisdiction certifies that it has conducted an underwriting review, assessed developer capacity and fiscal soundness, and examined neighborhood market conditions to ensure adequate need for each project.

Any homeownership units funded with HOME funds which cannot be sold to an eligible homeowner within 6 months of project completion shall be rented to an eligible tenant.

No HOME funds may be awarded for development activities to a community housing development organization that cannot demonstrate that it has staff with demonstrated development experience.

62

**RESOLUTION AUTHORIZING AN AMENDMENT TO A CONTRACT WITH  
THE BOROUGH OF WESTVILLE EXTENDING THE TERM FROM  
NOVEMBER 7, 2013 TO NOVEMBER 6, 2014 FOR THE MUNICIPAL  
BUILDING'S ELEVATOR INSTALLATION PROJECT**

**WHEREAS**, the Board of Chosen Freeholders of the County of Gloucester adopted a Resolution on November 7, 2012, authorizing the execution of a contract between the County of and the Borough of Westville, for elevator installation in the Borough's Municipal Building; and

**WHEREAS**, the contract is now being amended to be extended for one (1) year due to a delay with Otis Elevator getting the proper paperwork to the State DCA for review in a timely manner and an issue with permits; and

**WHEREAS**, all terms and provisions of the previously executed Contract, with the exception of the extended term, will continue in full force and effect.

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Chosen Freeholders of the County of Gloucester that the Director of the Board is hereby authorized to execute and the Clerk of the Board is hereby authorized to attest to an Amendment to extend the term from November 7, 2013 to November 6, 2014 between the County and the Borough of Westville.

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, State of New Jersey held on Wednesday, October 16, 2013 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT N. DILELLA, CLERK**

CA

**AMENDMENT TO CONTRACT  
WITH  
THE BOROUGH OF WESTVILLE**

**THIS IS AN AMENDMENT** to a contract originally entered into on the 7<sup>th</sup> day of November, 2012, by the **County of Gloucester**, with its principal office at 2 South Broad Street, Woodbury, NJ, hereinafter referred to as **"County"** and the **Borough of Westville**, with offices at 165 Broadway, Westville, NJ, hereinafter referred to as **"Contractor"**.

In further consideration of the mutual promises made by and between Contractor and County in the above-described contract, the Parties hereby agree to amend the contract as follows:

**The Contract is for Elevator Installation at the Municipal Building and is amended to extend the contract term for an additional term of November 7, 2013 to November 6, 2014 due to a delay with Otis Elevator getting the proper paperwork to the State DCA for review and an issue with permits.**

**All other terms and provisions of the Contract** and conditions set forth therein that are consistent with this Amendment and state requirements, shall remain in full force and effect.

**THIS AMENDMENT** is effective as of the 7<sup>th</sup> day of November, 2013.

**ATTEST:**

**COUNTY OF GLOUCESTER**

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

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

**ATTEST:**

**BOROUGH OF WESTVILLE**

\_\_\_\_\_  
**WILLIAM J. BITTNER, ADMINISTRATOR**

\_\_\_\_\_  
**RUSSELL W. WELSH, JR., MAYOR**

63

**RESOLUTION AUTHORIZING AN AMENDMENT TO A CONTRACT WITH  
THE BOROUGH OF WOODBURY HEIGHTS EXTENDING THE TERM  
FROM NOVEMBER 7, 2013 TO NOVEMBER 6, 2014 FOR RECONSTRUCTION  
TO LAKE AVENUE, PHASE II**

WHEREAS, the Board of Chosen Freeholders of the County of Gloucester adopted a Resolution on November 7, 2012, authorizing the execution of a contract between the County and the Borough of Woodbury Heights, for Reconstruction of Lake Avenue, Phase II; and

WHEREAS, the contract is now being amended to be extended from November 7, 2013 to November 6, 2014 due to a delay caused by awaiting of approval from NJDOT; and

WHEREAS, all terms and provisions of the previously executed Contract, with the exception of the extended term, will continue in full force and effect.

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Chosen Freeholders of the County of Gloucester that the Director of the Board is hereby authorized to execute and the Clerk of the Board is hereby authorized to attest to an Amendment to extend the contract from November 7, 2013 to November 6, 2014 between the County and the Borough of Woodbury Heights.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, State of New Jersey held on October 16, 2013 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

ATTEST:

**ROBERT N. DILELLA, CLERK**

13

**AMENDMENT TO CONTRACT  
WITH  
THE BOROUGH OF WOODBURY HEIGHTS**

**THIS IS AN AMENDMENT** to a contract originally entered into on the 7<sup>th</sup> day of November, 2012, by the **County of Gloucester**, with its principal office at 2 South Broad Street, Woodbury, NJ, hereinafter referred to as "**County**" and the **Borough of Woodbury Heights**, with offices at 500 Elm Avenue, Woodbury Heights, NJ, hereinafter referred to as "**Contractor**".

In further consideration of the mutual promises made by and between Contractor and County in the above-described contract, the Parties hereby agree to amend the contract as follows:

**The Contract is for Reconstruction to Lake Avenue, Phase II and is amended to extend the term from November 7, 2013 to November 6, 2014 due to a delay in awaiting NJDOT approval and additional problems with the bidding process.**

**All other terms and provisions of the Contract** and conditions set forth therein that are consistent with this Amendment and state requirements, shall remain in full force and effect.

**THIS AMENDMENT** is effective as of the 7<sup>th</sup> day of November, 2013.

**ATTEST:**

**COUNTY OF GLOUCESTER**

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

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

**ATTEST:**

**BOROUGH OF WOODBURY HEIGHTS**

\_\_\_\_\_  
**JANET PIZZI, CLERK**

\_\_\_\_\_  
**HARRY W. ELTON, JR, MAYOR**

C4

**RESOLUTION AUTHORIZING THE APPROVAL AND EXECUTION  
OF AN AGREEMENT WITH THE U.S. DEPARTMENT OF AGRICULTURE,  
RURAL DEVELOPMENT FOR THE HOUSING PRESERVATION GRANT  
IN THE AMOUNT OF \$50,000.00**

**WHEREAS**, by Resolution dated June 24, 2013, 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 hereby authorized to execute and the Clerk is authorized to attest to an Agreement between the County and 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 16, 2013 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT N. DILELLA, CLERK**

C4

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 publication 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 HPS 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.

CERTIFICATION APPROVAL

For All Farmers Programs

EM, OL, FO, and SW Loans

This loan is approved subject to the availability of funds. If this loan does not close for any reason within 90 days from the date of approval on this document, the approval official will request updated eligibility information. The undersigned loan applicant agrees that the approval official will have 14 working days to review any updated information prior to submitting this document for obligation of funds. If there have been significant changes that may affect eligibility, a decision as to eligibility and feasibility will be made within 30 days from the time the applicant provides the necessary information.

If this is a loan approval for which a lien and/or title search is necessary, the undersigned applicant agrees that the 15-working-day loan closing requirement may be exceeded for the purposes of the applicant's legal representative completing title work and completing loan closing.

35. COMMENTS AND REQUIREMENTS OF CERTIFYING OFFICIAL

36. I HEREBY CERTIFY that I am unable to obtain sufficient credit elsewhere to finance my actual needs at reasonable rates and terms, taking into consideration prevailing private and cooperative rates and terms in or near my community for loans for similar purposes and periods of time. I agree to use the sum specified herein, subject to and in accordance with regulations applicable to the type of assistance indicated above, and request payment of such sum. I agree to report to USDA any material adverse changes, financial or otherwise, that occur prior to loan closing. I certify that no part of the sum specified herein has been received. I have reviewed the loan approval requirements and comments associated with this loan request and agree to comply with these provisions.

(For FP loans at eligible terms only) If this loan is approved, I elect the interest rate to be charged on my loan to be the lower of the interest rate in effect at the time of loan approval or loan closing. If I check "NO", the interest rate charged on my loan will be the rate specified in Item 28 of this form. YES NO

WARNING: Whoever, in any matter within the jurisdiction of any department or agency of the United States knowingly and willfully falsifies, conceals or covers up by any trick, scheme, or device a material fact, or makes any false, fictitious or fraudulent statements or representations, or makes or uses any false writing or document knowing the same to contain any false, fictitious or fraudulent statement or entry, shall be fined under this title or imprisoned not more than five years, or both."

Date \_\_\_\_\_, 20 \_\_\_\_\_

ROBERT M. DAMMINGER, FREEHOLDER DIRECTOR (Signature of Applicant)

Date \_\_\_\_\_, 20 \_\_\_\_\_

(Signature of Co-Applicant)

37. I HEREBY CERTIFY that all of the committee and administrative determinations and certifications required by regulations prerequisite to providing assistance of the type indicated above have been made and that evidence thereof is in the docket, and that all requirements of pertinent regulations have been complied with. I hereby approve the above-described assistance in the amount set forth above, and by this document, subject to the availability of funds, the Government agrees to advance such amount to the applicant for the purpose of and subject to the availability prescribed by regulations applicable to this type of assistance.

(Signature of Approving Official)

Typed or Printed Name: HOWARD HENDERSON

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

Title: STATE DIRECTOR

38. TO THE APPLICANT: As of this date \_\_\_\_\_, this is notice that your application for financial assistance from the USDA has been approved, as indicated above, subject to the availability of funds and other conditions required by the USDA. If you have any questions contact the appropriate USDA Servicing Office.

REQUEST FOR OBLIGATION OF FUNDS

<b>INSTRUCTIONS-TYPE IN CAPITALIZED ELITE TYPE IN SPACES MARKED ( )</b> Complete Items 1 through 29 and applicable Items 30 through 34. See FMI.							
<b>1. CASE NUMBER</b> ST CO BORROWER ID 35-006-216000660		<b>LOAN NUMBER</b> 04		<b>FISCAL YEAR</b> 2013			
<b>2. BORROWER NAME</b> GLOUCESTER COUNTY			<b>3. NUMBER NAME FIELDS</b> 2 (1, 2, or 3 from Item 2)				
<b>DEPT OF ECONOMIC DEVELOPMENT</b>			<b>4. STATE NAME</b> NEW JERSEY				
			<b>5. COUNTY NAME</b> GLOUCESTER				
<b>GENERAL BORROWER/LOAN INFORMATION</b>							
<b>6. RACE/ETHNIC CLASSIFICATION</b> 1 - WHITE 4 - HISPANIC 2 - BLACK 5 - API 3 - ASIAN		<b>7. TYPE OF APPLICANT</b> 1 - INDIVIDUAL 6 - ORG. OF FARMERS 2 - PARTNERSHIP 7 - NONPROFIT-SECULAR 3 - CORPORATION 8 - NONPROFIT-FAITH BASED 4 - PUBLIC BODY 9 - NATI TRIBE 5 - ASSOC. OF FARMERS 10 - PUBLIC COLLEGE/UNIVERSITY 11 - OTHER		<b>8. COLLATERAL CODE</b> 1 - REAL ESTATE SECURED 4 - MACHINERY ONLY 2 - REAL ESTATE AND CHATTEL 6 - LIVESTOCK ONLY 3 - NOTE ONLY OR CHATTEL ONLY 7 - SECURED BY BONDS 8 - R/F ACCT		<b>9. EMPLOYEE RELATIONSHIP CODE</b> 1 - EMPLOYEE 2 - MEMBER OF FAMILY 3 - CLOSE RELATIVE 4 - ASSOC.	
<b>10. SEX CODE</b> 1 - MALE 3 - FAMILY UNIT 2 - FEMALE 4 - ORGAN MALE OWNED 6 - PUBLIC BODY 5 - ORGAN FEMALE OWNED		<b>11. MARITAL STATUS</b> 1 - MARRIED 3 - UNMARRIED (INCLUDES WIDOWED/DIVORCED) 2 - SEPARATED		<b>12. VETERAN CODE</b> 1 - YES 2 - NO		<b>13. CREDIT REPORT</b> 1 - YES 2 - NO	
<b>14. DIRECT PAYMENT</b> (See FMI)		<b>15. TYPE OF PAYMENT</b> 1 - MONTHLY 3 - SEMIANNUALLY 2 - ANNUALLY 4 - QUARTERLY		<b>16. FEE INSPECTION</b> 1 - YES 2 - NO			
<b>17. COMMUNITY SIZE</b> 1 - 10,000 OR LESS (FOR SFH AND HPG ONLY) 2 - OVER 10,000				<b>18. USE OF FUNDS CODE</b> (See FMI)			
<b>COMPLETE FOR OBLIGATION OF FUNDS</b>							
<b>19. TYPE OF ASSISTANCE</b> 19 (See FMI)		<b>20. PURPOSE CODE</b>		<b>21. SOURCE OF FUNDS</b>		<b>22. TYPE OF ACTION</b> 1 - OBLIGATION ONLY 2 - OBLIGATION/CHECK REQUEST 3 - CORRECTION OF OBLIGATION	
<b>23. TYPE OF SUBMISSION</b> 1 - INITIAL 2 - SUBSEQUENT		<b>24. AMOUNT OF LOAN</b>		<b>25. AMOUNT OF GRANT</b> \$50,000.00			
<b>26. AMOUNT OF IMMEDIATE ADVANCE</b>		<b>27. DATE OF APPROVAL</b> MO DAY YR		<b>28. INTEREST RATE</b> %		<b>29. REPAYMENT TERMS</b>	
<b>COMPLETE FOR COMMUNITY PROGRAM AND CERTAIN MULTIPLE-FAMILY HOUSING LOANS</b>							
<b>30. PROFIT TYPE</b> 1 - FULL PROFIT 2 - LIMITED PROFIT 3 - NONPROFIT							
<b>COMPLETE FOR EM LOANS ONLY</b>				<b>COMPLETE FOR CREDIT SALE-ASSUMPTION</b>			
<b>31. DISASTER DESIGNATION NUMBER</b> (See FMI)				<b>32. TYPE OF SALE</b> 1 - CREDIT SALE ONLY 2 - ASSUMPTION ONLY 4 - ASSUMPTION WITH SUBSEQUENT LDAN 3 - CREDIT SALE WITH SUBSEQUENT LOAN			
<b>FINANCE OFFICE USE ONLY</b>				<b>COMPLETE FOR FP LOANS ONLY</b>			
<b>33. OBLIGATION DATE</b> MO DA YR				<b>34. BEGINNING FARMER/RANCHER</b> (See FMI)			

If the decision contained above in this form results in denial, reduction or cancellation of USDA assistance, you may appeal this decision and have a hearing or you may request a review in lieu of a hearing. Please use the form we have included for this purpose.

Position 2

ORIGINAL - Borrower's Case Folder COPY 1 - Finance Office COPY 2 - Applicant/Lender COPY 3 - State Office

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0570-0061 and 0570-0062. The time required to complete this information collection is estimated to average 15 minutes 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.

RD Instruction 1944-N  
Exhibit A

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

---

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:

---

C5

**RESOLUTION AUTHORIZING THE EXECUTION OF FEDERAL AID AGREEMENT #13-DT-BLA-666 WITH THE NEW JERSEY DEPARTMENT OF TRANSPORTATION IN THE AMOUNT NOT TO EXCEED \$295,560.00 FOR THE DESIGN OF THE MULTI-PURPOSE TRAIL SECTION 2 IN THE BOROUGH OF GLASSBORO AND TOWNSHIP OF ELK**

WHEREAS, the Gloucester County (hereinafter the "County) Engineer has recommended that a Federal Aid Agreement be entered into with the New Jersey Department of Transportation (hereinafter the "NJDOT) for the Design of the Multi-Purpose Trail, Section 2 from Delsea Drive in Glassboro to Rowan University and the Elk Township Recreational Park, Federal Project No. STP-C00S (345)PE, Engineering Project # 12-03FA (hereinafter the "Agreement"); and

WHEREAS, the said agreement is referred to as Federal Aid Agreement #13-DT-BLA-666 and is a cost reimbursement agreement with the NJDOT in an amount not to exceed \$295,560.00; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that the Federal Aid Agreement referred to hereinabove with the NJDOT is hereby authorized and approved for the Project in the amount not to exceed \$295,560.00; and

BE IT FURTHER RESOLVED that the Freeholder Director, and Clerk of the Board, are hereby authorized to execute Federal Aid Agreement # 13-DT-BLA 666.

