

AGENDA

7:00 p.m. Wednesday, November 4, 2015

Call to order

Salute to the flag

Open Public Meetings Statement

Roll Call

Changes to the Agenda

Approval of the regular meeting minutes from October 21, 2015

P-1 Proclamation Honoring Gary M. Schwarz upon his retirement as Treasurer of Gloucester County (Damminger) (previously presented)

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

DEPARTMENT OF ADMINISTRATION

**DIRECTOR DAMMINGER
FREEHOLDER CHILA**

A-1 RESOLUTION PROVIDING FOR THE INSERTION OF SPECIAL ITEMS OF REVENUE INTO THE 2015 BUDGET PURSUANT TO N.J.S.A. 40A:4-87.

- DUI CHECKPOINT SATURATION PATROL GRANT - \$130,000.00 - This grant provides funding to conduct various DUI sobriety checkpoints and saturation patrols throughout Gloucester County. Selected municipalities are reimbursed officer overtime allowing for sobriety checkpoints and patrols. The objective of this grant is to reduce the percentage of impaired driving related fatal crashes, reduce injuries and property damage.
- HOUSING PRESERVATION GRANT - \$25,000.00 - These funds will be utilized for owner occupied rehabilitation activities that benefit individuals/households with income below the 50% of the area median income. It is estimated that five homes will be rehabilitated with these funds.
- CHILD PASSENGER SAFETY SEAT PROGRAM - \$12,000.00 - These funds are to be used to supplement the Gloucester County Sheriff's Office operating budget to educate parents and caregivers on proper child safety seat installation. Funds are used to purchase car seats and provide salary reimbursement to officers performing safety seat checks and demonstrations.
- FY15 HOMELAND SECURITY GRANT - \$100,000.00 - This grant will enhance the County's ability to prevent, protect against, respond to and recover from acts of terrorism, disasters and emergencies.

A-2 RESOLUTION AUTHORIZING THE CANCELLATION OF VARIOUS IMPROVEMENT AUTHORIZATIONS.

This Resolution is cancelling prior year unappropriated improvement authorization balances that remain in various accounts. The projects associated with these balances have been completed and these unused balances need to be formally cancelled to close out the projects remaining on the county records.

A-3 RESOLUTION AUTHORIZING AND CONFIRMING SETTLEMENT OF STATE TAX COURT TAX APPEAL.

This Resolution authorizes settlement of Phoenix Display & Packaging Corp. v. West Deptford, Docket Numbers 004092-2014, 000929-2015, in state tax appeals filed by Michael A. Hazen, Esq. of Janata, Lacap Associates contesting the assessment on the subject property known as Block 349, Lot 6.02; and the parties, through legal counsel and assessors and/or certified real estate appraisers engaged by the tax payer and the County, have reached a negotiated resolution of the complaints, settling outstanding claims pursuant to N.J.S.A. 54:1-99, N.J.A.C. 18:17A-8.1.

A-4 RESOLUTION FOR THE RENEWAL OF MEMBERSHIP IN THE NEW JERSEY COUNTIES JOINT INSURANCE FUND.

A number of local public entities in the State of New Jersey have joined together to form a Joint Insurance Fund as permitted by Chapter 372 Laws of 1983 (40A:10-36). Gloucester County is a member of the New Jersey Counties Excess Joint Insurance Fund which membership terminates December 31, 2015. This Resolution authorizes renewal of the membership into the Fund.

A-5 RESOLUTION AMENDING A CONTRACT WITH CIVIL SOLUTIONS IN AN AMOUNT NOT TO EXCEED \$4,130.00 RESULTING IN A NEW CONTRACT AMOUNT NOT TO EXCEED \$217,214.09.

This Resolution authorizes an amendment to the contract with Civil Solutions – A Division of Adams, Rehman and Heggan Associates, for the provision of engineering services for Tax Map Maintenance and updates for all 24 taxing districts within the County as per specification in RFP #014-052 from January 1, 2015 to December 31, 2015. The Tax Assessing Department in conjunction with the Vendor have determined that additional GIS Software and system upgrade support is necessary for complete tax map maintenance. The revised contract shall not exceed contract amount of \$217,214.09. CAF# 15-08843 has been certified to obtain funds.

A-6 RESOLUTION AUTHORIZING A SHARED SERVICES AGREEMENT WITH THE BOARD OF EDUCATION OF THE SPECIAL SERVICES SCHOOL DISTRICT AND THE VOCATIONAL SCHOOL DISTRICT OF THE COUNTY OF GLOUCESTER FOR THE SERVICES OF A QUALIFIED PURCHASING AGENT.

This Resolution authorizes a Shared Services Agreement with the Board of Education of the Special Services School District and the Vocational School District of the County of Gloucester for the services of Peter Mercanti as the District’s Qualified Purchasing Agent for a period of ten years.

A-7 RESOLUTION AUTHORIZING A SHARED SERVICES AGREEMENT WITH WASHINGTON TOWNSHIP FOR THE USE OF EQUIPMENT.

This Resolution authorizes a Shared Services Agreement with Washington Township for the use of dump trucks on an as needed basis for municipal leaf collection for a period of two months at a cost of \$338.00 per truck per day.

A-8 RESOLUTION IN SUPPORT OF THE GATEWAY PROJECT.

The governments of the states of New Jersey and New York must work together with the federal government to assign a lead entity to shepherd the Gateway Trans-Hudson Tunnel project, and determine the funding strategy to design and build the project with all haste and expediency.

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

**FREEHOLDER CHILA
FREEHOLDER SIMMONS**

B-1 RESOLUTION AUTHORIZING THE ACCEPTANCE OF THE FFY 2015 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, 2015 TO AUGUST 31, 2018.

The Homeland Security Grant Program is a primary funding source for building and sustaining national preparedness capabilities. Homeland Security funding will enhance the County’s ability to prevent, detect, deter, respond to, and recover from threats and acts of terrorism.

**DEPARTMENT OF ECONOMIC DEVELOPMENT
& PUBLIC WORKS**

**FREEHOLDER SIMMONS
FREEHOLDER CHRISTY**

DEPARTMENT OF EDUCATION

**FREEHOLDER BARNES
FREEHOLDER JEFFERSON**

**DEPARTMENT OF PARKS &
LAND PRESERVATION**

**FREEHOLDER DIMARCO
FREEHOLDER CHILA**

E-1 RESOLUTION AUTHORIZING PURCHASE OF PLAYGROUND EQUIPMENT FROM GAME TIME C/O MARTURANO RECREATION CO. (MRC) FOR SCOTLAND RUN PARK UNDER STATE CONTRACT #A81411 FOR \$40,001.99.

This Resolution authorizes the purchase of Game Time playground equipment from Marturano Recreation Co. (MRC), Spring Lake NJ, for Scotland Run Park per Quote #117457. This purchase is being made through New Jersey State Contract #A81411 with MRC as distributor. The purchase price is \$40,001.99. CAF #15-08818 has been obtained to certify funds.

E-2 RESOLUTION AUTHORIZING AN AMENDED AGREEMENT WITH THE STATE OF NEW JERSEY TO ACCEPT AN ADDITIONAL \$1,100,000.00 INTO THE GLOUCESTER COUNTY PLANNING INCENTIVE GRANT PROGRAM.

This Resolution is required in order for Gloucester County to receive \$1,100,000.00 in State matching funds for its Open Space Preservation Program from the New Jersey Green Acres Program. In order to secure this reimbursement the Board of Chosen Freeholders is required to approve this Resolution authorizing an amendment to the County's Planning Incentive Grant Agreement with Green Acres. The amendment recognizes this \$1,100,000.00 in additional funding, bringing the total amount of the County's Project Agreement with Green Acres to \$19,450,000.00 since the Agreement was first authorized in September 2000. The amendment also requires an update to the County's Recreation and Open Space Inventory, which has already been completed and shows the County's total amount of preserved open space at more than 3,209 acres. This Agreement will replace the previous Project Agreement and all subsequent amendments.

DEPARTMENT OF BUILDINGS & GOVERNMENT SERVICES

**FREEHOLDER CHRISTY
FREEHOLDER DIMARCO**

F-1 RESOLUTION AUTHORIZING A CONTRACT WITH DEFENSE EQUIPMENT SUPPLY & ASSOCIATES, LLC FOR THE PURCHASE OF ONE RAPISCAN 620XR CONVEYORIZED SECURITY X-RAY SCANNER AND ONE 618XR COMPACT X-RAY SYSTEM IN THE TOTAL AMOUNT OF \$45,800.00.

This Resolution authorizes the purchase, delivery and installation of one (1) Rapiscan 620XR Conveyorized Security X-Ray Scanner and one (1) 618XR Compact X-Ray System for the Gloucester County Sheriff's Department, as set forth in the bid specifications PD# 15-043. The contract is for the amount of \$24,800.00 for the Rapiscan 620XR Conveyorized Security X-Ray Scanner and \$21,000.00 for the 618XR Compact X-Ray System, for a total amount of \$45,800.00. CAF # 15-08938 has been certified to obtain funds.

F-2 RESOLUTION AUTHORIZING EXECUTION OF USE AND HOLD HARMLESS AGREEMENT WITH THE BOROUGH OF GLASSBORO.

The Borough of Glassboro Police Department submitted a request to use certain areas of the Department of Corrections, more particularly the gymnasium for line formations in riot gear for training services and the training room for sit down instructors on mental health.

DEPARTMENT OF HEALTH & HUMAN SERVICES

**FREEHOLDER JEFFERSON
FREEHOLDER BARNES**

G-1 RESOLUTION AUTHORIZING THE FREEHOLDER DIRECTOR TO EXECUTE THE CONSOLIDATED PLAN FORMS TO THE U.S. DEPARTMENT OF HOUSING & URBAN DEVELOPMENT FOR RENEWAL SERVICES.

This Resolution authorizes the Freeholder Director to sign the HUD Certification of Consistency with the Consolidated Plan as it relates to the 2015 SNJCoC (Southern NJ Continuum of Care) application. These funds will provide housing and supportive services for individuals that are homeless in Camden, Cape May, Cumberland and Gloucester Counties as per the MOU that was signed on August 1, 2013. The total request is for \$4,160,656.00 and 37 projects.

Old Business

New Business

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

Adjournment

MINUTES

7:00 p.m. Wednesday, October 21, 2015

Call to order

Salute to the flag

Open Public Meetings Statement

Roll Call

	Present	Absent
Chila	X	
Barnes	X	
Christy	X	
DiMarco	X	
Simmons	X	
Jefferson	X	
Damminger	X	

Changes to the Agenda: B-4 dollar amount is \$21,742.30 not \$21,741.30.

Approval of the regular meeting minutes from October 7, 2015 and closed session minutes from September 16, 2015.

	Motion	Second	Yes	No	Abstain
Chila	X		X		
Barnes			X		
Christy			X		
DiMarco			X		
Simmons		X	X		
Jefferson			X		
Damminger			X		

Comments: N/A

49480 Proclamation recognizing Zallie's Shoprite of West Deptford, Gibbstown & Glassboro for their outstanding efforts in embracing the Americans Disabilities Act on its 25th Anniversary of ADA (Jefferson) (was presented)

49481 Proclamation recognizing Northland Group, Inc of West Deptford for their outstanding efforts in embracing the Americans Disabilities Act on its 25th Anniversary of ADA (Jefferson) (was presented)

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

OPEN

	Motion	Second	Yes	No	Abstain
Chila	X		X		
Barnes			X		
Christy			X		
DiMarco			X		
Simmons		X	X		
Jefferson			X		
Damminger			X		

Comments: _____

CLOSE

	Motion	Second	Yes	No	Abstain
Chila	X		X		
Barnes			X		
Christy			X		
DiMarco			X		
Simmons		X	X		
Jefferson			X		
Damminger			X		

Comments: N/A

DEPARTMENT OF ADMINISTRATION

DIRECTOR DAMMINGER
FREEHOLDER CHILA

49482 RESOLUTION AUTHORIZING APPROVAL OF THE BILL LISTS FOR THE MONTH OF OCTOBER 2015.

	Motion	Second	Yes	No	Abstain
Chila	X		X		
Barnes			X		15-07765
Christy			X		
DiMarco			X		
Simmons		X	X		15-08048, 15-05057, 15-07896
Jefferson			X		
Damminger			X		

Comments: N/A

49483 RESOLUTION PROVIDING FOR THE INSERTION OF SPECIAL ITEMS OF REVENUE INTO THE 2015 BUDGET PURSUANT TO N.J.S.A. 40A:4-87.