ADOPTED at a regular meeting of the Board of Chosen Freeholders, County of Gloucester and State of New Jersey held on Wednesday, October 16, 2013 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK



C5

# State of New Jersey

DEPARTMENT OF TRANSPORTATION  
Region South Headquarters  
One Executive Campus  
Route 70  
Cherry Hill, New Jersey 08002

CHRIS CHRISTIE  
Governor

JAMES S. SIMPSON  
Commissioner

KIM GUADAGNO  
Lt. Governor

September 27, 2013

Vincent M. Voltaggio, P.E.  
County Engineer, Gloucester County  
Clayton Complex Offices of Government Services  
1200 N. Delsea Drive  
Clayton, NJ 08312-1000

Re.: **LETTER OF AUTHORIZATION**  
Gloucester County Multi-Purpose Trail Sect. 2 - Design  
Location: Former RR line from Rt 47 in Glassboro to Rowan University & Elk Township Recreational Complex  
Borough of Glassboro, Gloucester County  
Federal Project No. STP-C00S(354)PE  
NJDOT Job No. 6206321

Dear Mr. Voltaggio:

This is to inform you that on 8/29/13, the Federal Highway Administration authorized funding up to an amount of \$295,560.00, for the above captioned Federal Aid Highway Program project in the Borough of Glassboro, Gloucester County. In connection with this authorization, The County of Gloucester can contract with the selected qualified consultant, ARH, Assoc., to do the design of this project.

The following reflects a breakdown of authorized costs as submitted with the federal authorization request:

	Federally Participating	Federally Non-participating
Design Costs	\$295,560.00	\$0.00
Third Party Non-sharing Costs	\$0.00	\$60,000.00
Total Amount	\$295,560.00	\$60,000.00

Requirements for this project include, but are not limited to, the following:

#### Project Agreement

- Return four (4) original signed and sealed copies of the attached agreement along with a signed/sealed Resolution for execution by the Department.
- DO NOT enter the date on page 1.
- Signed copies of the agreement should be returned within 45 days.

#### Project Billing

- NJDOT must receive an initial billing (payment voucher) from the recipient for the design project no later than 3 months after NJDOT has concurred in the award of the construction contract. NJDOT must receive subsequent billings (payment vouchers) on a monthly basis after the initial billing but no later than 3 months thereafter as stipulated in the project

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Gloucester County Multi-Purpose Trail Sect. 2 - Design  
Borough of Glassboro, Gloucester County  
Federal Project No. STP-C00S(354)PE  
Page 2

agreement. Failure to meet the billing requirements may result in the restriction of authorization of any future FHWA funding until such time as progress on timely billings is demonstrated.

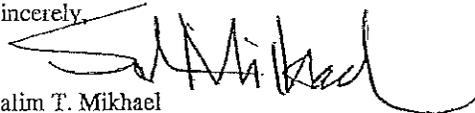
- The project will be considered "Inactive" if Gloucester County fails to submit an invoice within the durations described in 23 CFR 630.106. It is Gloucester County's responsibility to ensure that the federal funding is not jeopardized for this project due to an "Inactive" project status.

Gloucester County may appeal decisions made by NJDOT regarding all above compliance issues on a case-by-case basis, but NJDOT reserves the right to make a final determination whether to continue funding the project or not. NJDOT will be reviewing the status of the federal-aid agreement and the issues associated with compliance on a monthly basis.

It is the NJDOT's desire to make the process of funding and oversight as reasonable as possible and at the same time satisfy FHWA requirements. Gloucester County's cooperation will greatly facilitate this effort and assist in future funding.

Please notify this office two (2) weeks prior to the date of the Design kickoff meeting, so staff from this office can attend. Should you have any questions regarding the above, please contact Chris Bergeman at (856) 486-6714 or David Cihocki at (856)486-6757.

Sincerely,



Salim T. Mikhael  
Manager  
District 4 Local Aid

Enclosures  
ref#2305

Agreement No. 13-DT-BLA-666

Contract ID: 12 70584

Recipient's DUNS No.: 957362247

CFDA Name and Number: Catalog of Federal Domestic Assistance 20.205

Contact Name and Phone Number: Chris Bergeman; (856) 486-6714

**FEDERAL AID AGREEMENT**

Project: Gloucester County Multi-Purpose Trail Sect. 2 - Design  
(Fed. Proj. No.: STP-C005(354)PE)  
Municipality: Borough of Glassboro  
County: Gloucester

This Cost Reimbursement Agreement is made as of the \_\_\_\_\_ day of \_\_\_\_\_, by and between the Gloucester County, having its offices at Clayton Complex Offices of Government Services, 1200 N. Delsea Drive, Clayton, NJ 08312-1000 ("Recipient") and the State of New Jersey, Department of Transportation, Division of Local Aid and Economic Development, having its offices at 1035 Parkway Avenue, Trenton, NJ 08625 ("State");

**WITNESSETH:**

WHEREAS, Recipient proposes to be the sponsor of a Project eligible for funding pursuant to the terms and conditions of this Agreement; and

WHEREAS, the Project may be included in the Metropolitan Planning Organization's Transportation Improvement Program and the State Transportation Improvement Program; and

WHEREAS, the State may award Recipient funds to finance the Project ("Project Fund"); and

WHEREAS, Recipient and the State desire to specify the conditions applicable to the financing of the costs of the Project out of the Project Fund and the obligations of Recipient and the State with respect to the Project; and

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, and pursuant to all federal, state, and local laws and ordinances, Recipient and the State hereby agree as follows:

1. Description of Project – Scope of Work

A detailed Project description is included in the Project Scope of Work and Cost Estimate attached to this Agreement.

2. Agreement Contract Term

2.1. This Agreement shall be effective upon proper execution by the State and the Recipient and shall continue in effect until the project is completed and all vouchers have been paid subject to Section 7 below. Allowable costs incurred for the performance of work in the attached Scope of Work in this Cost Reimbursement Agreement shall be eligible for reimbursement from the effective date of 8/29/2013. All such work shall be completed by 12/31/2017, unless either terminated or extended by written authorization of the State.

2.2. This Agreement may be terminated by either party upon thirty (30) days written notice to the other party in which case compensation shall be made for the costs of the work actually performed, subject to FHWA and or FTA concurrence. Costs incurred by the Recipient as a result of a termination by the State may be included in the Recipient's claim for compensation. Costs incurred by the State as a result of a termination by the Recipient may be set off against the Recipient's claim for compensation under the terms of this Agreement or any other Agreement between the State and Recipient until the costs have been fully repaid.

2.3 The Project shall not be sold, assigned or ownership transferred without the consent of the State and FHWA. In the event the Project is sold to a non-public entity for a non-public use or any use inconsistent with the terms of this Agreement, compensation according to termination of this Agreement by the Recipient shall be in effect.

3. Plans and Specifications

3.1 Recipient shall prepare, or have prepared, environmental documents, engineering documents, plans, specifications and estimates for the Project and shall submit them to the State for the State's review. A Professional Engineer licensed to practice in New Jersey must prepare the plans and specifications. The State shall review the engineering documents, plans and specifications for conformance to program requirements and design standards. All design work shall conform to the applicable American Association of State Highway and Transportation Officials (AASHTO) design criteria, the current Manual on Uniform Traffic Control Devices (MUTCD), and the New Jersey Department of Transportation Bicycle Compatible Roadway and Bikeways Planning and Design Guideline. However, the design of traffic barriers and drainage systems shall conform to the New Jersey Department of Transportation Roadway Design Manual. All workmanship and materials shall conform to the current New Jersey Department of Transportation Standard Specification for Road and Bridge Construction as amended for Federal Aid. The Recipient shall notify the State in writing of any deviation from the standards. If there is a deviation from the standards, the Recipient shall accept any and all responsibility for any injury and damage by such deviation to any person or property and shall indemnify the State as outlined in the Agreement. If the design cannot conform to the minimum standards as set forth, a design exception will be required. The State shall notify Recipient when the project is acceptable for bidding.

3.2 Project limits cannot be exceeded, plans and specifications altered, construction change orders issued, or items added or deleted from Project without prior written approval of the State.

3.3 The Recipient shall designate a resident engineer who shall be empowered to represent the Recipient in connection with the administration of the Project, and shall be responsible for the monitoring and inspection of all work performed by its contractors.

4. Project Work

4.1 Recipient shall use its best efforts to complete or cause the completion of work on the Project ("Project Work") in accordance with the plans and specifications approved by the State.

4.2 Recipient covenants that Project Work will comply with all applicable laws and other requirements of federal, state and local governmental bodies. Recipient shall obtain all permits and licenses necessary to Project Work.

4.3 The Recipient shall not proceed with any Project work for which reimbursement shall be sought without the specific written authorization of the State. It is agreed that any and all project costs incurred by the Recipient prior to FHWA authorization of any Project phase shall be non-participating by the State and FHWA.

4.4 Recipient shall solicit bids for the work in accordance with all federal and state laws, rules and

regulations applicable to public bidding. Upon receipt of bids from responsible contractors, Recipient shall select the contractor submitting the lowest responsive bid and shall furnish the name of such contractor to the State for concurrence. Recipient agrees not to contract with any contractor to whom the State or the Federal Highway Administration ("FHWA") has made a reasonable and timely objection. Professional services should be competitively selected based upon qualifications.

4.5 Recipient agrees that the monies requisitioned from the Project Fund will be used only to reimburse actual Project costs and for no other purpose. Recipient agrees that it shall provide to the State and the FHWA such documentation as will enable the State and the FHWA to determine that the proceeds of the Project Fund have been applied solely to the costs of the Project.

4.6 Upon written request of the State, the Recipient shall cause its contractor to provide payment and performance bonds in an amount equal to 100% of the cost of the Project Work. A surety company satisfactory to the State and qualified to do business in the State of New Jersey shall execute such bonds. Copies of all bonds shall be delivered to the State upon request. Only those sureties listed in the US Treasury Department Circular 570 and authorized to do business in the State shall furnish the surety bonds.

4.7 When Recipient considers the Project to be finally complete, Recipient shall request that the State's representative make a final inspection of the Project. If it is determined, after such inspection, that the Project has been completed in accordance with the plans and specifications, Recipient shall prepare and submit to the State a certification that the final inspection has been made and the cost of the Project has actually been incurred in accordance with the provisions of the Agreement. Upon receipt, the State shall disburse an amount equal to the approved final payment. Upon payment of the amount approved for final payment, the State shall be released from any further responsibility in connection with the Project Fund and the Project. The New Jersey Department of Transportation, Division of Local Aid and Economic Development will monitor maintenance of completed Project by the Recipient. Failure to maintain Project will result in the withholding of funds payable to the Recipient on other State funded programs.

## 5. Insurance

5.1 Recipient shall maintain or cause to be maintained:

(a) General Comprehensive Liability Insurance in the minimum amount of \$1,000,000 combined single limit plus \$1,000,000 in an umbrella policy. This insurance shall specifically provide for coverage of the State as an additional insured and shall provide for coverage at least as broad as the standard, basic unamended commercial general liability policy and shall be endorsed to include broad form contractual liability coverage, independent contractor's coverage and completed operations coverage.

(b) Automobile Liability Insurance in the minimum amount of \$1,000,000.

(c) Workers Compensation Insurance in the amount required by law.

5.2 A copy of each insurance policy shall be made available to the State upon request.

5.3 The RECIPIENT shall cause to be maintained Errors and Omissions, Professional Liability Insurance and/or Professional Malpractice Insurance sufficient to protect against liabilities arising out of professional obligations performed pursuant to the requirements of this Agreement. This insurance shall be in the minimum amount of \$1,000,000.00.

5.4 Recipient expressly understands and agrees that any insurance protection required by this Agreement shall in no way limit the obligations assumed by Recipient pursuant to this Agreement and shall not be construed to relieve Recipient of liability in excess of such coverage, nor shall it preclude the

State from taking such other actions as are available to it under any other provision of this Agreement or otherwise in law.

6. Disbursement of Project Fund

6.1 (a) The State shall disburse monies from the Project Fund to Recipient in order to reimburse costs associated with Project Work in accordance with the terms and conditions of this Agreement. Only those costs specifically enumerated in the Project Scope of Work and Cost Estimate attached to this Agreement and outlined below will be eligible for reimbursement. Nothing contained herein shall impose upon the State any obligation to ensure the proper application of the monies paid to Recipient from the Project Fund. Furthermore, nothing contained herein shall impose any obligation upon the State to pay to Recipient any monies in excess of the Project Fund. The Recipient shall reimburse the Consultant/Contractor for allowable expenses after the receipt of properly prepared payment vouchers.

6.1 (b) The total cost of the project by the Recipient for completion of the Project Scope of Work in this Agreement shall not exceed \$295,560.00, with an approved budget as follows:

Federal Project #	Project Sponsor	Contract	Sponsor In-House	Total	Date Authorized	Date for Completion
STP-C005(354)PE	Gloucester County	\$295,560.00	\$ 0.00	\$295,560.00	8/29/2013	12/31/2017

6.2 (a) Recipient shall prepare and submit payment vouchers for payment for approval by the State. Payment vouchers may be submitted as frequently as every month at most but are required at least quarterly. The payment vouchers for payment shall state, with proper documentation, the amounts due Recipient for actual allowable costs incurred in connection with the Project. The Recipient shall maintain a complete set of time sheets, records and accounts to identify eligible salaries, fringe benefits, leave, and non-salary direct expenses incurred in support of the Project, as well as material records, certifications, and as-built quantities.

(b) Progress Reports will accompany all vouchers for payment and shall include:

- A narrative description of work performed during the calendar month and any difficulties or delays encountered;
- A comparison of actual accomplishments to the goals established for the period;
- A comparison, by tasks, of costs incurred with amounts budgeted, and;
- A comparison, by task, of work performed compared to the schedule, including a percentage of the total work completed. This requirement can be met by including a bar chart showing schedule timing and actual progress.
- Copies of federal contract compliance documents as completed for the voucher payment period by the resident engineer that is designated by the Recipient, a complete set of which shall be furnished by State staff at kickoff and or preconstruction meetings.

(c) The State shall review and verify such payment vouchers for payment and remunerate the Recipient for direct and indirect costs incurred up to a maximum Project approved budget \$295,560.00 stated in this Agreement for satisfactorily completing the Project.

(d) "Actual allowable costs" and "direct and indirect costs" will be determined by the STATE based on the federal regulations applicable to the RECIPIENT:

Cost principles for State & Local Governments -- OMB Circular A-87  
Cost Principles for Nonprofit Organizations - OMB Circular A-122  
Commercial Entities - FAR Subpart 31.2

(e) The administrative requirements include:

Grants and Cooperative Agreements with State & Local Governments - OMB Circular A-102  
Uniform Administrative Requirements for Grants and Other Agreements with Institutions of  
Higher Education, Hospitals and Other Non-profit Organizations - OMB Circular A-110

6.3 (a) The State shall make partial payments to the Recipient toward the Fixed Price of each Project work assignment upon the receipt of properly drawn monthly or quarterly payment vouchers for a percentage of work completed on the Project during the period as shown on the accompanying progress report. Where there is a disagreement between the State and the Recipient concerning the percentage of work completed during any given period that dispute shall be resolved in accordance with Paragraph 20.3 of this Agreement.

(b) The Sponsor may submit vouchers for reimbursement totaling up to 90% of the lesser of either the authorized amount or the amount eligible for State funding participation. The Sponsor shall submit a final payment voucher, along with any necessary close out documents, for reimbursement of the remaining 10%, following receipt of written final acceptance of the project by the Department of Transportation.

6.4 (a) All work performed by contractors and subcontractors on the Project shall be treated as being performed by the Recipient. The Recipient shall remain responsible for satisfactory performance of all work.

(b) The Recipient will be paid a Fixed Price for the work of each contractor and consultant. The Fixed Price shall be considered full compensation for all costs incurred by the Recipient relative to the work performed by each contractor and consultant. Payment of the Fixed Price shall be made on monthly or quarterly payment vouchers submitted by the Recipient based upon the percentage of the contracted work completed as shown in the Recipient's monthly progress reports.

(c) Recipient shall require its contractors and consultants to comply with the applicable cost principles set forth in Section 6.2 above and the requirements of Section 8 below by placing equivalent provisions in their contracts.

## 7. Audit Requirements

7.1 The Recipient shall provide the State with a fiscal year, organization-wide audit that has been conducted in accordance with the requirements of OMB Circular Letter A-133, Audits of States, Local Governments, and Non-Profit Organizations, and State Circular Letter 04-04-OMB, Single Audit Policy for Recipients of Federal Grants, State Grants and State Aid. If the Recipient is to contract with a commercial organization they must follow 48 CFR Part 31, Subpart 31.2, "Contracts with Commercial Organizations." The Recipient shall ensure that the State receives the audit within the prescribed submission period and that this Agreement is listed on the appropriate Schedule of Financial Assistance.

7.2 The State, and the FHWA, or their agents, shall be entitled to perform an audit at the following times:

(a) At any time during the performance of work set forth in this Agreement.

(b) During a period of up to three (3) years after either the date of payment of the

applicable Final Invoice or a date mutually agreed to by the parties.

7.3 This agreement may be funded in whole or in part with funding provided under the American Recovery and Reinvestment Act of 2009 (ARRA). The Recipient is responsible for complying with the applicable provisions of the ARRA which are incorporated herein by reference.

Section 902 of ARRA requires that the U.S. Comptroller General has the authority to:

1. Examine records of the Recipient or its subconsultant, or State or local government agency administering such contract that directly pertain to, and involve transactions relating to, the Contract or subcontract.
2. Interview officers or employees of the Recipient or its subconsultant, or of State or local government agency administering the Contract, regarding such transactions.

Nothing in this section is to be interpreted to limit or restrict the existing authority of the U.S. Comptroller General.

Section 1515(a) of the ARRA requires that the Inspector General has the authority to:

1. Examine records of the Recipient or its subconsultants
2. Interview the Recipient's or its subconsultants's employees or officers working on this Contract.

Nothing in this section is to be interpreted to limit or restrict the existing authority of the Inspector General.

7.4 The Recipient acknowledges that changes in payment due the Recipient resulting from audits performed by the State shall be made as follows:

- In the event of overpayment by the State, the Recipient shall refund the amount of such overpayment within thirty days of the request by the State. In the event the Recipient fails to comply with said request, the State is hereby authorized to deduct such overpayment from other monies due the Recipient under the terms of this Agreement or any other agreement between the State and the Recipient. Furthermore, the Recipient expressly understands and agrees that the provisions of this section shall in no way be construed to relieve the Recipient from any liability, or preclude the State from taking any other actions as are available to it under any other provisions of this Agreement or otherwise at law. The terms of this section shall survive the expiration or termination of the Agreement.
- In the event of underpayment by the State, the State shall pay sufficient funds to the Recipient to correct the underpayment as soon is practicable.

(a) The Recipient shall include in the Final Invoice the following release clause:

"In consideration of the requested payment of this Final Invoice, the (Recipient) hereby releases the State of New Jersey and the New Jersey Department of Transportation, their agents, officers and employees, from all claims and liabilities arising from work done or services performed under this Agreement"

(b) Payment to the Recipient for a Final Invoice does not waive either the right of the State to establish adjustments and to collect overpayments that are disclosed by audits performed subsequent to payment of the Final Invoice, or the right of the Recipient to underpayments based upon adjustments disclosed by said audits.

## 8. Inspections

Recipient shall permit the State and FHWA, or any authorized representative of either of them, free access to the Project with the right to examine, visit and inspect, at any reasonable time, all work completed or in progress,

labor performed and materials furnished in connection with the Project as well as Recipient's accounts, books and records, including its receipts, disbursements, contracts and any other matters relating thereto. Recipient shall supply such reports and information as the State or FHWA shall reasonably request. All accounts, books, records and other documents related to the Project shall be retained by Recipient for a period of three years after final payment is received from the State.

9. Indemnification

Recipient shall indemnify, defend, protect and hold harmless the State of New Jersey and its agents, servants and employees from and against any and all liability, fines, suits, claims, demands and actions, costs and reasonable expenses of any kind or nature or by anyone whomsoever, including, but not limited to, claims for personal injury, wrongful death, property damage and contractual liability due to or arising in any way out of the performance of any services, actions or operations in connection with the Project or any breach of this Agreement unless caused solely by the gross negligence or default of the State or its agents, servants or employees; provided, however, that the State shall give Recipient prompt notice thereof. If Recipient shall be required to defend in any action or proceeding pursuant to this Section 6 to which action or proceeding the State is made a party, the State shall be entitled to participate in the matter, at its election and sole cost; provided, however, that any such action by the State does not limit or make void any liability of Recipient in respect to the claim or matter in question.

10. Abandonment of Project

It is understood and agreed by and between the parties hereto that Recipient shall complete the Project to provide a safe and usable unit and shall not be entitled to abandon the Project. If the Recipient abandons the project during any phase (planning, design, construction, etc.) all funds expended by the State and the FHWA, will be reimbursed by the Recipient to said parties.

11. No Personal Liability

Notwithstanding anything to the contrary contained herein, the parties hereto specifically understand and agree that there shall be no personal liability imposed on the officers, employees or agents of Recipient or the State with respect to any of the covenants or conditions of this Agreement.

12. Equal Opportunity

12.1 Recipient hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the rules and regulations of the United States Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part, directly or indirectly, with proceeds from the Project Fund the following equal opportunity clause:

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

(a) The contractor or subcontractor, where applicable will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status or sex. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status or sex. 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 contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Equal Employment Opportunity Officer setting forth provisions of this non-discrimination clause;

(b) The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified

applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status or sex;

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

(d) The contractor 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 contractor or subcontractor agrees to attempt in good faith to employ minority and female workers consistent with applicable City employment goals prescribed by section 5.2 of the Regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

(f) The contractor or subcontractor agrees to inform in writing all recruitment agencies, including employment agencies, placement bureaus, colleges, universities labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

(g) The contractor or subcontractor 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 decisions of the State of New Jersey and as established by applicable federal law and applicable federal court decisions.

(h) The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status of sex, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable federal court decisions.

Provisions (d), (e), (f), (g), or (h) do not apply to subcontractors with four (4) or fewer employees or a contractor who has presented evidence of a federally approved or sanctioned Affirmative Action Program.

12.2 Recipient agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work.

12.3 Recipient also agrees:

(a) To assist and cooperate actively with the FHWA and the United States Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the United States Secretary of Labor.

(b) To furnish the FHWA and the United States Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the FHWA in the discharge of its primary responsibility for securing compliance.

(c) To refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, government contracts and federally assisted construction contracts

pursuant to the Executive Order.

(d) To carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the FHWA or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order.

12.4 In addition, Recipient agrees that if it fails or refuses to comply with these undertakings, the State may take any or all of the following actions:

- (a) Cancel, terminate, or suspend this Agreement in whole or in part;
- (b) Refrain from extending any further assistance to Recipient under the program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from Recipient; and
- (c) Initiate appropriate legal proceedings.

13. Nondiscrimination

Recipient hereby agrees that it will comply with Title VI of the 1964 Civil Rights Act (the "Act") and related statutes and implementing regulations to the end that no person shall on the grounds of race, color, national origin, handicap, age, sex, or religion be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under the Project covered by this Agreement and, further Recipient agrees that:

- (a) It will insert the nondiscrimination notice required by the Standard Department of Transportation Title VI Assurance (DOT Order 1050.2) in all solicitations for bids for work or material, and, in adapted form, in all proposals for negotiated agreements.
- (b) It will insert the clauses in Appendixes A, B or C of DOT Order 1050.2 as appropriate, in all contracts, deeds transferring real property, structures, or improvements thereon or interest therein (as a covenant running with the land) and in future deeds, leases, permits, licenses, and similar agreements, related to this Project, entered into by Recipient with other parties.
- (c) It will comply with, and cooperate with, FHWA in ensuring compliance with the terms of the standard Title VI Assurance, the act and related statutes, and implementing regulations.

14. Disadvantaged Business Enterprises

Recipient hereby agrees to the following statements and agrees that these statements shall be included in all subsequent agreements between Recipient and any contractor:

- (a) **Policy.** It is the policy of the United States Department of Transportation that emerging small business enterprises (ESBE's), as they are defined in 49 CFR Part 26 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this agreement. NJDOT's ESBE program runs concurrently with the Disadvantaged Business Enterprise (DBE) program for small and disadvantaged businesses on federally-funded projects. Consequently, all applicable requirements of 49 CFR Part 26 shall apply to this agreement.
- (b) **Obligation.** The contractor agrees to ensure that ESBE's, as defined in 49 CFR Part 26, have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. In this regard, all recipients or contractors shall take all necessary and reasonable steps in accordance with the applicable section of 49 CFR Part 26 to ensure that ESBE's have the maximum opportunity to compete for and perform contracts. Recipients and their contractors shall not discriminate on the basis of race, color, national origin, handicap, religion,

age, or sex, as provided in Federal and state law, in the award and performance of DOT-assisted contracts."

15. No Oral Modifications

(1) This agreement may not be changed orally, but only by an agreement in writing and signed by the party against whom enforcement of any waiver, change, modification or discharge is sought.

(2) The Recipient shall request approval by the State of any task or line item budget revision deemed necessary to carry out the project in this Agreement. This request shall be submitted in writing by the Recipient to the State. If approved by the State and the applicable Federal funding agency, the State shall provide written authorization to Recipient to proceed with the revision.

16. Notices and Demands

16.1 All notices, demands, requests or other communications required or permitted to be given pursuant to this Agreement must be in writing.

16.2 All notices, demands, requests or other communications required or permitted to be given pursuant to this Agreement shall be deemed to have been properly given or served by depositing the same in the United States mail, postpaid and registered or certified, return receipt requested, or by Federal Express or similar service providing receipt against delivery, as follows:

If to the State:

Michael Russo  
Director  
Division of Local Aid and Economic Development  
State of New Jersey Department of Transportation  
1035 Parkway Avenue  
Trenton, New Jersey 08625

Or the designated District Office, Bureau of Local Aid, serving the area of the Recipient:

District 1 –  
Roxbury Corporate Center  
200 Stierli Court  
Mount Arlington, NJ 07856  
Phone: (973) 770-5070/5068  
Fax: (973) 770-5172  
Morris, Passaic,  
Sussex and Warren

District 2 –  
153 Halsey Street - 5th floor  
Newark, NJ 07102  
Phone: (973) 877-1500  
Fax: (973) 877-1556  
Bergen, Essex, Hudson,  
and Union

District 3 -  
PO Box 600  
Trenton, NJ 08625-0600  
Phone: (732) 625-4290  
Fax: (732) 625-4292  
Hunterdon, Mercer, Middlesex,  
Monmouth, Ocean and Somerset

District 4 –  
1 Executive Campus  
Route 70 West, 3rd Floor  
Cherry Hill, NJ 08002  
Phone: (856) 486-6618  
Fax (856) 486-6771  
Atlantic, Burlington, Camden, CapeMay,  
Cumberland, Gloucester, and Salem

Excepting Legal Notices  
Telephone: (856) 486-6618  
Fax: (856) 486-6771

If to Recipient:

Vincent M. Voltaggio, P.E.  
(Engineer)  
Gloucester County  
Clayton Complex Offices of Government Services  
1200 N. Delsea Drive  
Clayton, NJ 08312-1000

17. Partial Invalidity

To the extent that the intent and underlying purpose of this Agreement are not compromised, the invalidity or unenforceability of any term, covenant, condition or provision of this Agreement, or its application to any persons, entities or circumstances shall not render invalid or unenforceable the remainder of this Agreement, or the application of such term, covenant, condition or provision to persons, entities or circumstances other than those as to which it is held invalid or unenforceable, and each term, covenant, condition and provision of this Agreement shall remain valid and enforceable to the fullest extent permitted by applicable law.

18. Further Assurances

The parties agree to cooperate with each other and to execute and deliver such further documents and assurances as may be necessary to carry out the purpose of this Agreement.

19. Subject to FHWA Regulations

(1) Notwithstanding anything contained herein to the contrary, so long as the Project is being financed out of proceeds from the Project Fund, this Agreement and the obligations of the parties hereunder are subject to the rules and regulations promulgated by the FHWA.

(2) Section 319 of the FY 1990 Department of the Interior and Related Agencies Appropriations Act, Public Law 101-121, contains a prohibition on the use of appropriated funds for "influencing or attempting to influence" Federal officials in connection with grants, contracts or cooperative agreements. The new law became effective December 23, 1989 and contains two specific requirements that prospective FTD or FHWA contractors must be aware of and comply with prior to execution of this Agreement in order to remain eligible for Federal funds.

20. Entire Agreement; Counterparts; Disputes

20.1 This Agreement contains the entire agreement between the parties hereto and supersedes any and all prior understandings and agreements, oral or written, between the parties respecting the subject matter hereof.

20.2 This Agreement may be executed in two or more counterparts, each of which shall be deemed a duplicate original and all of which together shall constitute one and the same Agreement.

20.3 In the event a dispute arises concerning the meaning of any term used in this Agreement, or the work and services required to be performed under this Agreement, or as to compensation under this Agreement, the dispute shall be decided by the Commissioner of Transportation or his duly authorized representative.

21. APPENDIX A - Regulations of the Department of Transportation relative to nondiscrimination in federally assisted Projects of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21) attached hereto are made a part of this Agreement.

22. APPENDIX B - Certification of Restrictions on Lobbying is attached hereto and made part of this Agreement in accordance with 31 U.S.C. Sec. 1352 and 40 CFR Part 20. Each Recipient, Consultant and Contractor awarded a contract exceeding \$100,000 shall submit to the State a Disclosure of Lobbying Activity Form-LLL at the end of each calendar quarter in which a reportable event occurs. All completed forms shall be sent to:

New Jersey Department of Transportation  
Manager Professional Services  
Procurement Division  
1035 Parkway Avenue  
Trenton, New Jersey 08625

23. APPENDIX C - Certification of Recipient is attached hereto and made a part of this Agreement.
24. APPENDIX D - Certification of New Jersey Department of Transportation is attached hereto and made a part of this Agreement.
25. APPENDIX E - NJDOT Code of Ethics for Vendors is attached hereto and made a part of this Agreement.
26. APPENDIX F - Certification of Recipient Eligibility is attached hereto and made a part of this Agreement.
27. APPENDIX G - Americans with Disabilities Act is attached hereto and made part of this agreement.
28. APPENDIX H - State of New Jersey Equal Employment Opportunity for Contracts Funded by FHWA is attached hereto and made part of this agreement.
29. APPENDIX I – Project Scope of Work
30. APPENDIX J – Project Cost Estimate
31. Resolution

The Recipient shall supply the necessary resolution authorizing the Recipient to enter into this Agreement and this Agreement shall not become binding on either party until it is executed by the Commissioner of Transportation or the Commissioner's designee.

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to duly execute this Agreement on and as of the day and year first above written.

Project: Gloucester County Multi-Purpose Trail Sect. 2 - Design  
Municipality: Borough of Glassboro County: Gloucester  
Fed. Proj. No.: STP-C00S(354)PE  
Agreement No.: 13-DT-BLA-666

ATTEST/WITNESSED/AFFIX SEAL: RECIPIENT: Gloucester County

Name: Robert N. DiLella Date Name: Robert M. Damminger Date  
Title: Clerk of the Board of Chosen Freeholders Title: Freeholder Director

ATTEST/WITNESSED/AFFIX SEAL: NEW JERSEY DEPARTMENT OF TRANSPORTATION

Jacqueline Trausi Date Michael Russo Date  
Department Secretary, Director,  
New Jersey Department of Transportation Division of Local Aid & Economic  
Development

THIS DOCUMENT HAS BEEN REVIEWED AND APPROVED AS TO FORM

ATTORNEY GENERAL OF NEW JERSEY

Jeffrey Chiesa

By: Deputy Attorney General Date

APPENDIX A

**NONDISCRIMINATION**

During the performance of this Agreement, the RECIPIENT, for itself, its assignees and successors in interest hereinafter referred to as the RECIPIENT, agrees as follows:

1. Compliance with Regulations: The RECIPIENT will comply with Regulations of the United States Department of Transportation relative to nondiscrimination in federally assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21 through Appendix H, and Title 23CFR Part 710.405(b), hereinafter referred to as the Regulations), which are incorporated herein by reference and made a part of this Agreement.
2. Nondiscrimination: The RECIPIENT, with regard to the work performed by it after award and prior to completion of the work, will not discriminate on the basis of race, color, age, sex, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The RECIPIENT will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the Agreement covers a program set forth in Appendix B of the Regulations.
3. Solicitations for Subcontracts, including Procurement of Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the RECIPIENT for work to be performed under a subcontract, including procurement of materials or equipment, such potential subcontractor or supplier shall be notified by the RECIPIENT of the RECIPIENT'S obligations under this Agreement and the Regulations relative to nondiscrimination on the basis of race, color, age, sex or national origin.
4. Information and Reports: The RECIPIENT will provide all information and reports required by the Requisitions, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the STATE or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the RECIPIENT is in the exclusive possession of another who fails or refuses to furnish this information, the RECIPIENT shall so certify to the STATE or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance: In the event of the RECIPIENT'S noncompliance with the nondiscrimination provisions of this contract, the STATE shall impose such sanctions as are appropriate and available under the laws of the STATE.
  - (a) Withholding of payments to the RECIPIENT under the contract until the RECIPIENT complies, and/or
  - (b) Cancellation, termination, or suspension of the contract, in whole or in part.
6. This Agreement is subject to all federal, State, and local laws, rules, and regulations, including, but not limited to, those pertaining to nondiscrimination in employment and affirmative action for equal employment opportunity.