	Motion	Second	Yes	No	Abstain
Chila	X		X		
Barnes			X		
Christy			X		
DiMarco			X		
Simmons		X	X		
Jefferson			X		
Damminger			X		

Comments: N/A

49484 RESOLUTION AUTHORIZING THE CANCELLATION OF CERTAIN UNCASHED CHECKS AND TRANSFERRING THE ASSOCIATED FUNDS INTO MISCELLANEOUS REVENUE.

	Motion	Second	Yes	No	Abstain
Chila	X		X		
Barnes			X		
Christy			X		
DiMarco			X		
Simmons		X	X		
Jefferson			X		
Damminger			X		

Comments: N/A

49485 RESOLUTION APPOINTING A MEMBER TO THE WORKFORCE INVESTMENT BOARD.

	Motion	Second	Yes	No	Abstain
Chila	X		X		
Barnes			X		
Christy			X		
DiMarco			X		
Simmons		X	X		
Jefferson			X		
Damminger			X		

Comments: N/A

49486 RESOLUTION REAPPOINTING MEMBERS TO THE ROWAN COLLEGE AT GLOUCESTER COUNTY BOARD OF TRUSTEES.

	Motion	Second	Yes	No	Abstain
Chila	X		X		
Barnes			X		
Christy			X		
DiMarco			X		
Simmons					X
Jefferson		X	X		
Damminger			X		

Comments: N/A

49487 RESOLUTION AUTHORIZING THE ACCEPTANCE AND RATIFICATION OF A COLLECTIVE BARGAINING AGREEMENT WITH THE PBA #122 (POLICEMEN'S BENEVOLENT ASSOCIATION), EXCLUSIVE MAJORITY REPRESENTATIVE FOR THE INVESTIGATORS/DETECTIVES OF THE GLOUCESTER COUNTY PROSECUTOR'S OFFICE, AND THE COUNTY OF GLOUCESTER BOARD OF CHOSEN FREEHOLDERS AND THE PROSECUTOR OF GLOUCESTER COUNTY, FROM JANUARY 1, 2015 TO DECEMBER 31, 2019.

	Motion	Second	Yes	No	Abstain
Chila	X		X		
Barnes			X		
Christy			X		
DiMarco			X		
Simmons		X	X		
Jefferson			X		
Damminger			X		

Comments: N/A

49488 RESOLUTION AUTHORIZING THE ACCEPTANCE AND RATIFICATION OF A COLLECTIVE BARGAINING AGREEMENT WITH THE TEAMSTERS #331, REPRESENTING THE SOCIAL SERVICES SUPERVISORS AND CHILD SUPPORT COORDINATORS OF THE GLOUCESTER COUNTY DIVISION OF SOCIAL SERVICES, AND THE COUNTY OF GLOUCESTER BOARD OF CHOSEN FREEHOLDERS, FROM JANUARY 1, 2015 TO DECEMBER 31, 2019.

	Motion	Second	Yes	No	Abstain
Chila	X		X		
Barnes			X		
Christy			X		
DiMarco			X		
Simmons		X	X		
Jefferson			X		
Damminger			X		

Comments: N/A

49489 RESOLUTION AUTHORIZING A CONTRACT WITH COMMUNITY CHAMPIONS CORPORATION FOR A COUNTY-WIDE REGISTRATION PROGRAM FOR ABANDONED PROPERTIES FROM NOVEMBER 1, 2015 TO OCTOBER 31, 2016.

	Motion	Second	Yes	No	Abstain
Chila	X		X		
Barnes			X		
Christy			X		
DiMarco			X		
Simmons		X	X		
Jefferson			X		
Damminger			X		

Comments: N/A

49490 RESOLUTION AUTHORIZING A CONTRACT WITH AVAYA COMMUNICATIONS FROM NOVEMBER 1, 2015 TO OCTOBER 31, 2016 THROUGH STATE CONTRACT #A80802 FOR \$101,161.32.

	Motion	Second	Yes	No	Abstain
Chila	X		X		
Barnes			X		
Christy			X		
DiMarco			X		
Simmons		X	X		
Jefferson			X		
Damminger			X		

Comments: N/A

49491 RESOLUTION ENDORSING AND SUPPORTING TRANSFER OF BLOCK 598, LOT 19 FROM THE STATE OF NEW JERSEY TO THE CITY OF MILLVILLE OR ITS DESIGNEE.

	Motion	Second	Yes	No	Abstain
Chila	X		X		
Barnes			X		
Christy			X		
DiMarco			X		
Simmons		X	X		
Jefferson			X		
Damminger			X		

Comments: N/A

DEPARTMENT OF PUBLIC SAFETY,
VETERANS AFFAIRS & ELECTIONS

FREEHOLDER CHILA
FREEHOLDER SIMMONS

49492 RESOLUTION AUTHORIZING THE EXECUTION OF THE DELAWARE RIVER REGIONAL COALITION OPERATIONS CHARTER.

	Motion	Second	Yes	No	Abstain
Chila	X		X		
Barnes			X		
Christy			X		
DiMarco			X		
Simmons		X	X		
Jefferson			X		
Damminger			X		

Comments: N/A

49493 RESOLUTION AUTHORIZING AGREEMENT WITH VARIOUS POLICE DEPARTMENTS, FIRE DEPARTMENTS AND BASIC LIFE SUPPORT SERVICES (EMS) ENTITIES FOR A FIVE YEAR PERIOD.

	Motion	Second	Yes	No	Abstain
Chila	X		X		
Barnes			X		
Christy			X		
DiMarco			X		
Simmons		X	X		
Jefferson			X		
Damminger			X		

Comments: N/A

49494 RESOLUTION AUTHORIZING A CONTRACT WITH VERIZON WIRELESS THROUGH STATE CONTRACT #A82583, FROM NOVEMBER 1, 2015 TO OCTOBER 31, 2016, IN AN AMOUNT NOT TO EXCEED \$75,000.00.

	Motion	Second	Yes	No	Abstain
Chila	X		X		
Barnes			X		
Christy			X		
DiMarco			X		
Simmons		X	X		
Jefferson			X		
Damminger			X		

Comments: N/A

49495 RESOLUTION AUTHORIZING A CONTRACT WITH GEN-EL SAFETY & INDUSTRIAL PRODUCTS, LLC THROUGH STATE CONTRACT #A85088 AND STATE CONTRACT #A85086, FOR A TOTAL CONTRACT AMOUNT OF \$21,741.30.

	Motion	Second	Yes	No	Abstain
Chila	X		X		
Barnes			X		
Christy			X		
DiMarco			X		
Simmons		X	X		
Jefferson			X		
Damminger			X		

Comments: N/A

DEPARTMENT OF ECONOMIC DEVELOPMENT & PUBLIC WORKS

**FREEHOLDER SIMMONS
FREEHOLDER CHRISTY**

49496 RESOLUTION AUTHORIZING AN AMENDMENT TO THE CONTRACT WITH THE U.S. DEPARTMENT OF AGRICULTURE EXTENDING THE USDA HOUSING PRESERVATION GRANT PROGRAM THROUGH MAY 8, 2016.

	Motion	Second	Yes	No	Abstain
Chila			X		
Barnes			X		
Christy		X	X		
DiMarco			X		
Simmons	X		X		
Jefferson			X		
Damminger			X		

Comments: N/A

DEPARTMENT OF EDUCATION

**FREEHOLDER BARNES
FREEHOLDER JEFFERSON**

**DEPARTMENT OF PARKS &
LAND PRESERVATION**

**FREEHOLDER DIMARCO
FREEHOLDER CHILA**

49497 RESOLUTION AUTHORIZING A PURCHASE FROM LAWN AND GOLF SUPPLY COMPANY, INC. FOR \$26,998.00.

	Motion	Second	Yes	No	Abstain
Chila		X	X		
Barnes			X		
Christy			X		
DiMarco	X		X		
Simmons			X		
Jefferson			X		
Damminger			X		

Comments: N/A

49498 RESOLUTION AUTHORIZING A SHARED SERVICES AGREEMENT BETWEEN THE COUNTY AND MANTUA FOR THE MAINTENANCE OF TALL PINES NATURE PRESERVE.

	Motion	Second	Yes	No	Abstain
Chila		X	X		
Barnes			X		
Christy			X		
DiMarco	X		X		
Simmons			X		
Jefferson			X		
Damminger			X		

Comments: N/A

**DEPARTMENT OF BUILDINGS &
GOVERNMENT SERVICES**

**FREEHOLDER CHRISTY
FREEHOLDER DIMARCO**

49499 RESOLUTION EXTENDING THE CONTRACT WITH U.S. LUMBER, INC., FROM NOVEMBER 6, 2015 TO NOVEMBER 5, 2016 IN AN AMOUNT NOT TO EXCEED \$80,000.00

	Motion	Second	Yes	No	Abstain
Chila			X		
Barnes			X		
Christy	X		X		
DiMarco		X	X		
Simmons			X		
Jefferson			X		
Damminger			X		

Comments: N/A

49500 RESOLUTION AUTHORIZING A CONTRACT WITH CORE MECHANICAL, INC., FROM NOVEMBER 1, 2015 TO OCTOBER 31, 2017 IN AN AMOUNT NOT TO EXCEED \$500,000.00 PER YEAR.

	Motion	Second	Yes	No	Abstain
Chila			X		
Barnes	X		X		
Christy					X
DiMarco		X	X		
Simmons			X		
Jefferson			X		
Damminger			X		

Comments: N/A

49501 RESOLUTION IN SUPPORT OF THE GLOUCESTER COUNTY MINORITY RECRUITMENT ADVISORY COMMITTEE TO INCREASE THE DIVERSITY OF LAW ENFORCEMENT AGENCIES IN GLOUCESTER COUNTY.

	Motion	Second	Yes	No	Abstain
Chila			X		
Barnes			X		
Christy	X		X		
DiMarco		X	X		
Simmons			X		
Jefferson			X		
Damminger			X		

Comments: N/A

**DEPARTMENT OF HEALTH &
HUMAN SERVICES**

**FREEHOLDER JEFFERSON
FREEHOLDER BARNES**

49502 RESOLUTION AUTHORIZING A TWO (2) YEAR EXTENSION TO THE CONTRACT WITH COLLINS TRANSPORTATION, LLC, FROM NOVEMBER 7, 2015 TO NOVEMBER 6, 2017, IN AN AMOUNT NOT TO EXCEED \$37,500.00 PER YEAR.

	Motion	Second	Yes	No	Abstain
Chila			X		
Barnes		X	X		
Christy			X		
DiMarco			X		
Simmons			X		
Jefferson	X		X		
Damminger			X		

Comments: N/A

Old Business

New Business

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

OPEN

	Motion	Second	Yes	No	Abstain
Chila	X		X		
Barnes			X		
Christy			X		
DiMarco			X		
Simmons		X	X		
Jefferson			X		
Damminger			X		

Comments: Lee Lucas of Gibbstown regarding resolution number 49489 (foreclosure resolution) and how it works. Explained by Director Damminger, Freeholder Barnes and Administrator Bruner, Jen Cavellaro of Woolwich commented on traffic safety concerns on Oldmans Creek Road and looking for direction to advance improvements.