7. The RECIPIENT agrees to ensure that Disadvantaged Business Enterprises (DBE's) as defined in 49 CFR, Part 23 and FTA Circular 4716.1A, have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds. Failure to make a good faith effort to meet the established DBE goal may result in sanctions as defined under paragraph 5 of this Appendix.

8. If at any time following the execution of this Agreement, the RECIPIENT intends to sublet any additional portion(s) of the work or intends to purchase materials or lease equipment not contemplated during the original proposal preparation, the RECIPIENT shall:

(a) Notify the Project initiator, in writing, of the type and approximate value of the work which the RECIPIENT intends to accomplish by such subcontract, purchase order or lease.

(b) Give DBE firms equal consideration with non-minority firms in negotiations for any such subcontracts, purchase orders or leases.

9. Incorporation of Provisions: The RECIPIENT will include the provisions of paragraph (1) through (9) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, orders or instructions, issued pursuant thereto.

APPENDIX B

**CERTIFICATION OF RESTRICTIONS ON LOBBYING**

I, \_\_\_\_\_  
(Name and Title of Grantee Official)

hereby certify on behalf of RECIPIENT, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) 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 contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subRECIPIENT'S shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is 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 such failure.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_\_.

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

\_\_\_\_\_  
(Signature and Title of Authorized Official)

APPENDIX C

**CERTIFICATION OF RECIPIENT**

In executing the Agreement the RECIPIENT'S signatory certifies on behalf of the RECIPIENT that neither he, nor any other officer, agent or employee of the RECIPIENT has:

1. employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bonafide employee working solely for him or the RECIPIENT) to solicit or secure this Agreement.
- 2, agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the Agreement, or
3. paid, or agreed to pay, to any firm, organization or person (other than a bonafide employee working solely for him or the RECIPIENT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the Agreement;

except as expressly Stated in a disclosure letter to the STATE which shall accompany the Agreement after execution by the RECIPIENT on submission to the Commissioner or his designee for execution.

The RECIPIENT acknowledges that this certificate furnished to the STATE and the Federal Highway Administration, U.S. Department of Transportation, in connection with this Agreement, is subject to applicable State and Federal laws, both criminal and civil.

APPENDIX D

**CERTIFICATION OF NEW JERSEY DEPARTMENT OF TRANSPORTATION**

In executing the Agreement the STATE'S signatory certifies that to the best of his knowledge, the RECIPIENT or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this Agreement, to:

1. employ or retain, or agree to employ or retain, any firm or person, or
2. pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind;

except as expressly Stated in a disclosure letter to the Federal Highway Administration and/or Federal Transportation Administration, U.S. Department of Transportation.

The STATE acknowledges that this certificate is to be furnished to the Federal Highway Administration, U.S. Department of Transportation, in connection with agreements involving participation of Federal-aid highway funds, and the Federal Transportation Administration, in connection with agreements involving participation of FTA Metropolitan Planning (PL) funds, and is subject to applicable State and Federal laws, both criminal and civil.

**APPENDIX E**

**NJDOT CODE OF ETHICS FOR VENDORS**

1. No vendor\* shall employ any NJDOT officer or employee in the business of the vendor or professional activity in which the vendor is involved with Department officer or employee.
2. No vendor shall offer or provide any interest, financial or otherwise, direct or indirect, in the business of the vendor or professional activity in which the vendor is involved with the Department officer or employee.
3. No vendor shall cause or influence or attempt to cause or influence any NJDOT employee or officer in his or her official capacity in any manner which might tend to impair the objectivity or independence of judgment of that NJDOT officer or employee.
4. No vendor shall cause or influence, or attempt to cause or influence, any NJDOT officer or employee to use or attempt to use his or her official position to secure any unwarranted privileges or advantages for that vendor or for any other person.
5. No vendor shall offer any NJDOT officer or employee any gift, favor, service or other thing of value under circumstances from which it might be reasonably inferred that such gift, service or other thing of value was given or offered for the purpose of influencing the RECIPIENT in the discharge of his or her official duties. In addition, employees or officers of NJDOT will not be permitted to accept breakfasts, lunches, dinners, alcoholic beverages, tickets to entertainment and/or sporting events or any other item which could be construed as having more than nominal value.

**NOTE:** This section would permit an NJDOT employee or officer to accept food or refreshments of relatively low monetary value provided during the course of a meeting, conference or other occasion where the employee is properly in attendance (for example - coffee, danish, tea or soda served during a conference break). Acceptance of unsolicited advertising or promotional materials of nominal value (such as inexpensive pens, pencils or calendars) would also be permitted.

Any questions as to what is or is not acceptable or what constitutes proper conduct for a Departmental employee or officer should be referred to the Department's Ethics Liaison Officer or his or her designee.

6. This code is intended to augment, not to replace existing administrative orders and the current Departmental Code of Ethics.
7. This code shall take effect immediately upon approval of the NJ Executive Commission on Ethical Standards and adoption by the NJDOT.

\*Vendor is defined as any general contractor, subcontractor, consultant, person, firm, corporation or organization engaging in or seeking to do business with NJDOT.

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Adopted on the 16th day of December, 1987

APPENDIX F

**CERTIFICATION OF RECIPIENT ELIGIBILITY**

I, Robert M. Damminger, Freeholder Director hereby certify under penalty of perjury under the laws of the United States, that except as noted below, the company or any person associated therewith in the capacity of owner, partner, director, officer, principal, Project director, manager, auditor, or any position involving the administration of federal or State funds:

is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal, State or local government agency;

has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal, State or local government agency within the past 3 years;

does not have a proposed debarment pending; and

has not been indicted, convicted, or had a civil judgment rendered against (it) by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

(Insert exceptions - for any exception noted, indicate to whom it applies, initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions. If no exceptions, insert "None".)

ATTEST:

RECIPIENT

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

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

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

## APPENDIX G

### AMERICANS WITH DISABILITIES ACT

#### Equal Opportunity For Individuals With Disabilities.

The RECIPIENT and the STATE do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. Sec. 12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the STATE pursuant to this contract, the RECIPIENT agrees that the performance shall be in strict compliance with the Act. In the event that the RECIPIENT, its agents, servants, employees, or subconsultants violate or are alleged to have violated the Act during the performance of this contract, the RECIPIENT shall defend the STATE in any action or administrative proceeding commenced pursuant to this Act. The RECIPIENT shall indemnify, protect, and save harmless the STATE, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The RECIPIENT shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith.

In any and all complaints brought pursuant to the STATE'S grievance procedure, the RECIPIENT agrees to abide by any decision of the STATE which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the STATE or if the STATE incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the RECIPIENT shall satisfy and discharge the same at its own expense.

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

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

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

APPENDIX H

STATE OF NEW JERSEY EQUAL EMPLOYMENT OPPORTUNITY FOR CONTRACTS FUNDED BY FHWA

The parties to this Agreement do hereby agree that the provisions of N.J.S.A. 10:2-1 through 10:2-4 and N.J.S.A. 10:5-31 et seq (PL 1975, c 127, as amended and supplemented) dealing with discrimination in employment on public contracts, and the rules and regulations promulgated pursuant thereto, are hereby made a part of this Agreement and are binding upon them.

During the performance of this Agreement, the RECIPIENT agrees as follows:

- a. The RECIPIENT, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status or sex. The RECIPIENT will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status or sex. 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 RECIPIENT agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Department of Transportation's Compliance Officer setting forth provisions of this nondiscrimination clause;
- b. The RECIPIENT will, in all solicitations or advertisements for employees placed by or on behalf of the RECIPIENT, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status or sex;
- c. The RECIPIENT, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Department of Transportation's Compliance Officer, advising the labor union or worker's representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The notices referred to in paragraphs a and c may be obtained at the preconstruction conference.

DI

**RESOLUTION AUTHORIZING THE SUBMISSION OF AN APPLICATION FOR THE ANNUALLY AWARDED RIGHT TO KNOW GRANT THROUGH THE NEW JERSEY DEPARTMENT OF HEALTH IN AN AMOUNT NOT TO EXCEED \$10,798.00 FROM JULY 1, 2013 TO JUNE 30, 2014**

**WHEREAS**, the New Jersey Department of Health ("NJDOH") has made funds available to the counties within the State of New Jersey to develop and implement a County Right to Know Program (hereinafter the "Program"); and

**WHEREAS**, funds for this Grant are awarded yearly and Gloucester County has received a portion of it since 1984; and

**WHEREAS**, funds for the Program are available for the period July 1, 2013 through June 30, 2014 and the County has requested the full amount under the eligibility standards of \$10,798.00 from the NJDOH for the project; and

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

**WHEREAS**, the funds from this Grant will be used to support salary dollars in order to provide a database to advise workers and the community of hazardous materials used in the workplace; and

**WHEREAS**, the County's Department of Health, Senior & 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 will be subject to the grant conditions and other policies, regulations and rules issued by the NJDOH for the administration of the grant Project.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Chosen Freeholders of the County of Gloucester that the Director is hereby authorized to execute and the Clerk is hereby authorized to attest to any and all documents necessary to apply to the New Jersey Department of Health for a Right to Know Grant in an amount not to exceed \$10,798.00 from July 1, 2013 to June 30, 2014; 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 16, 2013 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT N. DILELLA, CLERK**



DI

BOARD OF  
CHOSEN FREEHOLDERS

COUNTY OF GLOUCESTER  
STATE OF NEW JERSEY

FREEHOLDER DIRECTOR  
Robert M. Damminger

FREEHOLDER LIAISON  
Vincent H. Nestore Jr.



DEPARTMENT OF HUMAN  
SERVICES

DIRECTOR  
Lisa A. Cerny

P.O. Box 337  
Woodbury, NJ 08096

Phone: 856.384.6870

Fax: 856.384.0207

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

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

TO: Karen Christina

DEPARTMENT: Health, Senior & Disability Services

GRANT TITLE: County Right to Know Program

DATE: October 31, 2013

### CERTIFICATION LETTER

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

REVIEWED BY: [Signature]

REVIEWED BY: [Signature]  
Grants Coordinator

FREEHOLDER MEETING: October 16, 2013

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

## GRANT REQUEST FORM

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

DATE: 09/18/13

1. TYPE OF GRANT  
         NEW GRANT  
  X   RENEWAL/CONTINUATION-PREVIOUS YR. BUDGET NUMBER 328
  
2. GRANT TITLE:         County Right to Know Program
  
3. GRANT TERM: FROM:         7/01/13         TO:         06/30/14
  
4. COUNTY DEPARTMENT:         HEALTH ,SENIOR & DISABILITY SERVICE
  
5. DEPT. CONTACT PERSON & PHONE NUMBER:         Karen Christina 218-4134
  
6. NAME OF FUNDING AGENCY:         NJ Dept of Health (NJ DOH)
  
7. BRIEF DESCRIPTION OF GRANT PROGRAM (TO BE USED FOR CLERK OF BOARD): To provide a data base to advise workers and community of hazardous materials used in the workplace and monitors collection and awareness of this data.
  
8. PERSONNEL-EMPLOYEE NAME & AMOUNT OF SALARY FUNDED THROUGH PROPOSED GRANT PROGRAM (INDICATE A NEW HIRE WITH AN ASTERISK " \* "):  

NAME	AMOUNT	NAME	AMOUNT
<u>Jim Cromley</u>	<u>10,798.00</u>		
  
9. TOTAL SALARY CHARGED TO GRANT: \$         10,798.00
  
10. INDIRECT COST (IC) RATE:         0.00         %
  
11. IC CHARGED TO GRANT \$         0.00
  
12. FRINGE BENEFIT RATE CHARGED TO GRANT:         N/A         %
  
13. DATE APPLICATION DUE TO GRANTOR         N/A



## BUDGET AMENDMENT FORM

INCLUDE GRANT AGREEMENT AND/OR COMMITMENT LETTER, ATTACH (AMENDED) BUDGET PAGE WITH COUNTY BUDGET EXPENEDITURE EXPLANATIONS (C-2 FORM) AND CODE NUMBER (PER BUDGET MANUAL).

DATE: 09/18/13

1. GRANT TITLE: COUNTY RIGHT TO KNOW PROGRAM
2. DEPARTMENT: Health , Senior & Disability Services
3. GRANT ID NUMBER: STATE: 92-2230-RTK-00

FEDERAL: \_\_\_\_\_

4. FUNDING AGENCY CONTACT PERSON: Eva McGovern
5. FUNDING AGENCY PHONE NUMBER: 609/984-2202
6. GRANT AMOUNT: \$10,798.00

7. A. CASH MATCH AMOUNT: \_\_\_\_\_  
(Attach mandated documentation)
- B. IN-KIND MATCH: \_\_\_\_\_
- C. MODIFICATION AMOUNT: \_\_\_\_\_
- D. NEW TOTAL: \$10,798

8. CONTRACT PERIOD: FROM: 07/01/13 TO: 06/30/14

9. HOW DOES COUNTY RECEIVE PAYMENT: ADVANCE: \_\_\_\_\_

REIMBURSEMENT: MONTHLY: \_\_\_\_\_

QUARTERLY: X

END OF CONTRACT: \_\_\_\_\_

OTHER (EXPLAIN) \_\_\_\_\_

10. ARE EXPENDITURE REPORTS DUE TO GRANTOR? YES \_\_\_ NO X  
ARE THEY MONTHLY \_\_\_ QUARTERLY \_\_\_ END OF CONTRACT \_\_\_

LIST DATES REPORTS ARE DUE: \_\_\_\_\_

\_\_\_\_\_

11. WILL THIS GRANT HAVE ANY SUB-GRANTEES? YES \_\_\_\_\_ NO X  
(IF SO PLEASE INCLUDE A COPY OF THE PROPOSAL THAT IS BEING SENT OUT FOR RFP'S)

12. IS THIS GRANT EXPECTED IN FUTURE YEARS? YES X NO \_\_\_\_\_  
EXPLAIN: \_\_\_\_\_

13. PLEASE PROVIDE A BRIEF DESCRIPTION WHICH WILL BE USED FOR THE BUDGET RESOLUTION: Provides a data base to advise workers and community of hazardous materials used in the workplace and monitors collection and awareness of this data

14. ARE BUDGET TRANSFERS PERMITTED WITHOUT GRANTOR APPROVAL? YES \_\_\_\_\_ NO X

DEPARTMENT HEAD:   
Signature

DATE: 9/18/2013

.....  
Departmental Use Only

DATE RECEIVED BY GRANTS DIVISION: 23 SEPT 2013 CAL

DATE RECEIVED BY BUDGET OFFICE: \_\_\_\_\_

REVIEWED:

DEPARTMENT OF HUMAN SERVICES, GRANTS DIVISION:

1.   
Signature

2. \_\_\_\_\_  
Signature

Revised: 9/22/03

Budget 101 Salaries and Wages \$ 10,798.00

TOTAL 10,798.00

*State of New Jersey***DEPARTMENT OF HEALTH**

CONSUMER, ENVIRONMENTAL AND OCCUPATIONAL HEALTH SERVICE  
PO BOX 369  
TRENTON, N.J. 08625-0369

[www.nj.gov/health](http://www.nj.gov/health)

CHRIS CHRISTIE  
*Governor*

KIM GUADAGNO  
*Lt. Governor*

MARY E. O'DOWD, M.P.H.  
*Commissioner*

August 28, 2013

Robert M. Damminger  
Freeholder Director  
Gloucester County  
2 South Broad Street, 3<sup>rd</sup> floor  
P.O. Box 337  
Woodbury, NJ 08096

Re: 92-2230-RTK-00

Dear Mr. Damminger:

The New Jersey Department of Health (NJDOH) has made funds available to the counties to develop and implement a County Right to Know Program. The amount of funding specified in the Letter of Agreement (LOA) for your county will be as follows:

For the last two quarters of calendar year 2013, July 1 – December 31, 2013, you will receive the amount of \$ 2,699.50 quarterly; for the first two quarters of 2014 your quarterly allocation will be \$ 2,699.50. The total distribution for the state fiscal year 2014 will be \$ 10,798.00.

If you have any questions, please contact Eva McGovern at (609) 984-2202.

Sincerely,

Joseph D. Eldridge, M.P.H.  
Director  
Consumer, Environmental & Occupational  
Health Service

c: Tamarisk Jones – Director of Health, Senior, and Disability Services  
Karen Christina – Fiscal Officer  
William Jaeger – Grants Manager



**State of New Jersey**  
**DEPARTMENT OF HEALTH**

PO BOX 360  
 TRENTON, N.J. 08625-0360

[www.nj.gov/health](http://www.nj.gov/health)

CHRIS CHRISTIE  
*Governor*

KIM GUADAGNO  
*Lt. Governor*

MARY E. O'DOWD, M.P.H.  
*Commissioner*

**FAX ROUTING SLIP**

<b>TO</b>		
Name of Recipient <b>Karen Christina</b>		Telephone No. of Recipient
Organization and Address		
<b>FROM</b>		
Name of Sender <b>Eva McGovern</b>		Fax Number of Sender <b>(609) 984-7407</b>
Organization and Address  <b>New Jersey Department of Health                  Consultation/Outreach Unit                  P.O. Box 360                  Trenton, NJ 08625 - 0368</b>		Telephone Number of Sender <b>(609)-984-2202                  direct (609) 292-7216</b>
Comments		
<b>DOCUMENT TRANSMITTED</b>		
Transmitted To (Fax Number) <b>856-218-4109</b>	Total Number of Pages <b>2</b>	Date <b>9/18/13</b>

**CONFIDENTIALITY NOTICE**

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### GRANT REQUEST FORM

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DATE: 09/18/13

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         NEW GRANT  
  X   RENEWAL/CONTINUATION-PREVIOUS YR. BUDGET NUMBER 328

2. GRANT TITLE: County Right to Know Program

3. GRANT TERM: FROM: 7/01/13 TO: 06/30/14

4. COUNTY DEPARTMENT: HEALTH, SENIOR & DISABILITY SERVICE

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

6. NAME OF FUNDING AGENCY: NJ Dept of Health (NJ DOH)

7. BRIEF DESCRIPTION OF GRANT PROGRAM (TO BE USED FOR CLERK OF BOARD): To provide a data base to advise workers and community of hazardous materials used in the workplace and monitors collection and awareness of this data.

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NAME	AMOUNT	NAME	AMOUNT
<u>Jim Cromley</u>	<u>10,798.00</u>		

9. TOTAL SALARY CHARGED TO GRANT: \$ 10,798.00

10. INDIRECT COST (IC) RATE: 0.00 %

11. IC CHARGED TO GRANT \$ 0.00

12. FRINGE BENEFIT RATE CHARGED TO GRANT: N/A %

13. DATE APPLICATION DUE TO GRANTOR N/A

14. FINANCIAL:	<u>REQUESTED</u>	<u>MANDATED</u>
GRANT FUNDS	____10,798.00____	
CASH MATCH		_____ (Attach Documentation)
IN-KIND MATCH	_____	_____
TOTAL PROGRAM BUDGET: \$__10,798.00_____		

15. DID YOU READ THE GRANT/CONTRACT AND UNDERSTAND ITS TERMS?  
 YES  NO \_\_\_\_\_

16. HAS THE DESCRIPTION BEEN E-MAILED TO THE COUNTY GRANTS COORDINATOR, WHO WILL FORWARD IT TO THE CLERK OF THE BOARD. [lcerny@co.gloucester.nj.us](mailto:lcerny@co.gloucester.nj.us) Yes  No \_\_\_\_\_

DEPARTMENT HEAD: \_\_\_\_\_  
 Signature

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

-----  
**Departmental Use Only**

DATE RECEIVED BY GRANTS DIVISION: \_\_\_\_\_

DATE RECEIVED BY BUDGET OFFICE: \_\_\_\_\_

REVIEWED:

DEPARTMENT OF HUMAN SERVICES, GRANTS DIVISION:

1. \_\_\_\_\_  
 Signature

2. \_\_\_\_\_  
 Signature

Revised: 9/22/03  
 101 Salaries 10,798.00

11

### BUDGET AMENDMENT FORM

INCLUDE GRANT AGREEMENT AND/OR COMMITMENT LETTER, ATTACH (AMENDED) BUDGET PAGE WITH COUNTY BUDGET EXPENEDITURE EXPLANATIONS (C-2 FORM) AND CODE NUMBER (PER BUDGET MANUAL).

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2. DEPARTMENT: Health , Senior & Disability Services

3. GRANT ID NUMBER: STATE: 92-2230-RTK-00

FEDERAL: \_\_\_\_\_

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(Attach mandated documentation)

B. IN-KIND MATCH: \_\_\_\_\_

C. MODIFICATION AMOUNT: \_\_\_\_\_

D. NEW TOTAL: \$10,798

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REIMBURSEMENT: MONTHLY: \_\_\_\_\_

QUARTERLY: X

END OF CONTRACT: \_\_\_\_\_

OTHER (EXPLAIN) \_\_\_\_\_

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\_\_\_\_\_

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(IF SO PLEASE INCLUDE A COPY OF THE PROPOSAL THAT IS BEING SENT OUT FOR RFP'S)

12. IS THIS GRANT EXPECTED IN FUTURE YEARS? YES X NO \_\_\_\_\_  
EXPLAIN: \_\_\_\_\_

13. PLEASE PROVIDE A BRIEF DESCRIPTION WHICH WILL BE USED FOR THE BUDGET RESOLUTION: Provides a data base to advice workers and community of hazardous materials used in the workplace and monitors collection and awareness of this data

14. ARE BUDGET TRANSFERS PERMITTED WITHOUT GRANTOR APPROVAL?  
YES \_\_\_\_\_ NO X

DEPARTMENT HEAD: \_\_\_\_\_  
Signature

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

.....  
**Departmental Use Only**

DATE RECEIVED BY GRANTS DIVISION: \_\_\_\_\_

DATE RECEIVED BY BUDGET OFFICE: \_\_\_\_\_

REVIEWED:

DEPARTMENT OF HUMAN SERVICES, GRANTS DIVISION:

1. \_\_\_\_\_ )  
Signature

2. \_\_\_\_\_  
Signature

Revised: 9/22/03

Budget 101 Salaries and Wages \$ 10,798.00

TOTAL 10,798.00

**RESOLUTION TO ACQUIRE A DEVELOPMENT EASEMENT ON THE FARM PROPERTY OF JOHN ANGELO CAVALLARO, LOCATED IN THE TOWNSHIP OF LOGAN, KNOWN AS BLOCK 801, LOT 32, CONSISTING OF APPROXIMATELY 38.4 ACRES, FOR THE AMOUNT OF \$353,280.00**

**WHEREAS**, the Gloucester County Agriculture Development Board (hereinafter the "Board") was previously established by the Board of Chosen Freeholders of the County of Gloucester (hereinafter the "County") under and pursuant to the Agriculture Retention and Development Act, N.J.S.A. 4:1C-11, et seq., (hereinafter the "Act"), and the regulations promulgated thereunder at N.J.A.C. 2:76-5 et seq., (hereinafter the "Regulations"); and

**WHEREAS**, **John Angelo Cavallaro**, having presented himself as the owner of the land and premises located in the **Township of Logan** (hereinafter the "Township"), **and known as Block 801, Lot 32, on the Official Tax Map of the Township (hereinafter collectively the "Property")**, which consists of approximately 38.4 acres; and made application to the County seeking to have the County purchase a development easement in the Property; and

**WHEREAS**, **John Angelo Cavallaro**, as the owner of the Property, has indicated a willingness to execute a conditional Agreement of Sale to grant to the County a development easement in the Property, and to otherwise fully comply with the provisions of the Act and the Regulations which govern such an easement; and

**WHEREAS**, such a development easement would ensure that the Property remains permanently preserved, and restricted to agriculture uses only, which has been determined to be for the public good; and

**WHEREAS**, the Property has been determined to qualify for the purchase of said easement under and pursuant to both the Act and Regulations, as well as the guidelines promulgated by the County as part of its Farmland Preservation Program; and

**WHEREAS**, the County would be providing the funds through its Farmland Preservation Program for the purchase of the said development easement in the Property in the amount of **\$353,280.00**, which is the total purchase price for same; and

**WHEREAS**, a Certificate of Availability of Funds has been issued by the County certifying that sufficient funds for this purchase of a development easement has been appropriated; and

**WHEREAS**, the Purchasing Agent for the County has certified the availability of funds in the amount of **\$353,280.00**, pursuant to CAF# 13-08909 which amount shall be charged against County budget line item T-03-08-509-372-20548; and

**WHEREAS**, the execution of a conditional Agreement of Sale by the County to purchase a development easement in the Property has been determined to be in the best interests of the County, for the public good, and in furtherance of the purposes of the Act and Regulations.

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

1. The County be, and the same hereby is, authorized to acquire a development easement in the farm premises owned by **John Angelo Cavallaro**, known as **Block 801, Lot 32**, in the Township of Logan, County of Gloucester, State of New Jersey for the amount of **\$353,280.00**.
2. The conditional Agreement of Sale attached hereto, and made a part hereof, between the County and **John Angelo Cavallaro**, in regard to the County's purchase of a development easement in the farm premises known as **Block 801, Lot 32**, in the Township of Logan, County of Gloucester, State of New Jersey, be, and the same hereby is, approved; and the signing of same by the Freeholder Director or his designee, and the Clerk of the Board, is authorized and directed.
3. The Freeholder Director or his designee, and the Clerk of the Board, be, and the same hereby are, authorized to execute any other documents necessary to complete this transaction.

4. The appropriate County representatives, including County Counsel, and any Assistant County Counsel, be, and the same hereby are, authorized to sign any and all documents necessary to complete closing of this transaction.

**ADOPTED** at the regular meeting of the Gloucester County Board of Chosen Freeholders held on Wednesday, October 16, 2013, at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT N. DILELLA, CLERK**

G1

CONTRACT TO SELL DEVELOPMENT EASEMENT

\*\*\*\*\*

JOHN ANGELO CAVALLARO

TO

THE COUNTY OF GLOUCESTER

\*\*\*\*\*

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**WITNESSETH:**

**WHEREAS**, Buyer is a body politic and corporate of the State of New Jersey which believes that the permanent preservation of lands devoted to agricultural use is in the public interest and benefits the citizens of Gloucester County and that the purchase of development rights to accomplish the preservation of said land is a worthwhile and prudent expenditure of public funds; and

**WHEREAS**, Buyer has promoted and funded the Gloucester County Farmland Preservation Program (hereinafter, the "Program"), which program makes monies available for the purchase of development rights and credits to properties in agricultural use in order to permanently restrict said properties to such use; and

**WHEREAS**, Seller has represented that it is the exclusive owner of the real property described in the Transaction Summary; and

**WHEREAS**, Seller is committed to the continued agricultural use of the Property and wishes to permanently preserve and restrict the Property to agricultural use for itself and Seller's heirs, executors, administrators, successors and assigns and for the public good; and

**WHEREAS**, Seller has applied to the Gloucester County Agriculture Development Board ("GCADB") to participate in the Program through the sale of the development rights to the Buyer; and

**WHEREAS**, Buyer may elect to accomplish this purchase in a manner that will give Buyer the opportunity to apply to the State Agriculture Development Committee (hereinafter, the "SADC") pursuant to the Agriculture Retention and Development Act, N.J.S.A. 4:1C-11 et seq. (hereinafter, the "Act") and the regulations adopted pursuant thereto or other State or other funding source in order to either secure supplemental funds to make this purchase or to recover a portion of the cost of this purchase; and

**WHEREAS**, Buyer has offered to purchase the development rights and credits and a development easement from the Property from Seller on certain conditions and Seller, by execution hereof, has accepted Buyer's offer; and

**WHEREAS**, Seller and Buyer wish to permanently preserve and restrict the Property to agricultural use for and in consideration of payment to be made by the Buyer in accordance with the terms and conditions stated in this agreement, each

agreeing that said permanent preservation shall occur and be effective upon Seller's execution of a deed of easement conveying the nonagricultural development rights and credits to the Property and a development easement to the Buyer;

**NOW, THEREFORE,** in consideration of the foregoing and of the benefits accruing to each, the parties agree to the following:

**1.0. Definitions.**

**"Agricultural use"** means the use of land for common farmsite activities including, but not limited to, production, harvesting, storage, grading, packaging, processing and the wholesale and retail marketing of crops, plants, animals and other related commodities and the use and application of techniques and methods of soil preparation and management, fertilization, weed, disease and pest control, disposal of farm waste, irrigation, drainage and water management and grazing and related activities.

**"Application processing costs"** means the costs incurred by Buyer in processing Seller's Application and Offer to Sell a Development Easement. Said costs include the cost of obtaining appraisals, a survey, title work and obtaining a letter of nonapplicability pursuant to the Industrial Site Recovery Act or Environmental Clean-up Responsibility Act.

**"Assumed Gross Acreage"** means the size of the Property, in acres, as reported to the Buyer by Seller in Seller's Application or as otherwise reported in the official tax map.

**"Closing"** means the date on which all conditions to the making of this purchase by Buyer have been satisfied; the Seller delivers the Deed to Buyer and buyer delivers the consideration to Seller.

**"Commitment Period"** means the period of time starting on the Effective Date and ending on the date stated in the Transaction Summary.

**"Consideration"** means the sum that is due to Seller as payment for Seller's execution and delivery of a Deed of Easement.

**"Development Credit"** means an instrument of development potential representative of the number of dwelling units or other designated development opportunities attributed or which might be attributed, currently or in the future, to the Property by a transfer-of-development-rights ordinance.

**"Development Easement"** means an interest in land, less than fee simple absolute title thereto, allowing the owner to develop land for any nonagricultural purposes allowed by law.

**"Development Rights"** means the right to develop the Property in any way other than in accordance with the Deed of Easement to be executed by Seller.

**"Effective Date"** of this agreement shall be the sixth (6<sup>th</sup>) day following the day that both parties have executed this agreement.

**"Hazardous Substance"** means any substance, chemical or waste that is listed as hazardous, toxic or dangerous under any Federal or New Jersey law or regulation.

**"IRS"** means the Internal Revenue Service.

**"Like-Kind Exchange"** means a transaction structured with the intention of satisfying the conditions and requirements of section 1031(a)(1) of the Internal Revenue Code and the rules and regulations applicable thereto.

**"Non-County Funds"** means monies from any of the following: (a) the Municipality in which the Property is located; (b) the SADC; (c) the State Transfer of Development Rights Bank; or, (d) any other public or private entity which provides funds for the purpose of preserving agricultural lands.

**"Nonagricultural Development Rights"**: See Definition for Development Rights above.

**2.0. BUYER'S AND SELLER'S COMMITMENTS.** In accordance and compliance with the terms and conditions of this agreement, Seller agrees to sell and Buyer agrees to buy the Nonagricultural Development Rights and Development Credits appurtenant to the Property and a Development Easement in the Property. Seller agrees to execute a Deed of Easement making said conveyance to Buyer. Seller's commitment to sell and Buyer's commitment to purchase shall expire at the end of the Commitment Period, unless the parties agree otherwise.