CLOSE

	Motion	Second	Yes	No	Abstain
Chila	X		X		
Barnes			X		
Christy			X		
DiMarco			X		
Simmons		X	X		
Jefferson			X		
Damminger			X		

Comments: N/A

Adjournment 7:26 p.m.

	Motion	Second	Yes	No	Abstain
Chila	X		X		
Barnes			X		
Christy			X		
DiMarco			X		
Simmons		X	X		
Jefferson			X		
Damminger			X		

Comments: N/A

Gloucester County

Board of Chosen Freeholders
Proclamation

~ In Honor of ~
Gary M. Schwarz
Upon His Retirement
As Treasurer of Gloucester County

WHEREAS, the Gloucester County Board of Chosen Freeholders would like to honor and recognize the accomplishments and contributions of Gary M. Schwarz during his 30 years of service with Gloucester County; and

WHEREAS, Gary M. Schwarz first joined Gloucester County in May of 1985 as Gloucester County's Fiscal Officer, was promoted to Chief Budget officer in 1987, Deputy Treasurer in 1992 and served in that position until being promoted to County Treasurer-Chief Financial Officer in 2007; and

WHEREAS, during his service as Treasurer/Chief Finance Officer, Gary consistently demonstrated unequalled knowledge, professionalism, and honest, competent stewardship of Gloucester County's budget and finances, distinguishing himself by making crucial contributions to the progress of the County of Gloucester, her residents and corporate citizens; and

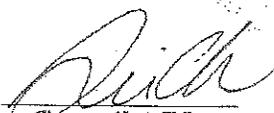
WHEREAS, Gary has made significant and lasting contributions to the betterment of Gloucester County through his financial management of the County's Capital Investment Program, expansion of Rowan University at Gloucester County, Gloucester County Special Services Schools, and the Gloucester County Institute of Technology. Gary also played a crucial role in the growth of the Department of Emergency Management, Emergency Medical Services, and the transition to county-based assessment of real property. Gary best demonstrated his leadership and professionalism by providing reliable, yet innovative financial leadership through his management of the county budget and finances during the longest sustained recession since the Great Depression. While other counties were forced to make draconian budgetary cuts and layoffs, Gary's foresight and professionalism enabled Gloucester County to avoid those severe, emergency fiscal measures while keeping taxes stable; and

WHEREAS, since June of 2004, Gary has been a member of the New Jersey Association of County Finance officers where his peers have recognized his professionalism and leadership by electing him to the posts of Secretary, Vice President/Treasurer, President and Board of Trustees member; and

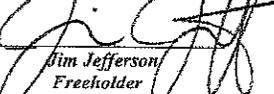
WHEREAS, Gary graduated from Washington Township High School in 1976, Drexel University in 1981, and obtained his Certified Public Account license in 1983. He and Terri, his wife of 25 years, continue to reside in Washington Township with their children, Christine and Kyle.

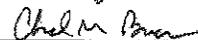
NOW THEREFORE, BE IT PROCLAIMED, that I, Robert M. Damminger, as Director, and on behalf of the 2015 Gloucester County Board of Chosen Freeholders, Giuseppe (Joe) Chila, Lyman Barnes, Daniel Christy, Frank J. DiMarco, Jim Jefferson and Heather Simmons do hereby honor and recognize Gary M. Schwarz upon his retirement from the County of Gloucester with special appreciation for his professionalism and dedication to the residents of Gloucester County.

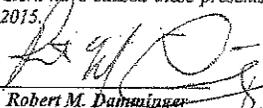
IN WITNESS WHEREOF, the Director and Clerk have caused these presents to be executed and the seal of the County of Gloucester to be affixed this 2nd day of October 2015.

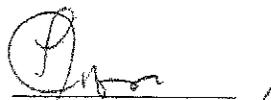

Giuseppe (Joe) Chila
Freeholder Deputy Director

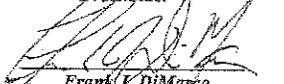

Daniel Christy
Freeholder


Jim Jefferson
Freeholder

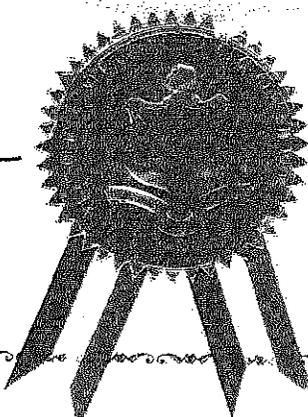
Attest: 
Chad M. Bruner, Clerk


Robert M. Damminger
Freeholder Director


Lyman Barnes
Freeholder


Frank J. DiMarco
Freeholder


Heather Simmons
Freeholder



A1

**RESOLUTION PROVIDING FOR THE INSERTION OF SPECIAL ITEMS
OF REVENUE INTO THE 2015 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 2015 as follows:

- (1) The sum of **\$130,000.00**, which item is now available as a revenue from the New Jersey Department of Law and Public Safety DUI Checkpoint Saturation Patrol Grant, to be appropriated under the caption of the New Jersey Department of Law and Public Safety DUI Checkpoint Saturation Patrol Grant - Other Expenses;
- (2) The sum of **\$25,000.00**, which item is now available as a revenue from the United States Department of Agriculture, Rural Development Housing Preservation Grant, to be appropriated under the caption of the United States Department of Agriculture, Rural Development Housing Preservation Grant - Other Expenses;
- (3) The sum of **\$12,000.00**, which item is now available as a revenue from the New Jersey Department of Law and Public Safety Child Passenger Safety Seat Program, to be appropriated under the caption of the New Jersey Department of Law and Public Safety Child Passenger Safety Seat Program - Other Expenses;
- (4) The sum of **\$100,000.00**, which item is now available as a revenue from the New Jersey Office of Homeland Security and Preparedness FY15 Homeland Security Grant, to be appropriated under the caption of the New Jersey Office of Homeland Security and Preparedness FY15 Homeland Security Grant - Other Expenses.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, November 4, 2015 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

**CHAD M. BRUNER,
ADMINISTRATOR/CLERK OF THE BOARD**

A.2

RESOLUTION AUTHORIZING THE CANCELLATION OF VARIOUS IMPROVEMENT AUTHORIZATIONS

WHEREAS, certain General Capital Improvement Authorization balances remain dedicated to projects now completed; and

WHEREAS, it is necessary to formally cancel said unexpended balances so that they may be transferred, as appropriate, to the Capital Improvement Fund, Reserve for Debt Service, Capital Improvement Fund or Deferred Charges Unfunded, as appropriate.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the following unexpended and dedicated balances of General Capital Improvement Authorizations be canceled and transferred as follows:

<u>Ordinance</u>	<u>Purpose</u>	<u>Transferred To</u>	<u>Amount</u>
42938	Acquisition of Real Property for Open Space Preservation	Deferred Charges – Unfunded	\$100,000.00
46201	Reconstruction/ Renovations to Various Buildings at Gloucester County College	Deferred Charges – Unfunded	\$ 400.00
46201	Reconstruction/ Renovations to Various Buildings at Gloucester County College	Deferred Charges-State of New Jersey Unfunded	\$ 400.00
46202	Construction of Various Emergency Bridge and Roadway Repairs	Deferred Charges-Unfunded	\$ 60,773.86
47504	Construction/Repairs of Various County Roadways	Deferred Charges-Unfunded	\$ 550.00
47701	Construction of new Nursing and Allied Health Center at Gloucester County College	Deferred Charges-Unfunded	\$ 505.00

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, November 4, 2015 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT DAMMINGER, DIRECTOR

ATTEST:

**CHAD M. BRUNER
ADMINISTRATOR/CLERK OF THE BOARD**

A3

**RESOLUTION AUTHORIZING AND CONFIRMING SETTLEMENT
OF STATE TAX COURT TAX APPEAL**

WHEREAS, state tax appeals were filed by Michael A. Hazen, Esq. of Janata, Lacap Associates, in the matter of Phoenix Display & Packaging Corp. v. West Deptford, Docket Numbers 004092-2014, 000929-2015, contesting the assessment on the subject property known as Block 349, Lot 6.02; and

WHEREAS, pursuant to N.J.S.A. 54:1-99, N.J.A.C. 18:17A-8.1, the Gloucester County Office of Assessment is responsible for assessing all properties within Gloucester County, and is the Taxing District for purposes of assessing properties and defending claims challenging said assessments therein pursuant to the above cited Act and New Jersey Court Rule 8:13; and

WHEREAS, the parties through legal counsel and assessors and/or certified real estate appraisers engaged by the taxpayer and County have reached a resolution of the complaints, settling outstanding claims by Stipulation of Settlement attached hereto and hereby incorporated; and

WHEREAS, these settlements will reduce the assessment to reflect the actual fair assessable value of the property consistent with assessing practices under N.J.S.A. Title 54.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that disposition of the complaints filed by the herein mentioned Plaintiff is authorized as follows and as more specifically set forth in the attached Stipulation of Settlement:

Block 349, Lot 6.02, Phoenix Display & Packaging Corp.:

Tax Year	Original Assessment	Requested Tax Court Judgment
2014	\$16,224,400	\$14,215,800
2015	\$14,215,800	\$14,215,000

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 above.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, November 4, 2015, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

CHAD M. BRUNER
ADMINISTRATOR/CLERK OF THE BOARD

A3

OFFICE OF COUNTY COUNSEL - COUNTY OF GLOUCESTER

Eric M. Campo, Assistant County Counsel

Attorney Identification No.: 026721998

1200 North Delsea Drive – Building A

Clayton, New Jersey 08312

(856) 307-6425; Fax (856)307-6447

PHOENIX DISPLAY & PACKAGING CORP.,	:	TAX COURT OF NEW JERSEY
	:	COUNTY OF GLOUCESTER
Plaintiff,	:	Docket Nos.: 004092-2014
v.	:	000929-2015
WEST DEPTFORD TOWNSHIP,	:	<i>Civil Action</i>
	:	Honorable Patrick DeAlmeida, P.J.T.C.
Defendant.	:	STIPULATION OF SETTLEMENT

1. It is **STIPULATED AND AGREED** that the assessment of the following property be adjusted and a judgment entered as follows:

Block 349	Lot 6.02	Unit Qualifier
Street Address 33 Phoenix Drive		Year 2014

	Original Assessment	County Tax Board Judgment	Requested Tax Court Judgment
Land	\$ 5,478,000	N/A	\$ 3,469,400
Improvements	\$10,746,400		\$10,746,400
Total	\$16,224,400		\$14,215,800

Block 349	Lot 6.02	Unit Qualifier
Street Address 33 Phoenix Drive		Year 2015

	Original Assessment	County Tax Board Judgment	Requested Tax Court Judgment
Land	\$ <u>3,469,400</u>		\$ <u>3,469,400</u>
Improvements	\$ <u>10,746,400</u>		\$ <u>10,746,400</u>
Total	\$ <u>14,215,800</u>		\$ <u>14,215,800</u>

The provisions of N.J.S.A. 54:51A-8 (Freeze Act) shall not apply.

2. The parties agree that there has been no change in value or municipal wide revaluation or reassessment adopted for the tax years 2016 and 2017, and therefore agree that the provisions of N.J.S.A. 54:51A-8 (Freeze Act) shall be applicable to the assessment on the property referred to herein for said Freeze Act year(s). No Freeze Act year(s) shall be the basis for application of the Freeze Act for any subsequent year(s).
3. The undersigned have made such examination of the value and proper assessment of the property and have obtained such appraisals, analysis and information with respect to the valuation and assessment of the property as they deem necessary and appropriate for the purpose of enabling them to enter into the Stipulation. The Office of Assessment has been consulted by the attorney for the Office of Assessment with respect to this settlement and has concurred.
4. This agreement shall apply to any assignee, tenant and successor in interest of the subject property.
5. Plaintiff shall not file an appeal for tax years 2016 and 2017 for the subject property except to enforce this settlement.
6. Any Counterclaims filed on behalf of Defendant be and are herein withdrawn.
7. Based upon the foregoing, the undersigned represent to the Court that the above settlement will result in an assessment at the fair assessable value of the property consistent with assessing practices generally applicable in the taxing district as required by law.

8. Taxpayer waives interest that may otherwise be payable pursuant to N.J.S.A. 54:3-27.2 and agrees to accept credits against future property taxes in lieu of any refund.
9. All the terms of this Stipulation of Settlement not contained within the Judgment shall survive entry of Judgment.

JANATA, LACAP ASSOCIATES, P.C.

Dated: _____

MICHAEL A. HAZEN, ESQUIRE
Attorney for Plaintiff

COUNTY OF GLOUCESTER

Dated: _____

ERIC M. CAMPO, ESQUIRE
Attorney for Office of Assessment

Dated: _____

ROBYN GLOCKER-HAMMOND
County Tax Assessor

West Deptford - Phoenix Display & Packaging

B349 L6.02

2014 A.V.	16,224,400
Stip	14,215,800
Diff	2,008,600
County Tax	\$12,514

2015 No adj needed

**RESOLUTION FOR THE RENEWAL OF MEMBERSHIP IN
THE NEW JERSEY COUNTIES JOINT INSURANCE FUND**

A-4

WHEREAS, a number of local public entities in the state of New Jersey have joined together to form a Joint Insurance Fund as permitted by chapter 372 Laws of 1983 (40A:10-36); and

WHEREAS, said Fund was approved to become operational by New Jersey Department of Banking and Insurance and the Department of Community Affairs; and

WHEREAS, the statutes and regulations governing the creation and operation of a Joint Insurance Fund contain elaborate restrictions and safeguards concerning the safe and efficient administration of the public interest entrusted to such a Fund; and

WHEREAS, the County of Gloucester is a member of the New Jersey Counties Excess Joint Insurance Fund, hereinafter the Fund; and

WHEREAS, said membership terminates as of December 31, 2015 unless renewed by agreement between the County of Gloucester and the Fund.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Chosen Freeholders of the County of Gloucester do hereby agree to renew said membership with the Fund for the period of three (3) years, the commencement of which shall be January 1, 2016; and

BE IT FURTHER RESOLVED, that the County of Gloucester is applying to the Fund for the following types of coverages:

1. Workers' Compensation and Employers' Liability
2. Liability, other than motor vehicle
3. Property Damage, other than motor vehicle
4. Motor Vehicle
5. Crime

BE IT FURTHER RESOLVED, that the County of Gloucester hereby adopts and approve of the bylaws of the Fund; and

BE IT FURTHER RESOLVED, that the County of Gloucester is authorized to execute the application for membership and the accompanying certification on behalf of the County of Gloucester; and

BE IT FURTHER RESOLVED, that the Director of the Board is authorized and directed to execute and the Clerk of the Board is authorized to attest to the Indemnity and Trust Agreement and such other documents signifying membership in the Fund as are required by the Fund's bylaws and to deliver same to the Executive Director of the Fund with the express reservation that said document shall become effective only upon the applicant's admission to the Fund following approval by the Fund, passage by the Governing Body of a Resolution Accepting Assessment and approval by the New Jersey Department of Banking and Insurance and the Department of Community Affairs.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, November 4, 2015, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

CHAD M. BRUNER
ADMINISTRATOR/CLERK OF THE BOARD

A4

**INDEMNITY AND TRUST AGREEMENT
NEW JERSEY COUNTIES JOINT INSURANCE FUND**

THIS AGREEMENT, made this 1st day of January, 2016 in the County of Gloucester, State of New Jersey, by and between the New Jersey Counties Joint Insurance Fund, hereinafter referred to as "FUND", and the County Gloucester, a body politic and corporate of the State of New Jersey, hereinafter referred to as "GOVERNING BODY";

WITNESSETH:

WHEREAS, several local governmental units have collectively formed or are in the process of forming a Joint Insurance Fund as such an entity is authorized and described in N.J.S.A. 40A:10-36 et seq., and the administrative regulations promulgated pursuant thereto; and

WHEREAS, the GOVERNING BODY has agreed to renew the FUND in accordance with and to the extent provided for in the bylaws of the FUND and in consideration of such obligations and benefits to be shared by the membership of the FUND; and

WHEREAS, by resolution adopted on November 4, 2015, the GOVERNING BODY has authorized the execution of the Indemnity and Trust Agreement for the New Jersey Counties Excess Joint Insurance Fund.

NOW THEREFORE, it is agreed as follows:

1. The GOVERNING BODY accepts the FUND's bylaws as approved, and as may have been amended, and adopted and agrees to be bound by and to comply with each and every provision of the said bylaws and the pertinent statutes and Administrative Regulations pertaining to same and as set forth in the Risk Management Plan; said bylaws to comply with the provisions of N.J.S.A. 40A:10-38.13 and N.J.S.A. 40A:10-39, and all other applicable New Jersey law, rules and regulations.
2. The GOVERNING BODY agrees to participate in the FUND with respect to the types of insurance listed in the Resolution to Renew Membership.
3. The GOVERNING BODY agrees to become a member of the FUND for a period not to exceed three (3) years, the commencement of which shall coincide with the date of expiration of the current term of membership in the FUND.
4. The GOVERNING BODY certifies that it has never defaulted any claims if self-insured and has not been canceled for non-payment of insurance premiums for a period of at least two years prior to the date hereof.
5. In consideration of membership in the FUND the GOVERNING BODY agrees that it shall jointly and severally assume and discharge the liability of each and every member of the

FUND, all of whom as a condition of the membership in the FUND shall execute a verbatim counterpart of this Agreement and by execution thereof the full faith and credit of the GOVERNING BODY is pledged to the punctual payment of any sums which shall become due to the FUND in accordance with the bylaws thereof, this Agreement the Fund's Risk Management Plan or any applicable statute.

6. If the FUND in the enforcement of any part of this Agreement shall incur necessary expense or become obligated to pay attorney's fees and/or Court costs the GOVERNING BODY agrees to reimburse the FUND for all such reasonable expenses, fees and costs on demand.

7. The GOVERNING BODY and the FUND agree that the FUND shall hold all monies paid by the GOVERNING BODY to the FUND as fiduciaries for the benefit of the FUND claimants all in accordance with N.J.A.C. 11:15 2.1 et seq.

8. The FUND shall establish separate Trust Accounts for each of the following categories of risk and liability:

- a) Workers' Compensation and Employers' Liability
- b) Liability, other than motor vehicle
- c) Property Damage, other than motor vehicle
- d) Motor Vehicle
- e) Crime

The FUND shall maintain Trust Account aforementioned in accordance with N.J.S.A. 40A:10-36, N.J.A.C. 11:15.2 et seq., N.J.S.A. 40A5-1 and such other statutes as may be applicable. More specifically, each of the aforementioned separate Trust Accounts shall be utilized solely for the payment of claims, allocated claim expense and excess insurance or reinsurance premiums for each such risk or liability or as "surplus" as such term is defined by N.J.A.C. 11:15-2.2.

9. Each GOVERNING BODY who shall become a member of the FUND shall be obligated to execute this agreement.

ATTEST:

COUNTY OF GLOUCESTER

CHAD M. BRUNER
ADMINISTRATOR/CLERK OF THE BOARD

ROBERT M. DAMMINGER,
DIRECTOR

ATTEST:

NEW JERSEY COUNTIES
EXCESS JIF

NJCE SECRETARY

NJCE CHAIR

NEW JERSEY COUNTIES EXCESS JOINT INSURANCE FUND

9 Campus Drive Suite 16
Parsippany, NJ 07054

Bylaws

Draft October 30, 2009

WHEREAS: N.J.S.A. 40A:10-36 et seq. permits local units to join together to form a joint insurance fund; and

WHEREAS: Said statute was designed to give local units the opportunity to use alternative risk management techniques, providing they are based on sound actuarial principles;

NOW THEREFORE, the membership of the Fund hereby adopts the following bylaws;

ARTICLE I - DEFINITIONS

All terms used herein shall have the meaning consistent with the statutes and regulation then in effect. The definitions herein are for convenience.

"ACTUARY" means a person who is a fellow in good standing of the Casualty Actuarial Society with three years recent experience in loss reserving; an associate in good standing of the Casualty Actuarial Society with five years recent experience in loss reserving; or an associate in good standing of the American Academy of Actuaries who has been approved as qualified for signing loss reserve opinions by the Casualty Practice Council of the American Academy of Actuaries and who has seven years recent experience in loss reserving.

"ADMINISTRATOR" means a person, partnership, corporation or other legal entity engaged by the Fund to act as Executive Director to carry out the policies established by the Fund Commissioners or Executive Committee and to otherwise administer and provide day-to-day management of the Fund.

"ALLOCATED CLAIMS EXPENSE" means attorneys' fees, expert witness fees (i.e. engineering, physicians, etc.), medical reports, professional photographers' fees, police reports and other similar expenses. The exact definition of "allocated claims expense" or similar terms for any line of insurance coverage shall be the definition in the insurance policy issued by the Fund.

"COMMISSIONER" means the Commissioner of Banking and Insurance where the context so indicates. Elsewhere in these bylaws, the term commissioner refers to the local unit's representative known as a commissioner or Fund Commissioner.

"DEPARTMENT" means the Department of Banking and Insurance.

"EMPLOYER'S LIABILITY" means the legal liability of a public employer to pay damages because of bodily injury or death by accident or disease at any time resulting therefrom sustained by an employee arising out of and in the course of his employment by the public employer, which is not covered by a workers' compensation law. The exact definition of "Employer's Liability" or similar terms shall be the definition used in the insurance policy issued by the Fund.

"ENVIRONMENTAL IMPAIRMENT LIABILITY FUND" means a joint insurance fund formed for the sole purpose of insuring against bodily injury and property damage claims arising from environmental liability and legal representation therefore to the extent and for coverages set forth in N.J.A.C. 11:15-2 et. seq.

"EXCESS INSURANCE" means insurance purchased from an insurance company authorized or admitted in the State of New Jersey or deemed eligible by the Commissioner as a surplus lines insurer or from any other entity authorized to provide said coverage in this state pursuant to law, covering losses in excess of an amount set forth in insurance contracts on a specific occurrence, or per accident or annual aggregate basis.

"FUND" means the New Jersey Counties Excess Joint Insurance Fund (hereinafter referred to as the Fund)

"FUND YEAR" means the Fund's fiscal year of January 1st through December 31st.

"GENERAL LIABILITY" means any and all liability which may be insured under the laws of the State of New Jersey, excluding workers' compensation, and employer's liability. The exact definition of a "general liability" or similar terms is the definition used in the insurance policy issued by the Fund.

"INCURRED CLAIMS" means claims which occur during a Fund year including claims reported or paid during a later period. The exact definition of "incurred claims" or any similar term is the definition used in the excess insurance or reinsurance policy purchased by the Fund.

"INDEMNITY AND TRUST AGREEMENT" means a written contract signed by and duly adopted by the members of the Fund under which each agrees to jointly and severally assume and discharge the liabilities of each and every party to such agreement arising from their participation in the Fund. The agreement shall specify the extent of the member's participation in the Fund with respect to the types of coverage to be provided by the Fund and shall include the duration of Fund membership which shall not exceed three years pursuant to N.J.S.A. 40A:11-15 (6). The agreement shall also specify that the member has never defaulted on claims if self-insured and has not been canceled for non-payment of insurance premiums for a period of at least two years prior to application to the Fund.