**2.1 FORM OF DEED.** Attachment A hereto is the Deed of Easement form currently required to be used by the SADC. Seller agrees to sign a Deed of Easement containing the terms, conditions and restrictions which are contained in Attachment A, or such other modified Deed of Easement form that may be required by a provider of Non-County Funds which (a) has committed to provide all or a

portion of monies to be paid to Seller hereunder or (b) is a potential source of reimbursement of funds expended by Buyer to make this purchase. Seller shall not be required to sign an easement document which contains restrictions on use of the Property that are materially and substantially more burdensome than those contained in Attachment A.

**2.2. DOCUMENTS REQUIRED FOR SALE FROM SELLER.** At or prior to closing, Seller shall deliver a Deed of Easement, affidavits of title acceptable to County Counsel, and any other documentation required by Buyer, a Buyers title insurer. If Seller is a corporation or partnership, Seller shall provide appropriate resolutions or other documents authorizing this sale and execution of the Deed of Easement, and all appropriate documents by proper corporate officers or partners. Seller shall also deliver an incumbency certificate for the officer(s) signing the Deed; and all corporate or partnership documents that may be required by Buyer's title company. On delivery of this agreement, Seller shall also provide copies of Seller's formation documents, and reasonably satisfactory evidence that Seller has been duly organized and is validly subsisting.

**2.2.1 DOCUMENTS REQUIRED FOR SALE FROM BUYER.** At or prior to closing, Buyer shall deliver the following to Seller:

(a) The County's Resolution authorizing the purchase hereunder.

**2.3. SELLER'S CONDITIONAL.** During the Commitment Period Seller shall be entitled to rescind, cancel or terminate this Agreement. Subject to paragraph 4.2, and any other term or condition of this agreement, the Seller shall have the right to terminate this agreement if Buyer fails to close on or before the last day of the Commitment Period and such failure is not attributable to conduct of the Seller. If Seller elects to terminate, this agreement shall be null and void and the parties shall have no further rights or obligations hereunder.

**2.4. LIKE KIND EXCHANGE.** Seller may elect to accomplish this sale as part of a like-kind exchange transaction. Seller shall be solely responsible for selecting the exchange property and negotiating its purchase as well as for the preparation of all documents, forms and filings with respect to accomplishing such a transaction. Such an election shall not relieve or modify Seller's responsibility to perform pursuant to this agreement. The foregoing notwithstanding, nothing shall obligate Buyer to participate in a proposed like-kind exchange if any of the Buyer's advisors (attorneys, bond counsel, auditors or

accountants) counsel against Buyer's participation.

**2.5. LIKE KIND EXCHANGE ELECTION.** The Seller shall have sixty (60) days from the Effective Date of this agreement to investigate its interest in consummating this sale as part of a like-kind exchange. In the event that Seller fails to advise Buyer in writing by said date of Seller's desire the sales price shall be paid in accordance with the Buyer's policy concerning payment for farmland easement purchases. Seller shall also be obligated to report on the Property that Seller has identified for a like-kind exchange transaction within this said period.

**2.6. SELLER'S COSTS TO PERFORM.** Seller shall be responsible for retaining and compensating Seller's own expert advisors (including, but not limited to, attorneys, accountants and tax advisors) with respect to all matters pertaining to this transaction. Seller shall provide Buyer with the name, address and telephone number of each of Seller's advisors.

**2.7. NOTICE OF BUYER DISCLAIMER OF RESPONSIBILITY AND LIABILITY.** In paragraphs 2.7.1 and 2.7.2 Buyer is placing full responsibility on Seller to learn about and understand the tax consequences of this sale transaction. Seller is required to rely exclusively on Seller's advisers. Seller is not entitled to rely on the statements or opinions of Buyer, or Buyer's representatives.

**2.7.1. NO ASSURANCES AS TO TAX CONSEQUENCES.** Regardless of any statements or representations made by Buyer, or by representatives or consultants or contractors of Buyer, whether contemporaneous with or prior or subsequent to the parties' execution of this agreement, Buyer makes no assurances, promises or representations that the Internal Revenue Service, the State of New Jersey or any other agency or entity having the right or power to review the tax consequences of the sale contemplated by this agreement will consider and approve, acknowledge or accept the sale by Seller pursuant to this agreement as a transaction which entitles Seller to defer capital gains taxes or other taxes which might be due as a result of the sale contemplated herein.

**2.7.2. NO RELIANCE ON BUYER.** Seller shall not be entitled to rely on the opinions of Buyer, its staff, agents or employees or Buyer's advisors -- including Buyer's tax, legal and financial consultants -- with respect to any potential benefits that Seller might realize as a result of this transaction or as a result of Buyer's payment of the purchase price (or any part thereof) on an installment basis. Seller hereby acknowledges and agrees that Seller and Seller's successors, administrators, personal and

legal representatives and assigns shall have no claim against the Buyer, its officers, agents, servants and contractors for any damages or otherwise in the event that the tax consequences of this transaction are not as Seller expects.

**2.8. SELLER'S TITLE AND RIGHT OF ACCESS.** Responsibility for establishing Seller's title to the Property and Seller's legal right to access to it from a public road, including resolving any issues to Buyer's satisfaction, shall be Seller's. At closing Seller's title shall be marketable and insurable by the title insurance firm of Buyer's choice and Seller's right of access to the Property shall be established to the satisfaction of Buyer's legal counsel. A marketable title is one which is insurable by any title company authorized to do business in the State of New Jersey at regular rates.

If a defect in title is found in any portion of the Property, Seller shall make a good faith effort to resolve the defect. If the defect cannot be resolved, Buyer has the right to not accept that portion of the Property that cannot be delivered with good and marketable title. If Buyer does not accept any portion of the Property due to a defect in title, Seller will not be responsible for any costs associated with that portion of the Property.

**2.8.1. SUBORDINATION OF CLAIMS.** Unless the Transaction Summary in this agreement provides that a portion of the sales price is to be applied for the payment of encumbrances on, or claims against, the Property or Seller, Buyer shall not be required to pay more at closing than is reported in the said Transaction Summary. In the event there are any outstanding mortgage liens, tax obligations or any other encumbrances or claims against the Property or which might be asserted against the Property which will not be cancelled at or prior to closing, Buyer's performance pursuant to this agreement shall be contingent on the consent of all mortgagees and all other claimants against the Property to subordinate their claims to the Deed of Easement to be executed by Seller. The subordination shall be acceptable in all respects to Buyer, and to any provider of non-County funds.

**2.9. SELLER'S COVENANTS AS TO USE.** Seller's execution of this agreement shall constitute a certification and covenant to Buyer that no use of or on the Property that is not "agricultural" as defined in paragraph 1.0 has commenced since the time that Seller filed the application to sell a development easement to the Buyer. Seller further covenants, warrants and agrees that no new use of the Property that is not within the meaning of an "agricultural use" as defined in paragraph 1.0 shall be

commenced.

**2.10. SELLER'S ACTIONS PRIOR TO CLOSING.** Seller promises, covenants and agrees to take no action with respect to the Property that is detrimental to the Property's ability or capability of being put to agricultural use -- including, but not limited to, removing soil, rocks or any other earthen materials from the Property or allowing regulated wetlands conditions to develop -- unless the practice is a component of a soil conservation plan approved by the Natural Resource Conservation Service ("NRCS").

**2.11. SELLER'S COMMITMENT TO COOPERATE.** Seller promises, covenants and agrees to cooperate with Buyer and the Provider of non-County funds in processing, reviewing and considering all matters pertaining to the Buyer's application, regardless of whether the Provider of non-County funds is solicited by the Buyer prior or subsequent to purchasing an easement from Seller pursuant to this agreement. Seller agrees to sign such documents or forms which may be reasonably required by Buyer, and to provide access to the Property for inspection in order for Buyer to qualify for such funds. The commitment in this paragraph shall survive closing.

**2.12. ASSIGNMENT OF RIGHT OF OFFER TO SELL.** Seller acknowledges that a Provider of Non-County funds may require that the owner of Property interested in selling the development rights for the purpose of farmland preservation make an offer to sell said rights for a specified per-acre amount. Seller hereby agrees that until such time as Seller conveys an easement to Buyer pursuant to this agreement Buyer, as contract purchaser, shall have the right to make the offer to sell the development rights to the Property to the provider of said funds and Seller hereby assigns said right to Buyer. Seller further agrees to cooperate with Buyer in satisfying requirements of said provider for offers of sale. The amount offered by Buyer to sell shall have no effect on the purchase price to be paid pursuant to this agreement.

**2.13. HAZARDOUS SUBSTANCES ON THE PROPERTY.** By execution of this agreement, Seller certifies and warrants to Buyer the following:

- a. Seller has no knowledge that the Property was ever used for the manufacture, refining, transportation, treatment, storage, handling or disposing of hazardous substances or toxic wastes of any nature other than in connection with use that was in accordance with commonly accepted agricultural practices.

- b. Seller has not placed any hazardous waste or hazardous substances on or under the Property, except in accordance with commonly accepted agricultural practices.
- c. Seller has no knowledge that hazardous substances were ever spilled on or buried in the Property.
- d. To Seller's knowledge there is neither an operating nor a closed landfill on the Property.
- e. To Seller's knowledge there are no hazardous waste or hazardous substances on or under the Property other than that used in connection with agricultural use of the Property in accordance with commonly accepted agricultural practices.
- f. Only those tanks described on Attachment C hereto are located on the Property.
- g. To the best of Seller's knowledge, none of the tanks containing fuel or hazardous substance on the Property are leaking and all comply with current governmental regulations pertaining thereto.

Any exception(s) to the foregoing certifications shall be declared in writing by Seller, which document shall be attached to and incorporated in this agreement.

**2.13.1. INDUSTRIAL SITE RECOVERY ACT/ENVIRONMENTAL CLEANUP RESPONSIBILITY ACT.** Unless Buyer waives the requirement, this agreement is contingent upon Buyer's receipt of a letter of nonapplicability from the New Jersey Department of Environmental Protection ("DEP") stating that the Property is not subject to the Industrial Site Recovery Act, N.J.S.A. 13:1K-6 et seq. Seller agrees to cooperate in Buyer's application to the DEP. Buyer shall be responsible for the cost of said application.

**2.14. SEPTIC SYSTEM USE.** In the event that the Property is serviced by a septic system, Seller hereby promises, certifies, represents and warrants that only structures located on the Property are connected to or utilize the system.

**2.15. CONDEMNATION PROCEEDINGS.** Seller affirms and declares that no entity having the right to institute condemnation proceedings has done so as to all or any portion of the Property.

**2.16. EXCLUSIVE AGREEMENT.** Seller affirms and certifies that no other agreement to sell all or any part of the Property or any interest in the Property to any other person, whether oral or written, has been made or executed and Seller has given no person an option to purchase all or any part of the Property or any interest in the Property.

**2.17. NO LITIGATION OR VIOLATIONS PENDING.** Seller hereby warrants and certifies that there are no judgments or proceedings pending in any court or before any governmental or regulatory board or agency which affect or may affect the Property. Seller further warrants and certifies that Seller has received no notice of violation of any statute, ordinance, rule, regulation or insurance requirement which has not been corrected, and Seller has no knowledge of any such violation.

**3.0. COMPENSATION TO SELLER.** In consideration of Seller's execution and delivery of a Deed of Easement conveying the Nonagricultural Development Rights and Development Credits and an easement to the Buyer, and execution and delivery of such other documents as Buyer deems necessary, Buyer shall pay Seller the per-acre amount stated in the Transaction Summary of this agreement. The estimated sales price stated in the Transaction Summary is based on the assumption that the Property to be subject to the easement is the size stated thereon. The actual amount of the purchase price shall be computed on the actual acreage determined by a survey of the Property obtained by the Buyer (see paragraph 5.0), subject to deductions and adjustments described in paragraph 3.1.

**3.1. COMPUTATION OF PURCHASE PRICE.** Computation of the payment to be made to Seller pursuant to paragraph 3.0 shall take into account any Residential Dwelling Site Opportunities ("RDSO") or Land Exceptions stated in the Transaction Summary. For purposes of computing the sum payable to Seller the number which is four times the per-acre value shall be deducted from the sum otherwise due Seller for each RDSO. The deduction for excepted acreage shall be the number which is the per-acre value attributed to the acreage of the land to be excepted.

In addition, computation of the sum payable shall be subject to the following terms and conditions:

- a. The acreage which will be restricted by the Deed of Easement shall not include acreage for (i) rights-of-way (or provision for constructing, widening or improving rights-of-way) along any Federal, State, County or Municipal roads which abut the Property;

(ii) facilities for the drainage of storm, ground or surface waters or improvements thereto required for the safety of the roads which abut the Property, as determined by the Buyer; (iii) improvements to road intersections which Buyer, the State or Municipality has identified as necessary and (iv) potential improvements to bridges or dams which abut the Property.

b. Computation of the amount payable shall not include acreage attributable to water bodies which are on the Property, or along a Property boundary.

c. The acreage on which payment will be based shall not include acreage of any portion of the Property which the Buyer's title insurer is unwilling to insure.

d. Buyer may elect to exclude from the acreage amount any or all portions of the Property to which Seller is unable to establish a legal right of access to the Buyer's satisfaction.

**3.2. PAYMENT OF PURCHASE PRICE.** Buyer shall pay the Purchase Price in accordance with the following:

a. The Seller shall be entitled to payment of the amount stated in the Transaction Summary of this agreement at closing, subject to any deductions and adjustments as provided in this agreement.

**3.3. EASEMENT EFFECTIVE AT CLOSING.** All restrictions on use of the Property imposed by the Deed of Easement shall be effective on closing. Seller and all persons who succeed to Seller's interest in the Property shall be obligated to comply with all terms and conditions of the Deed of Easement.

**4.0. TITLE INSURANCE.** The Buyer agrees to be responsible for the cost to insure Buyer's interest in the Property. Seller agrees to cooperate with the Buyer's title company and insurer, and to execute such documents as may be required to confirm Seller's title. The agreement of Buyer's title company to insure Buyer's interest in the Property shall be a precondition to closing.

**4.1. EVIDENCE OF SELLER'S TITLE.** Seller shall use its best efforts to provide Buyer with copies of any documents which evidence or confirm Seller's title to the Property which include, but are not limited to, copies of "marked up" title commitments and policies of title insurance. Said documents shall be

provided within ten (10) days of the Effective Date of this agreement.

**4.2. ACTIONS NECESSARY TO PROVE SELLER'S TITLE.** The parties agree that Buyer has no responsibility whatsoever in taking any action needed to confirm or establish Seller's title. Buyer's title company shall not be liable for researching Seller's title beyond sixty (60) years prior to the current year. If Buyer's title company is unwilling to insure title to all or any portion of the Property on the basis of such a search, responsibility for establishing Seller's good title, and the costs incurred to do so, shall be on Seller.

**4.3. EXTENSION OF COMMITMENT PERIOD.** Seller and Buyer agree that the Commitment Period defined in the Transaction Summary of this agreement shall be extended for up to forty five (45) days if Buyer's title company encounters difficulty in confirming Seller's title to all or any portion of the Property.

**4.4. ENCUMBRANCES ON TITLE/PROPERTY'S SIZE.** The Buyer's offer to buy is made on the basis of its knowledge about the Property at the time this agreement is executed, including that the Property is the Assumed Acreage in size. The Buyer shall have the right to cancel this agreement, or to issue a new offer, in the event that the Property's size is not at least ninety percent (90%) of the Assumed Acreage, or is in some way significantly different from what was appraised, or if Seller's title is subject to restrictions on use, or to an easement which Buyer believes impacts on the value of the Property's development rights, or on the public need to make this purchase.

**4.5. SELLER'S PERFORMANCE REQUIRED NOTWITHSTANDING TITLE DISPUTE.** Seller shall not be relieved from performance notwithstanding Seller's dispute with the determination of Buyer's title company and/or surveyor about the size of the Property owned by Seller. Buyer may elect, but is not required, to (a) extend the time for closing if Seller desires to establish Seller's good title to such portion of the Property deemed not insurable by the Buyer's title company or (b) complete the purchase for that portion of the Property that has been determined by Buyer's title company to be insurable at regular rates.

**5.0. SURVEY OF PROPERTY.** Seller agrees that as a condition to making this purchase, Buyer shall be entitled to obtain a survey of the Property by the surveyor of Buyer's choice, and at Buyer's expense. Seller agrees to cooperate with the surveyor in all respects. Execution of this agreement shall constitute Seller's authorization to Buyer's surveyors to enter upon the Property as

necessary to complete the survey. Seller shall not be relieved from performance notwithstanding Seller's dispute with the determination of Buyer's surveyor about the boundaries of the Property. Seller shall be responsible for providing Buyer with a copy of any survey of the Property in Seller's possession within ten (10) days of the Effective Date.