"MANUAL PREMIUM" means the premium computed according to the Experience Rating Plan provided for in the New Jersey Worker's Compensation and Employer's Liability Insurance Manual on file with the Commissioner and similar insurance industry rating plans for other lines of coverage.

"MOTOR VEHICULAR AND EQUIPMENT LIABILITY" means liability resulting from the use or operation of motor vehicles, equipment or apparatus owned by or controlled by the members or owned by or under the control of any subdivision thereof including its departments, boards, agencies or commissions. The exact definition of "motor vehicular and equipment liability" or any similar terms shall be the definition of the insurance policy issued by the Fund.

"OCCURRENCE" means a single event. The exact definition of "occurrence" or any similar term shall be the definition used in the insurance policy issued by the Fund.

"PRODUCER" means any person engaged in the business of an insurance agent, insurance broker, or insurance consultant as defined in N.J.S.A. 17:22 A-1 et seq.

"PROPERTY DAMAGE" means any loss or damage, however caused, to property including monies and securities, motor vehicles, equipment or apparatus owned by the member or owned by or under the control of any of its departments, boards, agencies, commissions, or other entities which the membership may provide coverage for. The exact definition of "property damage" or similar terms shall be the definition in the insurance policy issued by the Fund.

"SERVICING ORGANIZATION" means an individual, partnership, association, or corporation, other than the administrator, that has contracted with the Fund to provide, on the Fund's behalf, any function as designated by the Fund Commissioners including, but not limited to, actuarial services, claims administration, cost containment services, loss prevention/safety engineering services, legal services, auditing services, financial services, compilation and maintenance of the Fund's underwriting file, coordination and preparation of coverage documents, risk selection and pricing, excess insurance or reinsurance producer services, which include producer negotiations on behalf of the Fund for excess insurance or reinsurance from an insurer,

member assessment and fee development, report preparation pursuant to N.J.S.A. 40A:10-36, et seq. and N.J.A.C. 11:15-2 et. seq., and such other duties as designated by the Fund.

“SURPLUS” means that amount of monies in a trust account that is in excess of all costs, earned investment income, refunds, incurred losses and loss adjustment expenses and incurred but not reported reserves including the associated loss adjustment expenses attributed to the Fund net of any recoverable per occurrence or aggregate excess insurance or reinsurance for a particular year.

“WORKERS’ COMPENSATION” means the provisions of N.J.S.A. 34:15-7 et seq.

ARTICLE II - MEMBERSHIP

MEMBERSHIP APPLICATIONS:

1. Pursuant to N.J.S.A. 40A:10-36, et seq. the governing body of a qualified local unit shall by resolution, agree to join the Fund. The resolution shall provide for execution of a written agreement specifically providing for acceptance of the Fund’s bylaws as approved and adopted pursuant to N.J.S.A. 40A:10-39. The resolution shall also provide for the execution of an Indemnity and Trust agreement as defined in Article I.
2. Any local unit seeking membership shall also submit an application for membership to the Fund on a form acceptable to the Commissioner. The application shall include the executed Indemnity and Trust agreement and the resolution required under Subsection 1 above.
3. An application may be approved by a majority vote of the Fund Commissioners or two-thirds vote of the full authorized membership of the Executive Committee based on the following criteria:
 - a. The applicant’s claims history shows safety performance consistent with the Fund’s objectives and the applicant’s physical location and makeup indicates a prospective likelihood of satisfactory future claim performance.
 - b. The Fund has the administrative capability to absorb additional memberships without undue inconvenience or strain.
 - d. The local unit is a County. If another local unit associated with a county requests coverage from the fund, that entity shall present a resolution from the County that it may be apart of that county’s membership and shall not be a separate member. Local units that may be associated with a county include any entity that may be insured by an insurance commission formed by a county including, but not limited to a county college, technical school, library, or county authority.
4. Within 15 days of its approval by the Fund, the executed Indemnity and Trust Agreement and the resolution required under Subsection I above shall be concurrently filed with the Department and the Department of Community Affairs and shall be accompanied by such amendments to the Fund’s Budget and Plan of Risk Management as well as any other documents required pursuant to N.J.A.C. 11:15-2 et. seq.
5. If a non-member is not approved for membership, the Fund shall set forth in writing the reasons for disapproval and send the reasons for disapproval to the non-member. The Fund shall retain a copy of all membership application disapproval’s for five years.

Membership Renewals:

1. Members may renew their participation by execution of a new resolution to join the Fund ninety (90) days prior to the expiration of the term.
2. The Fund Commissioners/Executive Committee must act upon any renewal application no later than forty five (45) days prior to the expiration of the term period. Otherwise, the renewal application is automatically approved.
3. In order to deny a renewal application, the Fund's Commissioners/Executive Committee shall find by majority vote that the applicant has failed to fulfill its responsibilities as a member or no longer meets the Fund's risk management or underwriting standards or other reasons approved by the Commissioner as reasons for termination.
4. If a member's renewal application is rejected, the Fund shall comply with the termination provisions as outlined below.
5. Non-renewal of a Fund member does not relieve the member of responsibility for claims incurred during its period of membership.

Termination and/or Withdrawal Of Fund Members

1. A member must remain in the Fund for the full term of membership unless earlier terminated by a majority vote of the Fund Commissioners or a two-thirds vote of the Executive Committee for non-payment of assessments or continued non-compliance after receiving written notice to comply with the Fund's bylaws, risk management or underwriting standards, or other reasons approved by the Commissioner as reasons for termination. However, a member shall not be deemed terminated until:
 - a. The Fund gives by registered mail to the member a written notice of its intention to terminate the member in thirty (30) days; and
 - b. Like notice shall be filed with the Department and Department of Community Affairs, together with a certified statement that the notice provided for above has been given; and
 - c. Thirty (30) days have elapsed after the filing required by "b" above.
2. Notwithstanding number 1 above, within ninety (90) days after the effective date of any amendment to these bylaws, a member which did not approve the amendment may withdraw from the Fund.
3. A member that does not desire to continue as a member after the expiration of its membership term shall give written notice to the Fund of its intent ninety (90) days before the expiration of the term period. The Fund shall notify the Department and the Department of Community Affairs that the member has given notice to leave the Fund.
4. A member that has been terminated or does not continue as a member of the Fund shall remain jointly and severally liable for claims incurred by the Fund and its members during the period of its membership, including, but not limited to being subject to and liable for supplemental assessments.
5. The Fund shall notify the Department and the Department of Community Affairs if the termination or withdrawal of a member causes the Fund to fail to meet any of the requirements of N.J.S.A. 40A:10-36 et seq. or any other law or regulation of the State of New Jersey. Within fifteen (15) days of such notice, the Fund shall advise the Department and the Department of Community Affairs of its plan to bring the Fund into compliance.

ARTICLE III - ORGANIZATION

Fund Commissioners:

1. Appointment:

- a. **Commissioners:** In the manner generally prescribed by law, each member shall appoint one (1) commissioner to the Fund. Each member shall select either a member of its governing body or one of its employees.
- b. **Alternate:** Each member may appoint one (1) alternate to attend either regular or special meetings on behalf of the local unit in the absence of the Commissioner. The alternate shall exercise the full power and authority of the Commissioner in his/her absence, including the right to vote. Each member shall select either a member of its governing body or one of its employees.
- c. **Special Commissioner:** In the event that the number of members is an even number, one (1) additional commissioner and an alternate to the Special Commissioner shall be appointed annually by a member on a rotating basis determined alphabetically.

The member's privilege to appoint the Special Commissioner shall remain with that member for one entire Fund year and the subsequent admission to the Fund of a member with a preceding alphabetical prefix shall not deprive any member already a member of the Fund of its prerogative to appoint a Special Commissioner during a current Fund year.

2. Terms of Office and Vacancy:

- a. All terms of office shall expire on January 1st or until a successor is duly appointed and qualified.
- b. A commissioner, other than the Special Commissioner, who is a member of the appointing member's governing body shall hold office for two years or for the remainder of his/her term of office as a member of the governing body, whichever shall be less.
- c. Commissioners who are employees of the appointing members shall hold office at the pleasure of the local unit and can be removed by the member at any time without cause.
- d. The Special Commissioner, if any, shall serve until January 1st of the year following appointment provided, however, that if the Special Commissioner is an employee of the appointing member, he or she can be removed by the appointing local unit at any time without cause.
- e. The unexpired term of a commissioner, other than the Special Commissioner, shall be filled by the appointing member in the manner generally prescribed by law.
- f. In the event of a vacancy of the Special Commissioner caused by reason other than the expiration of the term of office, the member which appointed the commissioner shall appoint the replacement for the unexpired term.

- g. Any commissioner can be removed from office for cause by two-thirds vote of the full membership of the Fund Commissioners/Executive Committee. Upon such a vote, it shall be incumbent upon the member to replace the commissioner.

3. **Responsibilities:**

- a. The Fund Commissioners are hereby required, authorized and empowered to operate the Fund in accordance with these bylaws and appropriate state laws and regulations in the interests of the total membership of the Fund.
- b. The Fund Commissioners shall determine and establish the Fund's budget, assessments, loss reserves, surplus, limits of coverage, limits of excess insurance or reinsurance, coverage documents, refunds and other financial and operating policies of the Fund.
- c. The Fund Commissioners shall invest monies held in trust in any account in accordance with the Fund's cash management plan and consistent with the statutes and rules governing the investment of public funds by joint insurance funds established pursuant to N.J.S.A. 40A:10-36, et seq.
- d. The Fund Commissioners shall collect and disburse all money due to or payable by the Fund, or authorize such collection and disbursement.
- e. The Fund Commissioners may enter into contracts with other persons or with public bodies of this state for any professional, administrative or other services as may be necessary to carry out the purposes of the Fund.
- f. The Fund Commissioners may purchase and serve as the master policy holders, if desired, for any insurance, including excess insurance or reinsurance.
- g. The Fund Commissioners shall prepare, or cause to be prepared, a risk management plan for the Fund.
- h. The Fund Commissioners, as the need arises, may amend the bylaws and the risk management plan of the Fund pursuant to N.J.S.A. 40A:10-36, et seq.
- i. The Fund Commissioners may authorize the Fund to become a member of other joint insurance Funds organized pursuant to N.J.S.A. 40A:10-36, et seq. including, but not limited to the MEL, for the purpose of providing excess, environmental impairment liability, residual liability, and or other insurance, and may authorize the Fund Chairman to execute such documents including but not limited to an indemnity and trust agreement as required to secure such membership(s).
- j. The Fund Commissioners shall do all other things necessary and proper to carry out the purposes for which the Fund is established.
- k. Each Commissioner shall have one vote provided, however, that the Special Commissioner, if any, shall only vote in the event of a tie.

Officers:

1. As soon as possible after the beginning of each year, the commissioners shall meet to elect the officers of the Fund from its own membership. Fund officers shall serve until January 1st of the following year, or until a successor is duly elected and qualified.
 - a. **Chairperson:** The Chairperson shall preside at all meetings of the Fund Commissioners/Executive Committee and shall perform such other duties provided for in these bylaws and the laws and regulations of the State of New Jersey.
 - b. **Secretary:** The Secretary shall serve as Acting Chairperson in the absence of the Chairperson, and shall perform such other duties as provided for in these bylaws and the laws and regulations of the state of New Jersey.
2. In the event of a vacancy in any of the officer positions caused by other than the expiration of the term of office, the commissioners/Executive Committee may, by majority of vote, fill the vacancy for the unexpired term. In the event of a vacancy of both the Chairperson and Secretary, the longest serving member of the Executive Committee, or otherwise the longest serving commissioner shall serve as Acting Chairperson until the vacancies are filled.
3. Any officer can be removed with cause at any time by a two-thirds vote of the full membership of the Fund Commissioners.