**6.0. INSPECTIONS OF THE PROPERTY.** Representatives of the Buyer, the County of Gloucester, the GCADS, or the SADC, shall have the right to inspect the Property at any time prior to closing. In addition, Representatives of the Buyer, the County of Gloucester, the GCADB, or the SADC shall have the right to inspect the Property following Seller's execution of the Deed of Easement for the purpose of verifying that Seller is not in violation of any of the terms and conditions of this agreement or of the Deed of Easement. Absent special need therefor, all inspections shall be conducted during daylight hours and on twenty four (24) hours' advance notice to Seller.

**7.0. RISK OF LOSS.** Risk of loss or damage to the Property by fire or other cause prior to closing shall be and is assumed by the Seller. At its sole discretion the Buyer may elect to cancel this agreement or limit the area of the Property subject to this agreement in the event that the Property is substantially damaged or the potential for agricultural use of the Property is substantially impaired as a result of any occurrence between the date of this agreement and closing. Seller is required to advise the Buyer of any occurrence which results in loss of or damage to the Property or the impairment of the Property's availability or usability for agricultural purposes.

**7.1. CONDITION OF THE PROPERTY.** Seller hereby represents, warrants and certifies to Buyer that the Property is substantially and materially in the condition it was when Seller applied to the Program, and that Seller knows of no existing circumstance or condition which may impair agricultural use of the Property following closing.

**8.0. INDEMNIFICATION OF BUYER FOR HAZARDOUS CONDITION OF THE PROPERTY.** Seller hereby indemnifies and holds Buyer harmless from and against any and all claims which may be made by any parties that are involved in this transaction, judgments awarded, penalties assessed or orders entered, which now exist or which may subsequently exist of or pertaining to the discharge of hazardous substances from or onto the Property which discharges were determined to have occurred during Seller's period of ownership. Buyer's acceptance of a Deed of Easement from Seller conveying to Buyer the Nonagricultural Development Rights and

Credits and an easement to the Property and Buyer's payment to Seller therefor shall not constitute nor be deemed to be an assumption of liability for any hazardous substances on or discharges from the Property, regardless of whether said discharge occurred or occurs prior or subsequent to closing.

**8.1. INDEMNIFICATION OF BUYER FOR USE OF THE PROPERTY.** Seller hereby indemnifies and holds Buyer harmless from and against any and all claims which may be made, judgments awarded, penalties assessed or orders entered pertaining to (a) Seller's failure to comply with the terms and conditions of the Deed of Easement or (b) Seller's use of the Property in accordance with the Deed of Easement. Buyer's acceptance of the Deed of Easement shall not constitute an assumption of liability or responsibility for any damages or losses sustained by any person or entity as a result of Seller's use of the Property -- whether or not in conformity with the Deed of Easement.

**8.2. INDEMNIFICATION OF SELLER.** Buyer agrees to indemnify and hold Seller harmless against any and all claims, demands, damages, costs and expenses, including reasonable attorney's fees, for the defense of such claims and demands arising from the conduct of Buyer, its agents, employees, invitees, or licensees in connection with any of their activities in or about the Property. Seller shall promptly notify Buyer of the commencement of any claim, demand, action or proceeding.

**9.0 REDUCTION OF PROPERTY'S VALUE.** Seller acknowledges Seller's understanding that execution of the Deed of Easement and conveyance of the Property's nonagricultural Development Rights and Credits and an easement to Buyer may reduce the value of the Property. Seller agrees that acceptance of Buyer's payment to it, computed in accordance with paragraphs 3 and 3.1, shall constitute full and complete consideration for Seller's execution of the Deed of Easement. Seller acknowledges and agrees that Seller shall have no further claim for compensation for any loss in value of the Property that may occur subsequent to closing which may be attributable to this sale.

**10.0. USE OF PROPERTY AFTER SALE.** Neither Buyer nor Seller makes any warranty to the other that economic market conditions will continue to make agricultural use of the Property a viable or profitable choice. Seller understands, acknowledges and agrees that Seller's sale of the Property's Nonagricultural Development Rights and Credits and an easement to Buyer shall permanently and forever restrict the Property to agricultural use regardless of whether Seller or any other person is subsequently able to make profitable use of the Property so restricted and that Seller

shall have no claim for additional compensation from Buyer notwithstanding any inability to put or retain the Property for agricultural use.

**10.1. NO RELIEF FROM RESTRICTIONS.** No law, rule or regulation, whether Federal, State or local, shall relieve Seller or Seller's successors, heirs, assigns, personal or legal representatives or subsequent owners of the Property of the restrictions on the Property imposed by the Deed of Easement, provided however that nothing contained herein shall require the Buyer, their heirs and assigns to actively engage in agricultural use of the Property.

**11. DEFAULT BY SELLER.** Violation of any term or condition of this agreement by Seller shall constitute a default. "Default" includes, but is not limited to, the following actions by Seller:

(a) Seller advises Buyer that Seller does not intend to sell the Property's Nonagricultural Development Rights, Credits and an easement to Buyer.

(b) Seller violates or fails to comply with any material term of this agreement and fails to cure said default within five (5) days of the date of Buyer's demand upon Seller to do so. If Seller asserts that more than five (5) days are needed to cure a default, Seller shall so advise Buyer in writing and request such additional period as Seller believes necessary. Buyer shall agree to said additional period if the period to cure proposed by Seller is objectively reasonable; in no case, however, shall Seller be relieved from performance pursuant to this agreement if the period to cure extends beyond the Commitment Period.

(c) Seller fails to execute and deliver a Deed of Easement and all required supporting documentation on the date of closing scheduled in accordance with the terms of this agreement. Supporting documentation includes, but is not limited to, affidavit(s) of title acceptable to Buyer, and mortgage subordination agreements.

(d) Seller or any person acting on Seller's behalf has made a misrepresentation of material fact in the application or in or through any other written or oral communication with Buyer concerning the Property.

(e) Seller commences a nonagricultural use on the

Property.

(f) Seller fails to cooperate with Buyer, Buyer's title company, surveyor or Provider or potential provider of non-County funds in accomplishing this sale transaction.

**12. BUYER'S RIGHTS ON SELLER'S DEFAULT.** In the event that Seller defaults in any term, covenant, requirement or condition of this agreement, Buyer shall have the right to declare Seller in default, and take any of the following actions:

- a. sue for specific performance;
- b. cancel the agreement;
- c. require the Seller to pay Buyer all of the Application Processing Costs it has incurred after the date of this Agreement;
- d. require that Seller restore the Property to the condition it was in prior to the time that nonagricultural use activity commenced subsequent to the submissions of the Seller's application;
- e. reduce the amount payable pursuant to paragraph 3.0 by four times the easement value for each day and for each acre or part of any acre that soil or other earthen material is removed from the Property in violation of paragraph 2.11; and
- f. require Seller to replace soil removed from the Property in violation of paragraph 2.11 with topsoil approved as to quality by the NRCS.

**13. ENFORCEMENT OF AGREEMENT AND EASEMENT.** Buyer and Seller shall each have the right to enforce the terms of this agreement and the restrictions to be imposed on the Property contemplated by this agreement by any lawful means available. The parties hereby agree and consent to the jurisdiction of the Superior Court of New Jersey, Gloucester County vicinage, in any action brought by Buyer or Seller to enforce the terms of this agreement or the terms and conditions of the Deed of Easement.

**14. ASSIGNMENT OF AGREEMENT/TRANSFER OF PROPERTY.** Seller may not sell, transfer or convey the Property, in whole or in part, to any person unless the purchaser, transferee or assignee agrees to comply with and perform in accordance with the terms of this

agreement. Seller shall be responsible for providing a writing acceptable to Buyer in which Seller's transferee or assignee agrees to comply with and be bound by the terms of this agreement. Seller may not assign this agreement without the approval of the Buyer, which approval shall not be unreasonably withheld.

**15. REVIEW OF AGREEMENT BY SELLER'S ATTORNEY.** Seller may submit this agreement to an attorney for review. In the event that Seller fails to submit this agreement to an attorney for review, or if Seller's attorney neither disapproves nor requests modification to this agreement within five (5) business days of Seller's execution hereof, Seller shall be bound hereby. Seller shall be responsible for the cost of any attorney retained to represent or counsel Seller with respect to this matter.

**16. COMPLETE AGREEMENT.** This agreement is the entire and only agreement between Buyer and Seller and no other statements, promises or communications, whether written or oral, shall be effective to modify or supersede this agreement or any term herein. This agreement can only be changed by a writing signed by both Buyer and Seller.

**17. LOCATION OF CLOSING.** Closing shall be conducted at the offices of Gloucester County, or such other place specified by Buyer.

**18. TIME FOR CLOSING.** Buyer shall notify Seller when all preconditions to consummation of this sale have been satisfied, and Buyer is ready to schedule closing. Buyer and Seller shall establish a date for closing which is acceptable to both parties.

**18.1. DELAY IN CLOSING BY SELLER.** Seller's inability (except for objectively reasonable reasons) or unwillingness to close on the date for closing scheduled pursuant to paragraph 18, or failure to cooperate in scheduling a date for closing, shall constitute a breach of this agreement entitling Buyer to the remedies therefor set forth in paragraph 12.

**19. NO COLLUSION.** Seller hereby affirms that neither Seller nor any person on Seller's behalf has made or agreed to make any valuable gift, whether in the form of service, loan, thing or promise, to Buyer or to any employees, servants or agents of Buyer for the purpose of influencing Buyer to make this purchase. In the event that Seller's affirmation herein is untrue, Buyer shall have all rights on default described above as well as any other right that might be available to it under New Jersey law.

**20. NOTICES.** All notices to each party shall be made in writing delivered personally or by first-class, postage prepaid mailed to the other party at the addresses stated in the Transaction Summary in this agreement.

**21. SURVIVABILITY OF COVENANTS.** All covenants and agreements made by Seller in this Agreement are binding on Seller and on Seller's agents, attorneys-in-fact, heirs, administrators, executors, personal and legal representatives, successors and assigns and shall survive closing for the applicable statute of limitations period, measured from Buyer's discovery of a claim for Seller's violation of a covenant or agreement made herein. Buyer shall be entitled to record this agreement, or a Notice reporting the existence of this agreement.

**22. WAIVER OF BREACH.** The waiver of a breach of any provision of this agreement by Buyer or Buyer's failure to insist upon strict compliance with any term, covenant or conditions hereof shall not operate or be construed as a waiver of any subsequent breach. Delay in or failure of Buyer to declare Seller in breach of this agreement shall not operate or be construed as a waiver thereof.

**23. GOVERNING LAW.** This agreement shall be governed by and construed in accordance with New Jersey law, and shall be subject to the requirements of all applicable laws and regulations adopted by State or Federal Non-County Funding Sources. If any provision of this agreement shall be or become invalid under any law, such invalidity shall not affect the validity or enforceability of any other provision hereof.

**24. PERSONS BOUND.** This agreement shall be binding on the parties and on their heirs, executors, administrators, personal or legal representatives, successors and assigns.

**25. SELLER ENTITY.** If Seller is a corporation or other business entity Seller warrants and certifies that it is duly formed and validly existing under New Jersey law. Seller has the full power, right and authority to enter into this agreement, to perform its obligations under this agreement, and to execute and deliver all documents required to be executed and delivered by Seller under this agreement. The person signing this agreement on behalf of Seller has the requisite power and authority to execute and deliver this agreement in the name of Seller and to create a binding obligation of Seller. Upon request, Seller shall deliver to Buyer such evidence and documentation as Buyer may reasonably require in order to verify the truth of the statements made in this Paragraph.

**26. COUNTERPARTS.** This agreement may be signed in any number of counterparts, each of which shall be an original and all of which taken together shall constitute a single agreement, with the same effect as if the signatures thereto and hereto were upon the same instrument.

**27. CAPTIONS.** The captions contained in this agreement are for the convenience of the parties and do not in any way modify, amplify or give full notice of any of the provisions of this agreement.

**28. NUMBER AND GENDER.** For purposes of this agreement, the masculine shall be deemed to include the feminine and the neuter, and the singular shall be deemed to include the plural, and the plural the singular, as the context may require.

**IN WITNESS WHEREOF,** and intending to be legally bound hereby, the Seller has caused this agreement to be executed. If Seller, whether in whole or in part, is other than a natural person, the making and execution of this agreement has been properly authorized and effected.

**IN FURTHER WITNESS WHEREOF,** and intending to be legally bound thereby, the Buyer has caused this agreement to be executed by its duly authorized agents.

**SELLER:**

**BUYER:**

**COUNTY OF GLOUCESTER**

BY: \_\_\_\_\_  
**JOHN ANGELO CAVALLARO**

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

\_\_\_\_\_  
Social Security Number



**CONTRACT TO SELL NONAGRICULTURAL DEVELOPMENT RIGHTS,  
DEVELOPMENT CREDITS AND A DEVELOPMENT EASEMENT**

**ATTACHMENT C - FUEL TANK DISCLOSURE**

We hereby certify that only the fuel tanks described below are located on, over or under the property which is the subject of this agreement of sale:

**Tank No. 1:**

Location:

Contents:

Purpose (use):

Age (in years):

**Tank No. 2:**

Location:

Contents:

Purpose (use):

Age (in years):

**Tank No. 3:**

Location:

Contents:

Purpose (use):

Age (in years):

**Use additional sheet(s) if more than three tanks are on the Property.**

All property owners must sign:

BY: \_\_\_\_\_  
JOHN ANGELO CAVALLARO

\_\_\_\_\_ Date



Current Zoning: R-5, Residential-Agriculture District	Requirements: 5 acre min.
Zoning 1/1/04: Not Applicable	Requirements: Not Applicable
Utilities: Electric, phone, gas, water and septic required	
Easements: None	
Improvements: Two story single family dwelling circa 1940's, concrete block equipment shed, chicken coop and other sheds	

**Reviewers Comments**

**This appraisal review/evaluation is done under authority of and in accordance with N.J.A.C 2:76 – 6.8.**

**Type of Farm:** Cropland

**Sale History (contracts, listings):** Similar ownership for at least 5 years.

**Zoning Explanation:** Single family residential with a 5 acre minimum density.

**Acreage used by the appraisers:** Susanne Curran used 37 acres net/gross and Albert Crosby used 36.5 acres net/gross.

**Trend for the immediate area**

Susanne Curran: Anticipated growth for the foreseeable future.

Albert Crosby: Agriculture and low density residential development.