Executive Committee:

1. If the total number of commissioners exceeds seven (7), as soon as possible after the beginning of the year the Fund Commissioners and special Fund Commissioner, if any, shall meet and elect five (5) of their number to serve with the Chairperson and the Secretary as the Executive Committee of the Fund. During their term of office, members of the Executive Committee shall exercise the full power and authority of the commissioners except as otherwise provided. Wherever the term "commissioners/Executive Committee" appears in these Bylaws, that term shall be interpreted to mean "Executive Committee", except in those cases where the express language and content of these Bylaws or applicable statutes dictate otherwise.
2. The Executive Committee shall serve until January 1st of the following year, or until their successors are duly elected and qualified.
3. In the event the commissioners shall elect an Executive Committee as provided for above, they may also elect up to four (4) additional commissioners to serve as alternate members of the Executive Committee to attend either regular or special meetings to serve in the absence of a member or members of the Executive Committee. An alternate or alternates serving in the absence of a member, or members, of the Executive Committee shall exercise the full power and authority of that absent member or members. Alternates shall have all privileges and responsibilities of Executive committee members except they shall only vote when so designated below:
 - a. Alternates shall vote in established priority order, designated as alternate #1, alternate #2 etc. Alternate #1 shall vote in the absence of one member of the Executive Committee or in the absence of Alternate #1, Alternate #2 may vote, and so on.
4. Vacancies on the Executive Committee caused by a reason other than the expiration of the term of office may be filled by a majority vote of the full remaining membership of the Executive Committee.

Fund Professionals:

As soon as possible after the beginning of each year, the commissioners/Executive Committee shall meet and select persons to serve in the following professional positions. No professional nor any employee, officer or director, or beneficial owner thereof, shall be a Fund Commissioner. All professionals shall be retained pursuant to the "Local Public Contracts Law."

1. Treasurer:

The treasurer shall be a Certified County Finance Officer and have the following duties and responsibilities:

- a. Custodian of the Fund's assets and shall maintain the various trust funds.
- b. Approval of all receipts, disbursements, and financial records.
- c. Draft the cash management plan and invest all balances.
- d. Ascertain availability of sufficient unencumbered funds in any account to fully pay all charges or commitments prior to any payment or commitment.
- e. The treasurer shall perform such other duties as provided for by the Fund Commissioners/Executive Committee, these bylaws and in the laws and regulations of the State of New Jersey.
- f. The treasurer shall be covered by a fidelity bond protecting the Fund's assets in a form and amount to be determined annually by the commissioners/Executive Committee. Said bond to be paid for by the Fund.

2. Executive Director/Administrator:

- a. The Administrator shall serve as Executive Director of the Fund and shall be experienced in risk management matters and self-funded entities.
- b. The Administrator shall have the following duties and responsibilities:
 - i) Carry out the policies established by the commissioners and to otherwise supervise the management of the Fund.
 - ii) Advise the commissioners on risk management matters and shall prepare a draft Risk Management Plan.
 - iii) Prepare the Fund's budget, compile and bill assessments.
 - iv) Maintain underwriting files, prepare new members submissions for review of the commissioners.
 - v) Prepare draft requests for proposals for services to be provided by servicing organizations and monitor the performance of the service companies.
 - vi) Prepare filing required by state regulations.
 - vii) Coordinate the fund's meeting agenda, minutes, elections, contracts, and maintain the Fund's official records and office.

- viii) Maintain the Fund's general ledger, accounts payable and accounts receivable function.
 - ix) Perform such other duties as provided for by the Fund Commissioners, these bylaws, and the laws and regulations of the State of New Jersey.
- c. The Administrator shall assume overall executive responsibility for the operations of the Fund except that the Administrator shall not be responsible for the errors and omissions of any other servicing organization except as to generally monitor the compliance of said organization with the directives of the Fund Commissioners, its Service Provider contract, or the applicable statutes and regulations as to the form and timeliness of said undertaking. For example, the Executive Director shall be responsible to verify the issuance of excess or reinsurance policies, and the timely receipt of said policies by the Fund, however, the Executive Director shall not be responsible for the content of the policies or the adequacy of the coverage.
- d. The Administrator shall be bonded in a form and amount acceptable to the Commissioner. The Administrator shall also be covered by Errors and Omissions insurance as provided by N.J.A.C. 11:15-2. Said coverage is to be paid by the Fund.

3. **Auditor:**

The auditor shall be an independent Certified Public Accountant (CPA) or a registered municipal accountant (RMA) who has evidenced the ability and experience to properly examine a joint insurance fund. The auditor shall conduct the annual audit of the Fund in accordance with, N.J.S.A. 40A:10-36, and N.J.A.C. 11:15-2.24, and shall perform such other duties as provided for by the Fund Commissioners/Executive Committee, these bylaws and the laws and regulations of the State of New Jersey.

4. **Attorney:**

- a. The Fund attorney shall be admitted to the New Jersey Bar and shall provide advice to the Fund on legal matters such as advising the commissioners of their obligations and responsibilities under N.J.S.A. 40A:10-36, et seq., the regulations and other pertinent law such as the Open Public Meetings Act.
- b. The attorney shall have the following responsibilities:
- i) The attorney shall advise the Fund and the appropriateness of claim settlements recommended by the Claims Administrator.
 - ii) The attorney shall advise the commissioners on the selection of counsel to represent the Fund in the defense of claims. The Fund attorney may also provide representation concerning incidental aspects of claim matters such as motions where it is more expeditious, cost effective or otherwise to do so. However, the attorney or any member of the attorney's law firm shall not defend claims which are the responsibility of the Fund without the authorization of the Commissioners.
 - iii) The attorney shall perform such other duties as provided for by the Fund Commissioners, these bylaws and the laws and regulations of the State of New Jersey.

5. **Actuary:**

The actuary shall certify the actuarial soundness of the Fund and shall report to the Fund Commissioners in a manner and at such times established by them, and shall provide such actuarial reports as required by the Department. The actuary shall certify claim reserves, reserves for "Incurred but Not Reported" (IBNR) losses, and unearned assessments and shall comment on the adequacy of the budget.

6. **Service Agent:**

The Fund shall designate and appoint an agent in New Jersey to receive service and process on behalf of the Fund.

7. All Fund professionals shall be retained on a contractual basis which shall be approved by the Fund Commissioners and submitted to the Commissioner and the Commissioner of Community Affairs.

8. Fund Professionals shall be compensated for their services pursuant to written fee guidelines submitted annually and approved by a majority of the Fund Commissioners. The written fee schedule shall be part of the official contract.

Servicing Organizations:

1. The Fund may contract to have the following services performed:

- a. Actuarial services
- b. Claims Administration
- c. Cost containment services
- d. Loss prevention/safety engineering services
- e. Legal services
- f. Auditing services
- g. Financial services
- h. Compilation and maintenance of the Fund's underwriting file
- i. Coordination and preparation of coverage documents
- j. Risk selection and pricing
- k. Excess insurance or reinsurance producer services
- l. Member assessment and fee development
- m. Report preparation pursuant to N.J.S.A. 40A:10-36, et seq. and N.J.A.C. 11:15-2 et seq.
- n. Other duties as designated by the Fund

2. The Fund may at its option contract for these services from different servicing organizations.

3. a.) No servicing organization of the Fund, or producer that may be retained pursuant to N.J.A.C. 11:15-2.6(c)10, or their employees, officers or directors shall have either a direct or indirect financial interest in the administrator of the Fund or be an employee, officer or director of the administrator unless notice of such interest has been provided to the Fund Commissioners and members.

b.) No administrator of the Fund, or their employees, officers or directors shall be an employee, officer or director of, or have either a direct or indirect financial interest in, a servicing organization of the Fund, or the insurance producer that may be retained by that fund pursuant to N.J.A.C. 11:15-2.6(c)10-1 unless notice of such interest has been provided to the Fund Commissioners and members.

- c.) Any employee, officer or director of the administrator, servicing organization or insurance producer that may be retained pursuant to N.J.A.C. 11:15-2.6(c)10 shall disclose to the Fund Commissioners or Executive Committee, as applicable, any direct or indirect financial interest such employee, officer or director has in any other administrator, servicing organization or insurance producer.
4. Each service contract shall include a clause stating "unless the Fund Commissioners otherwise permit, the servicing organization shall handle to its conclusion all claims and other obligations incurred during the contract period."
 5. Each Servicing Organization shall provide a surety bond and Errors and Omissions coverage if required by law, in a form and amount acceptable to the Commissioner.
 6. All officers, employees and agents, including the Administrator and Servicing Organization of the Fund, on the final day of their contract or employment shall surrender and deliver to their successors all accounts, funds, property, records, books and any other material relating to their contract or employment, or if no successor has been designated, delivery shall be made to the Administrator or Fund Chairperson.

Indemnification Of Officers And Employees:

1. The Administrator, Claims Service Provider(s), Producer, Risk Management Consultant(s) and such others as are required by regulation to do so, shall provide Errors and Omissions coverage in a form satisfactory to the Commissioner. The Fund Commissioners/Executive Committee may also require other professionals to provide evidence of Errors and Omissions coverage, and any other coverage as a requirement of their contract.
2. Except to the extent covered by Errors and Omissions insurance as may be required, as set forth above, the Fund shall indemnify any past, present or future Fund Commissioner, and may indemnify such other officials or professionals or service providers as the Fund Commissioners determine, for claims arising from an act or omission of such Fund Commissioner, official or employee within the scope of the performance of such individual's duties as Fund Commissioner, officials, professional or employee within the scope of the performance of such individual's duties as Fund Commissioner, official, professional or employee. Such indemnification shall include reasonable cost and expenses incurred in defending such claims. Nothing contained herein shall require the Fund to pay punitive damages or exemplary damages or damages arising from the commission of a crime by such an individual and the Fund shall not be required to provide for the defense or indemnification of such an individual when the act or omission which caused the injury was the result of actual fraud, malice, gross negligence or willful misconduct of such individual or in the event of a claim against such an individual by the State of New Jersey or if such Fund Commissioner, official, professional or employee is either covered, or required to be covered by errors and Omissions liability insurance. The determination as to whether an individual's conduct falls within any of the above exceptions shall be made by the Fund Commissioners/Executive Committee. Nothing herein contained is intended to shield omission or wrongdoing which would not customarily be covered by Errors and Omissions insurance if same had been required of said employee or retained official.
3. A present, past or future Fund Commissioner, official, professional or employee of the Fund shall not be entitled to a defense or indemnification from the Fund unless:
 - a. Within ten (10) calendar days of the time he or she is served with the summons, complaint, process, notice or pleading, he or she delivers the original or exact copy to

the Fund Chairman with a copy to the Fund attorney, together with a request that the Fund provide for his or her defense; and

- b. In the event the Fund provides a defense or indemnification, he or she cooperates in the preparation and presentation of the defense with the attorney selected to defend the case; and
 - c. Except in those instances where a conflict of interest exists, as determined by an attorney selected by the Fund to handle such matters, the past, present or future Fund Commissioner, official, professional or employee shall agree that the Fund and its counsel shall have exclusive control over the handling of the litigation.
4. The foregoing right of indemnification shall not be exclusive of any other rights to which any Fund Commissioner, official, professional or employee may be entitled as a matter of law or which may be lawfully granted to him or her; and the right to indemnification hereby granted by this Fund shall be in addition to and not in restriction or limitation of any other privilege or power which the Fund may lawfully exercise with respect to the indemnification or reimbursement of a Fund Commissioner, official, professional or employee; except that in no event shall a Fund Commissioner, official, professional or employee receive compensation in excess of the full amount of a claim and reasonable costs and expense incurred in defending such claim.
 5. Expenses incurred by any Fund Commissioner, official, professional or employee in defending an action, suit or proceeding may be paid by the Fund in advance of final determination of such action, suit or proceeding as authorized by the Fund in a specific case upon receipt of an undertaking by or on behalf of such member or officer to repay such amount in the event of an ultimate determination that his or her conduct was such as to fall outside the scope of coverage under this indemnification provision.