**Marketing Time**

Susanne Curran: 12 – 18 months

Albert Crosby: None stated

**Highest and Best Use of the subject property**

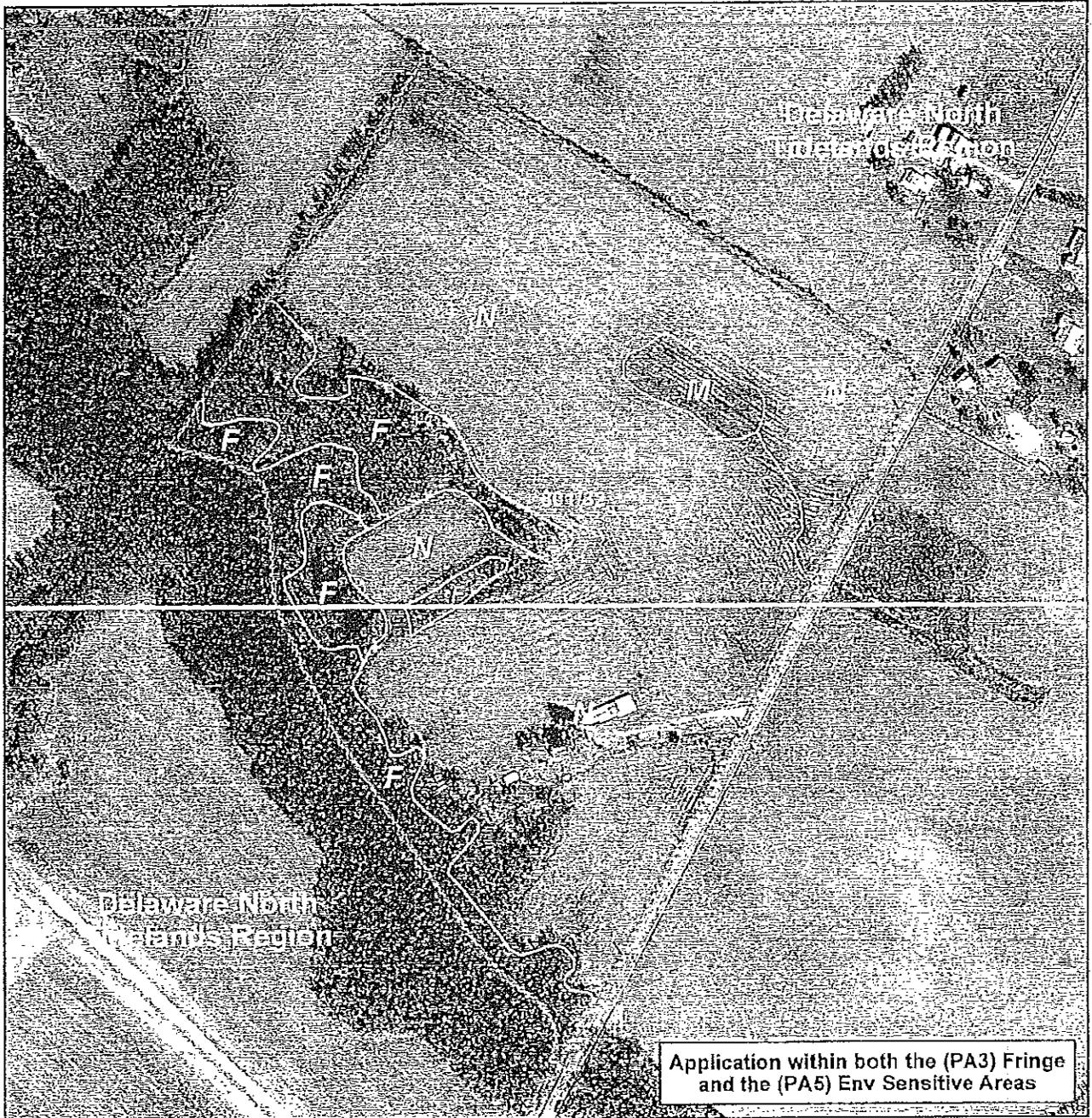
Susanne Curran: Continued agriculture and pursue low-density residential development at the maximum permitted density.

Albert Crosby: Continued agriculture with future residential development as it warrants.

**Hypothetical Conditions and/or Extraordinary Assumptions:** Analysis of the subject as though deed restricted is a hypothetical condition.

**Other Comments:** There is a small pond on site for irrigation. The Timber Creek runs along one of the property side lines.

# Wetlands



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## FARMLAND PRESERVATION PROGRAM NJ State Agriculture Development Committee

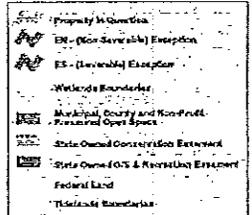
John Angelo Cavallaro  
Block 801 Lot 32 (36.6 ac)  
Gross Total = 36.6 ac  
Logan Twp., Gloucester County

250 125 0 250 500 Feet

**TIDELANDS DISCLAIMER:**  
The linear features depicted on this map were derived from the NJDEP's CD ROM series 1, volume 4, "Tidelands Claims Maps". These linear features are not an official NJDEP determination and should only be used as a general reference. Only NJDEP, Bureau of Tidelands Management can perform an official determination of Tidelands/Koranet claims.

**DISCLAIMER:** Any use of this product with respect to accuracy and precision shall be the sole responsibility of the user. The configuration and geo-referenced location of parcel polygons in this data layer are approximate and were developed primarily for planning purposes. The geospatial accuracy and precision of the GIS data contained in this file and map shall not be, nor are intended to be, relied upon in matters requiring delineation and location of true ground horizontal and/or vertical controls as would be obtained by an actual ground survey conducted by a licensed Professional Land Surveyor.

Application within both the (PA3) Fringe  
and the (PA5) Env Sensitive Areas



**Wetlands Legend:**  
F - Freshwater Wetlands  
L - Linear Wetlands  
M - Wetlands Modified for Agriculture  
Y - Tidal Wetlands  
N - Non-Wetlands  
B - 300' Buffer  
W - Water

**Sources:**  
NJDEP Freshwater Wetlands Data  
Green Acres Conservation Easement Data  
NJOTDGIS 2007/2008 DigitalWetlandsImagery

January 4, 2012

**Owner:** Cavallaro, John Angelo  
**Farm:** Cavallaro Farm

### Certification Report

Value based on zoning and environmental regulations in place as of current conditions

#### 1. Before Value

Appraiser	1. Susanne Curran	2. Albert Crosby
Highest and Best Use	Continued agriculture and pursue low-density residential development at the maximum permitted density	Continued agriculture with future residential development as it warrants
Direct Sales Comparison		
No. of Sales Used	3	5
Range of Sale Dates	10/09 – 1/12	1/07 – 3/10
Range of Unadjusted Sale Prices per Acre	\$12,880 - \$25,628	\$9,554 - \$31,947,000
Average price per acre - unadjusted	\$18,366	\$19,733
Range of Adjusted Sale Prices per Acre	\$12,540 - \$14,600	\$9,029 - \$15,984
Average Price per acre - adjusted	\$13,770	\$12,685
Estimated Value per acre	\$14,000	\$12,700
Total	\$518,000	\$460,000

#### Reviewer's Comments:

**Appraiser 1:** Appraiser used two sales from within the same county as the subject and one from Salem County. One sale was adjusted upward 20% for motivated sellers. Two sales were adjusted downward for market depreciation.

The Salem County sale was adjusted upward 20% for inferior location. Sales ranged in size from 30 acres to 100 acres. The largest was adjusted upward 20% for inferior (larger) size. Two sales were adjusted upward 5% for inferior road frontages. One sale was adjusted upward 5% for having an irregular shape. All sales were adjusted downward 5 to 15% for having less wetland/flood plains. One sale was adjusted downward 10% for superior soils. One sale was adjusted downward for having access to municipal water & sewer. One sale was adjusted upward 10% for an easement. Two sales were adjusted downward 25% for having sold only with approvals. All sales were adjusted downward 5 to 10% for inferior zoning density.

Cavallaro Farm SADC ID#08-0146-PG

was adjusted downward 10% for superior amounts farmland soils. Two sales were adjusted upward 10 to 15% for interior residential opportunities.

Cavallaro Farm SADC ID#08-0146-PG

The Appraiser makes net adjustments of +10%, -40% & -30%. Appraiser concludes a value \$14,000 per acre which is at or near the mean adjusted price per acre.

**Owner:** Cavallaro, John Angelo  
**Farm:** Cavallaro Farm

**Appraiser 2:** Appraiser used three sales from within the same municipality of the subject and two from Salem. All sales were adjusted downward for market depreciation.

Two sales were adjusted upward 10% for inferior locations. Sales ranged in size from 34 to 90 acres. Two of the largest sales were adjusted upward 5% for inferior (larger) size. Four sales were adjusted downward 5 to 10% for superior zoning densities. Two sales were adjusted downward 10% for less impact from wetlands/flood plain areas. Four sales were adjusted downward 10 to 20% for superior soils. Three sales were adjusted upward 10% for lack of municipal water and one sale was adjusted downward 10% for access to municipal sewers. Two sales were adjusted downward 25% for having sold only with approvals.

The Appraiser makes net adjustments of +5%, -35%, +5%, -50% & -5%. Appraiser concludes a value of \$12,700 per acre which is at or near the mean adjusted price per acre.

**Owner:** Cavallaro, John Angelo  
**Farm:** Cavallaro Farm

## 2. After Value

Appraiser	1. Susanne Curran	2. Albert Crosby
Highest and Best Use	Agricultural	Agricultural
Direct Sales Comparison		
No. of Sales Used	3	5
Range of Sale Dates	11/08 – 12/10	9/08 – 5/12
Range of Unadjusted Sale Prices per acre	\$3,211 - \$5,655	\$4,383 - \$5,655
Average price per acre – unadjusted	\$4,487	\$4,947
Range of Adjusted Sale Prices per acre	\$3,340 - \$4,570	\$4,061 - \$5,938
Average Price per acre - adjusted	\$3,887	\$4,946
Adjustments made for	Exception area, condition of sale, market depreciation, size, tillable acres, soils and irrigation	Tillable acres, soils, & residential opportunities
Estimated Value per acre	\$ 3,500	\$ 4,900
Total	\$130,000	\$179,000

### Reviewer's Comments:

**Appraiser 1:** Appraiser used three sales from within the same county as the subject. One sale was adjusted downward \$25,000 (15%) for having a severable exception area. One sale was adjusted downward 5% under condition of sale due to being an assemblage. Two sales were adjusted downward for market depreciation.

Sales ranged from 42 acres to 124 acres. The largest sale was adjusted downward 10% for superior size. One sale was adjusted downward 15% for superior tillable acres and one sale was adjusted upward 5% for inferior tillable acres. One sale was adjusted downward 5% for superior amounts farmland soils and one sale was adjusted downward 5% for inferior amounts. One sale was adjusted downward 5% for having irrigation.

The Appraiser makes net adjustments of +10%, -20% & +5%. Appraiser concludes a value of \$3,500 per acre which is at the mean adjusted price per.

**Appraiser 2:** Appraiser used four sales from within the same county as the subject and one sale from Salem County.

Sales ranged from 27 acres to 127 acres. No adjusted was made for size difference. Three sales were adjusted downward 5% each for having more tillable acres. One sale

**Owner:** Cavallaro, John Angelo  
**Farm:** Cavallaro Farm

The Appraiser makes net adjustments of 0%, 0%, +10%, -15% & +5%. Appraiser concludes a value of \$4,900 per acre which is at the mean adjusted price per.

**Owner:** Cavallaro, John Angelo

**Farm:** Cavallaro Farm

**Reviewer's Conclusions:**

In the course of a desk review **both** appraisals were found to be complete with adequate and relevant data including appropriate adjustments in accordance with the SADC Appraiser Handbook and N.J.A.C. 2:76-10. Both appraisers used suitable methods and techniques and reached reasonable opinions and conclusions.

Appraisers Fee Simple values are proximate with a spread of 9%.

Susanne Curran used one sale from 2009, one sale from 2011 and one sale from 2012. Appraiser adjusted one sale downward 12 to 20% per year for market depreciation up until mid 2011.

Albert Crosby used one sale from 2007, one sale from 2008, one sale from 2009 and two sales from 2010. Appraiser stated that he adjusted sales downward at a rate of 5 to 10% per year.

It is noted that Susanne Curran stated the subject does not have access to municipal water but Albert Crosby stated that it did and adjusted sales accordingly.

Appraisers do not use any sales in common.

Review will rely on both sets of data and analysis. A value of \$13,400 per acre would appear to be well supported based on zoning, environmental rules and State Law as of 7/1/12.

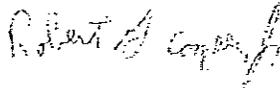
The Reviewer notes this value is based on an Extraordinary Assumption that all data that is being relied upon is correct.

The captioned appraisal reports address the values of development rights easement purchase from an unrestricted farm. The Before and After values in both reports are based solely on the direct comparison method.

I certify that, to the best of my knowledge and belief:

The review appraiser has made a desk review of the two appraisal reports on the subject property and did not inspect the subject or the comparables. - The facts and data reported by the review appraiser and used in the review process are true and correct. - The analyses, opinions and conclusions in this review report are limited only by the assumptions and limiting conditions stated in this review report, and are my personal, unbiased, professional analyses, opinions, and conclusions. - I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment. - My engagement in this assignment was not contingent upon developing or reporting predetermined results. - My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal. - My analyses, opinions, and conclusions were developed and this review report was prepared in conformity with the Uniform Standards of Professional Appraisal Practice. - No one provided significant professional assistance to the person signing this review report. - The final value recommendation of the reviewer is based on this review of all the information contained in the appraisal reports and any other pertinent data researched independently. I have not performed an appraisal or other services regarding this property in the past three years.

Based on the review appraiser's analysis staff recommends that the SADC certify the Development Easement Value of the Cavallaro property as of 7/1/12 for the amount of \$9,200/acre based on current zoning and environmental regulations in place. This is a certification of development easement value only and should not be construed as an approved development purchase easement.

 10/3/12

Robert G. Cooper, Jr.                      DATE  
Review Appraiser, SADC  
State Certified General  
License # RG01129

**Owner:** Cavallaro, John Angelo  
**Farm:** Cavallaro Farm

**Reviewer's Conclusions:**

In the course of a desk review both appraisals were found to be complete with adequate and relevant data including appropriate adjustments in accordance with the SADC Appraiser Handbook and N.J.A.C. 2:76-10. Both used suitable methods and techniques and reached reasonable opinions and conclusions.

Appraisers determined Fee Simple values have a spread difference of 29%.

Susanne Curran used one sale from 2008, one sale from 2009 and one sale from 2010. Appraiser adjusted sales downward for market depreciation at a rate of 1.36 to 2.22% per up until the end of 2010.

Albert Crosby used two sales from 2008, two sales from 2010 and one sales from 2012. Appraiser does not make any market depreciation or appreciation adjustments.

Susanne Curran adjusted one sale downward \$25,000 (15%) for having a severable exception area and no other residential opportunities but did not adjust another sale that had an existing dwelling and a severable exception area.

Albert Crosby used sales that ranged from 27 acres to 127 acres. In Reviewers opinion, the largest sale should have bee adjusted upward for inferior (larger) size since larger lots tend to sell for less per acre than smaller ones.

Appraisers used two sales in common with adjusted sales price differences of 18% and 23%. Main differences appear to be attributed to adjustments made for market depreciation, tillable acres and prime soils.

Review will rely on both sets of data and analysis. A value of \$4,200 per acre would appear to be well supportable based on zoning, environmental rules and State Law as of 7/1/12.

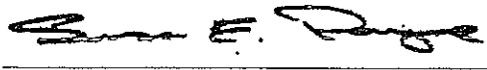
The Reviewer notes this value is based on an Extraordinary Assumption that all data that is being relied upon is correct.

18. Possession of any copy of this report does not carry with it the right of publication, nor may it be used for any purpose by anyone except the authorizing authority (Client), without the previous written consent of the Review Appraiser. It may only be revealed in its entirety.

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SADC CERTIFICATION

On November 8, 2012, the State Agriculture Development Committee certified the Development Easement value of the Cavallaro property as of 7/1/12 for the amount of \$9,200/acre based on current zoning and environmental regulations in place. This is a certification of development easement value only and should not be construed as an approved development easement purchase.

  
Executive Director, SADC      DATE 11/8/12

G1

COUNTY OF GLOUCESTER  
P. O. Box 337  
Woodbury, N. J. 08096

Certificate of Availability of Funds

TREASURER'S NO. 13-08909  
T- 03 - 0 8 - 509 - 372 - 20548

DATE October 3, 2013

BUDGET NUMBER - CURRENT YR \_\_\_\_\_ B \_\_\_\_\_ DEPARTMENT Land Preservation

AMOUNT OF CERTIFICATION \$353,280.00 COUNTY COUNSEL Emmett Primas, Esq.

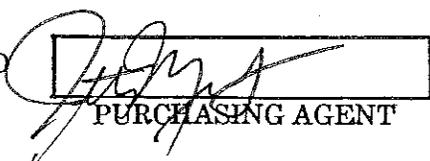
DESCRIPTION: 

Resolution to acquire a Development Easement on the farm property of John Angelo Cavallaro ) located in the Township of Logan known as Block 801, Lot 32 Consisting of approximately 38.4 acres, at \$9,200.00 per acre for the amount of \$353,280.00 for Farmland Preservation Program

VENDOR: Foundation Title, LLC

ADDRESS: 13000 Lincoln Drive West, Suite 201  
Marlton, NJ 08053

  
DEPARTMENT HEAD APPROVAL

APPROVED   
PURCHASING AGENT

RETURNED TO DEPARTMENT  
 NOT APPROVED

DATE PROCESSED 10-7-13

October 16, 2013  
Freeholder Meeting