Advisory Committees:

1. From time to time, the Fund Chairperson may establish advisory committees and may appoint any individual to serve on these committees except that only Fund Commissioners may serve on a Nominations Committee, if any, established for the purpose of proposing candidates to stand for election as a Fund officer or member/alternate of the Executive Committee.
2. Safety Committee:
 - a. Membership: Each member shall appoint one of its management employees to serve as the safety coordinator, for the member. The safety coordinator shall serve as the representative of the member on the Fund's Safety Committee. The member shall also designate a management employee to serve as alternate safety coordinator whenever the safety coordinator is unable to serve. The safety coordinator and the alternate shall serve at the pleasure of the member and shall perform those duties specified in the Fund's Loss Control Program.
 - b. The Fund's safety committee shall consist of the Fund's safety director and the safety coordinator from each member. The alternate safety coordinator from each member may also attend meetings of the safety committee.
 - c. At the beginning of each year the safety committee shall select a chairperson to preside over meetings of the committee.
 - d. Duties: The safety committee shall meet at least quarterly and shall have the following duties or responsibilities.
 - i) Confer with the Fund's safety director to develop a comprehensive safety and loss control program.
 - ii) Monitor all accident trends and frequency of accident in order to identify problem areas and local unit activities and programs requiring more frequent loss control surveys and evaluations.
 - iii) Assist in the development of a safety educational program that will include visual aids, equipment, etc.
 - iv) Make recommendations to the Fund for policies that will implement a comprehensive safety and loss control program for the Fund and the member local units.
 - v) Perform such other duties that are assigned by the Fund Commissioners or required by law.

Risk Managers:

1. Each member local unit shall appoint an Insurance Producer as a Risk Management Consultant who shall not be a Fund Commissioner.
2. The Risk Management Consultant's specific responsibilities shall include, but not be limited to:

- a. Evaluation of the member's exposures.
 - b. Explanation of the various coverages available from the Fund and assisting the member in the selection of proper coverage.
 - c. Preparation of applications, statements of values, etc. required by the Fund.
 - d. Review of the member's assessment and assisting in the preparation of the local unit's insurance budget.
 - e. Assisting in the claims settlement process.
 - f. Review of losses and engineering reports and providing assistance to the member's safety committee.
3. The Risk Management Consultant(s) shall be retained in conformance with the Public Contracts Law.
 4. At the request of the member, the Fund shall pay the Risk Management Consultant a fee of a percentage on the annual assessments of members served by the Risk Management Consultant. The percentage shall be determined by the fund annually as a part of the budget process. The fee shall be paid quarterly and each member's assessment shall separately identify the fee to be paid to the Risk Manager. In the event a member changes its Risk Manager during a Fund Year, the Fund shall prorate the Risk Management fee.

ARTICLE IV - OPERATION OF THE FUND

General Operation:

1. The Fund shall be subject to and operate in compliance with the provisions of the Local Fiscal Affairs Law (N.J.S.A. 40A:5-1 et seq.), the Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq.) and regulations (including but not limited to N.J.A.C. 5:34) and the various statutes authorizing the investment of public funds, including but not limited to N.J.S.A. 40A:10-10 (b), 40A: 10-38, 17:12B-241 and 17:16L.
2. The Fund shall be considered a local unit for purposes of the Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq.) and shall be governed by the provisions of that law in the purchase of any goods, materials, supplies and services.
3. The Fund shall be operated with sufficient aggregate financial strength and liquidity to assure that all obligations will be promptly met. The Fund shall prepare a financial statement on a form acceptable to the Commissioner showing the financial ability of the Fund to meet its obligations. The members may, upon majority vote, request that the Commissioner order an examination of any Fund member which the Fund Commissioners/Executive Committee in good faith believes may be in a financial condition detrimental to other Fund members or to the public.
4. All monies, assessments, funds and other assets of the Fund shall be under the exclusive control of the Fund Commissioners.
5. The Fund shall adopt a resolution designating its fiscal year as January 1 through December 31st.

6. The Fund shall adopt a resolution designating a public depository or depositories for its monies pursuant to N.J.S.A. 40A:5-14. The resolution shall also designate a person to be custodian of funds for the Fund and shall authorize the custodian to invest temporarily free balances of any claim or administrative accounts periodically as authorized by law. The custodian of funds shall possess a Certified County Finance Officer certificate issued pursuant to N.J.S.A. 40A:9-140.2. The custodian shall quarterly report to the Fund Commissioners on investment and interest income.
7. All books, records, files, documents and equipment of the joint insurance fund are the property of the Fund and, except as provided at N.J.A.C. 11:15-2.21(e), shall be retained by the Fund Administrator at the discretion of the Fund Commissioners in accordance with a record retention program adopted by the Fund. All books, records, files and documents of the Fund shall be retained for not less than five years. The Fund shall also retain claims information as per N.J.A.C. 11:15-2.4(g).
8. The minimum Workers' Compensation contribution of the members shall be collectively at least \$250,000 for the Fund's first year and at least \$500,000 for each subsequent year of operation unless otherwise approved by the Commissioner.

Risk Management Plan:

1. The Fund Commissioners/Executive Committee shall prepare or cause to be prepared, a Risk Management Plan for the Fund including all information required in N.J.A.C. 11:15-2.6(e). The Risk Management Plan shall be adopted and approved by resolution of the Fund Commissioners/Executive Committee.
2. The Risk Management Plan and all amendments must be approved by the Commissioner and the Commissioner of the Department of Community Affairs before it takes effect.

Financial Statement And Reports:

1. The Fund Commissioners shall provide its members with periodic reports covering the activities and status of the Fund for the reporting period. The reports shall be made at least quarterly, and may be made more frequently at the direction of the Commissioners, and shall include, but not be limited to, the minutes, the Administrator's report, the Treasurer's report, and a summation of Fund activity, including comments on previously reported claims and newly reported claims, and any other information required by the Commissioners. The Treasurer's report shall include budget status, account balances, claims information, investment status, earnings and the costs of making investments. These reports shall also be submitted, with a copy of the minutes of the closed session, to the Department.
2. A sworn annual report in a form prescribed by the Commissioner shall be prepared by the Fund, filed with the Department and be made available to each Fund member not later than one hundred eighty (180) days after the end of each Fund year. The report shall be accompanied by an annual audited statement of the financial condition of the Fund prepared by the Auditor, and performed in accordance with generally accepted accounting principles and N.J.S.A. 40A:10-36 and these bylaws.
3. For the initial two fiscal years of the Fund, the Fund shall file with the Department unaudited statements of the financial condition of the Fund in a form acceptable to the Commissioner within 60 days of the end of each calendar quarter.
4. After the initial two years, the Fund shall file with the Department semi-annual unaudited statements of the financial condition of the Fund in a form acceptable to the Commissioner within

60 days after the end of each six month period. The semiannual report covering the six month period ending December 31 shall include a compilation of the results reported in the semiannual report for the period ending June 30 immediately preceding.

5. Such other information as may be required by the Department pursuant to N.J.A.C. 11:15-2.24.

Coverages:

The Fund may offer the following coverages to the members:

1. Workers' Compensation and Employer's Liability. The Workers' Compensation benefits levels will equal those required by the Workers' Compensation law and other applicable statutes. The Fund shall make payment to Workers' Compensation recipients in a timely fashion in accordance with the regulations of the Department of Banking and Insurance.
2. Liability other than Motor Vehicles
3. Property Damage including Motor Vehicle as well as comprehensive employee dishonesty including monies and securities.
4. Motor Vehicle Liability
5. Environmental impairment liability through membership in an Environmental Impairment Liability Fund.

Services:

The Fund may also provide its members with safety and loss control programs and may jointly purchase or lease, on behalf of its membership, safety and loss control services, training, equipment and apparatus, in connection with the provision of the coverage set forth above.

ARTICLE V - MEETINGS AND RULES OF ORDER

Meetings:

1. **Annual Organization Meeting:**

As soon as possible after the beginning of the year, the Fund Commissioners shall meet to elect officers and the Executive Committee, if any, to appoint professionals and servicing organizations and conduct such other business as is necessary. The time and place for the meeting shall be established by the Chairperson, and the Secretary shall send written notice to the clerks of participating local units at least two (2) weeks in advance.

2. **Business Meetings:**

The Fund Commissioners/Executive Committee shall establish an annual schedule of meetings to conduct the business of the Fund. All Fund Commissioners may attend open or closed sessions of the Executive Committee.

3. **Special Meetings:**

The Chairperson or three (3) Commissioners may call a special meeting by notifying the Fund's Secretary at least three (3) days in advance. The Secretary shall notify the Fund Commissioners/Executive Committee by telephone. If the Secretary is unable to reach a member as of forty-eight (48) hours before the meeting, the Secretary shall telephone another official of the member local unit using the following order: member's Clerk, Business Administrator.

4. **Quorum:**

The quorum for a meeting of Fund Commissioners shall be a majority of the Fund Commissioners.

- a. A quorum for Executive Committee meetings shall be four, including the Chairperson, Secretary and alternates.
- b. Whenever an election is required, the Fund Chairperson may cause a paper ballot to be mailed to each Fund Commissioner which shall be counted at a time and place established by the Chairperson. In the event the number of valid ballots is less than a quorum, the vote shall be null and void.
- c. The Secretary shall cause written minutes to be maintained of all Fund meetings, and shall cause the minutes to be made available to the commissioner upon request.

Conduct Of Meetings:

1. All meetings of the Fund shall be subject to the rules and regulations of the Open Public Meetings Act. (N.J.S.A. 10:4-6 et seq.)
2. Unless otherwise provided in these bylaws, or in the laws or regulations of the State of New Jersey, "Robert's Rules of Order" shall govern the conduct of all meetings.
3. Budget adoption, assessments, dividends and appointments shall require a vote of two-thirds of the full authorized membership of the Board of Fund Commissioners or Executive Committee as appropriate.

Amendments To The Bylaws:

1. Any commissioner may propose an amendment to the bylaws by filing the proposed amendment in writing with the Secretary.
2. Upon receipt of a proposed amendment, the Secretary shall notify the Chairperson who shall schedule a hearing to be held not more than forty-five (45) days from the date the amendment was filed. The Secretary shall notify in writing all Fund Commissioners of the hearing date and shall send all Fund Commissioners a copy of the proposed amendment.
3. The amendment is adopted by the Fund when the governing bodies of three-fourths (3/4) of the members approve the amendment within six (6) months of the hearing on the amendment. In the event Section 40A:10-43 is amended, the procedure and vote required by said statute as amended shall control. If after six (6) months the Secretary has not received written notice of approval from three-fourths (3/4) of the members the Secretary shall notify the members that time has expired for the adoption of the amendment.

4. If adopted, the amendment shall not take effect until approved by the Commissioner and the Commissioner of the Department of Community Affairs.

ARTICLE VI - BUDGETS

1. In November of each year, the Fund shall prepare the budget for the upcoming fiscal year. The budget shall identify the proposed items and amounts of expenditure for its operations, the anticipated amounts and sources of assessments and other income to be received during the fiscal year and the status of the self insurance or loss retention accounts. The budget shall be prepared on a basis that does not recognize investment income or discounting of claim reserves, but recognizes all anticipated or forecasted losses and administrative expenses associated with that fiscal year.
2. A copy of the Fund's proposed budget shall be made available to each member at least two (2) weeks prior to the time scheduled for its adoption. No budget shall be adopted until a hearing has been held in accordance with N.J.S.A. 40A:4-1 et. seq. giving all members the opportunity to present comments or objections.
3. Not later than December 31st of each year the Fund Commissioners/Executive Committee shall adopt the budget for the Fund's operation for the coming fiscal year.
4. A copy of the adopted budget and actuarial certification shall be filed with the Department and the Department of Community Affairs within 30 days of its adoption.
5. An adopted budget may be amended by Fund Commissioners/Executive Committee.
6. A copy of any amendment to the budget shall be filed with the Commissioner, the Commissioner of the Department of Community Affairs and the governing body of each member within 30 days of the adoption of any budget amendment which either singly or cumulatively with other adopted budget amendments changes the total budget five (5) percent from the original budget or the latest filed amended budget.

ARTICLE VII - ASSESSMENTS

Annual Assessment

1. In November of each year, the Executive Director/Administrator shall compute each member's assessments for the upcoming Fund year, which shall consist of an amount allocated for the administrative account plus specific assessment to establish and/or replenish the claim or loss retention trust fund account for each type of coverage provided by the Fund and in which such member participates.
2. The annual assessment of each participating local unit shall be its pro rata share of the Fund's budget for the upcoming year for each line of coverage provided to the member.
3. The calculation of pro rata shares shall be based on each member's manual premium by Fund year for that line of coverage. To the extent possible, the Fund shall use experience modification formulas in computing manual premiums. Unless otherwise approved by the Commissioner, the assessment for Worker's Compensation and Employer's Liability shall be based upon the experience rating plan provided for in the New Jersey Worker's Compensation and Employer's

Liability Insurance Manual on file with the Commissioner. The Fund Commissioners /Executive Committee may also adopt a capping formula which limits the increase in any member's assessment to the fundwide average increase plus a percentage established by the Fund Commissioners/Executive Committee.

4. The total amount of each member's annual assessment shall be certified by the Fund Commissioners/Executive Committee to the governing body of each participating local unit at least one (1) month prior to the beginning of the next fiscal year.
5. The annual assessment shall be paid to the Fund in installments, to be determined by the Fund Commissioners/Executive Committee which shall conform with N.J.A.C. 11:15-2.15(a).
6. The Treasurer shall deposit each member's assessment into the appropriate accounts, including the administrative account and the claim or loss retention Trust Fund account.
7. If a member joins the Fund or elects to participate in a line of coverage after the start of the Fund year, such member's assessments and supplemental assessments shall be reduced in proportion to that part of the year which had elapsed.

Supplemental Assessments:

1. The Fund Commissioners/Executive Committee shall levy upon the member local units additional assessments wherever needed or so ordered by the Commissioner to supplement the Fund's claim, loss retention or administrative accounts to assure the payment of the Fund's obligations.
 - a. All supplemental assessments shall be charged to the members by applicable Fund year, and shall be apportioned by that year's assessments for that line of coverage.
 - b. All members shall be given at least thirty (30) days advance written notice of the Fund's intention to charge an additional assessment.
 - c. Members shall have thirty (30) days to pay the Fund from the due date established by the Fund Commissioners/Executive Committee at the time any supplemental assessment is adopted. Whenever possible, the due date shall be no sooner than the beginning of the Fund's next fiscal year.
 - d. The Fund shall submit to the Commissioner and the Commissioner of Community Affairs a report of the causes of the Fund's insufficiency, the assessments necessary to replenish it and the steps taken to prevent a reoccurrence of such circumstances.

Failure Or Refusal To Provide Required Assessments:

Should any member fail or refuse to pay its assessments or supplemental assessments, or should the Fund fail to assess funds required to meet its obligations, the Chairperson or in the event by his or her failure to do so, the custodian of the Fund's assets, shall notify the Commissioner and the Commissioner of Community Affairs. Past due assessments shall bear interest at the rate of interest to be established annually by the Fund Commissioners/Executive Committee.

Insolvency And/Or Bankruptcy Of Fund Members:

The insolvency or bankruptcy of a member does not release the Fund, or any other member, of joint and several liability for the payment of any claim incurred by the member during the period of its membership, including, but not limited to, being subject to and liable for supplemental assessments.

ARTICLE VIII - REFUNDS

- A. Any monies for a Fund year in excess of the amount necessary to fund all obligations for that fiscal year as certified by an actuary may be declared to be refundable by the Fund in accordance to N.J.A.C. 11:15-2.21. The Fund shall submit a written notification to the Department and the Department of Community Affairs at least 30 days prior to the proposed refund.
- B. A refund for any fiscal year shall be paid only in proportion to the member's participation in the Fund for such year. Payment of a refund shall not be contingent on the member's continued membership in the Fund.
- C. The Fund may apply a refund to any arrearage owed by the member to the Fund. Otherwise, at the option of the member, the refund may be retained by the Fund and applied towards the member's next annual assessment.

ARTICLE IX EXCESS INSURANCE AND/OR REINSURANCE

- A. Consistent with N.J.A.C. 11:15-2.6(a)6, and N.J.A.C. 11:15-2.23 the Fund shall secure excess insurance or reinsurance in a form, in an amount and by an insurer, or other entity authorized to provide such coverage in New Jersey pursuant to law, acceptable to the Commissioner, if commercially available and unreasonably priced, as determined by the Fund Commissioners/Executive Committee for each Fund year, and as approved by the Department and the Department of Community Affairs.
- B. The policies of excess insurance and/or reinsurance issued by an insurer to the Fund shall provide single accident (single occurrence) excess insurance and aggregate excess insurance.
- C. Certificates of excess insurance and/or reinsurance showing policy limits, specific and aggregate retention, and other information shall be available for the inspection by each member and shall be filed with the Commissioner.
- D. Losses in excess of the established self-insured retention shall be borne by the excess carrier(s) according to the terms and conditions of the excess contract(s).
- E. Any proposed change in the terms or limits of excess insurance and/or reinsurance shall be submitted to the Department and the Department of Community Affairs for approval at least 30 days prior to the effective date of the proposed change.
- F. Notwithstanding, A through E above:
 - 1. The Fund is not required to maintain single accident (single occurrence) excess insurance if the Fund's single accident (single occurrence) limit of liability as set forth in its approved plan of risk management is equal to or less than its single accident (single occurrence) self-insured retention as approved by the Department.

2. The Fund is not required to maintain aggregate excess insurance if its accumulated budgeted losses pursuant to N.J.A.C. 11:15-2.23(g) qualify the Fund for an exemption pursuant to N.J.A.C. 11:15-2.23 (f), or the Fund maintains an excess loss contingency balance in the Claims Account in conformance with N.J.A.C. 11:15-2.23(f).

ARTICLE X - TRUST FUND ACCOUNTS, INVESTMENTS AND DISBURSEMENTS

Establishment Of Trust Fund Accounts

1. By resolution, the Fund shall designate a public depository or depositories for its monies pursuant to N.J.S.A. 40A:5-14. The resolution shall also designate a person to be custodian of funds for the Fund and shall authorize the custodian to invest temporarily free balances of any claim or administrative accounts periodically as authorized by law.
2. Consistent with N.J.A.C. 11:15-2.13, the Fund shall establish a separate Trust Fund Account from which monies shall be disbursed solely for the payment of claims, allocated claim expenses and excess insurance or reinsurance premiums designated as the Claims or Loss Retention Fund Account.
 - a. Other than for claims, allocated claims expense, or excess insurance premiums, no transfers or withdrawals may be made from a claim or loss retention account without the prior written approval of the Commissioner except that refunds must be made in accordance with N.J.A.C. 11:15-2.21.
 - a. The Fund shall maintain accounting records allocating all income, disbursements, and assets in the Claims account by line of coverage and by Fund year. Accounting records for closed Fund year(s) shall be allocated by member. Accounting records for loss fund contingency or excess loss contingency shall also be allocated by member.
3. The Fund shall also establish an administrative account which shall be utilized for payment of the Fund's general operating expenses, loss prevention activities, data processing services, and general legal expenses. The Fund shall maintain accounting records for the administrative account per 2(b) above.

Investments

1. The balance of any account shall be invested to obtain the maximum interest return practical. All investments shall be in accordance with the Fund's cash management plan and consistent with the statutes and rules governing the investment of public funds by local governments and pursuant to N.J.S.A. 40A:10-10b.
2. The investment and interest income earned by the investment of the assets of each claim or loss retention account shall be credited to each account.
3. The investment and interest income earned by investment of the assets of the administrative account shall be credited to that account.

Disbursements

1. Prior to any commitment or agreement requiring the expenditure of funds, the custodian of the Fund's assets shall certify as to the availability of sufficient unencumbered funds to fully pay all charges or commitments to be accepted.
2. All disbursements, payments of claims or expenditure of funds must be approved by a majority vote of the Fund Commissioners/Executive Committee.
3. Notwithstanding numbers 1 and 2 above, the Fund may provide for the expedient resolution of certain claims by designating the Fund's Administrator or service organization as a "certifying and approving officer" pursuant to N.J.S.A. 40A:5-17. The Fund may authorize the certifying and approving officer to approve for payment any specified claims in an amount not to exceed an amount approved by the Commissioner in the Plan of Risk Management. The Fund shall establish such other procedures and restrictions on the exercise of this authority as the Fund deems appropriate.
4. Upon approval, the certifying and approving officer shall certify the amount and particulars of such approved claims to the custodian of the Fund's assets, directing that a check for payment be prepared.
5. Each month, the certifying and approving officer shall prepare a report of all claims approved since the last report, detailing the nature and the amount of the claim, the payee, the reasons supporting payment and any other pertinent information. This report shall be reviewed and approved or rejected by vote of the Fund Commissioners/Executive Committee at their next regularly scheduled meeting. If any payment is not approved, appropriate action shall be taken.
6. All requests for payments must be accompanied by a detailed bill of items or demand, specifying particularly how the bill or demand is made up, with the certification of the party claiming payment that it is correct, and shall be certified by an officer or duly designated agent or employee of the Fund having knowledge of the facts that the goods have been received by, or the services rendered to the Fund. In the case of claims or losses to be charged against any loss fund, the Fund's claims administrator shall certify as to the claims correctness and validity.
7. All claims shall be paid by check. The checks shall be signed by two persons so designated by the Fund Commissioners/Executive Committee. Payment of claims may be made by wire transfer.
8. All claims or other disbursements approved for payment by the Fund shall be recorded in a claims register maintained by the custodian of the Fund's assets.

ARTICLE XI - CONFLICT OF INTEREST

- A. All officials or employees of a member local unit or any members of the family of such officials or employees shall comply with N.J.S.A. 40A: 22.1 *et. seq.* (The "Local Government Ethics Law").

ARTICLE XII - VOLUNTARY DISSOLUTION OF THE FUND

- A. If the Fund Commissioners/Executive Committee deem it in the best interest of the members to dissolve the Fund, they shall by majority vote direct that a written Plan of Dissolution be prepared.

- B. The Plan of Dissolution must provide for the payment of all unexpired losses of the Fund and its members, including all incurred but not reported losses, as certified by an actuary, before any assets of the Fund or the trust fund accounts may be used for any other purpose.
- C. Upon completion of the plan, the Chairperson shall call a general meeting of all Fund Commissioners/Executive Committee who shall review the plan and make any appropriate amendments. By majority vote, the Fund Commissioners may recommend to the members that the Fund be dissolved in accordance with the Plan of Dissolution.
- D. A majority of the governing bodies of the members must by resolution vote to accept the Plan of Dissolution in order to dissolve the Fund.
- E. Such Plan of Dissolution shall contain a statement of the Fund's current financial condition computed both on a statutory basis and according to generally accepted accounting principles as attested to by an independent certified accountant.
- F. The Plan of Dissolution and other such information as may be required, must be filed with and approved in writing by the Commissioner and the Commissioner of the Department of Community Affairs not later than 90 days prior to the proposed effective date of dissolution.

ARTICLE XIII - CLAIMS HANDLING PROCEDURE

Claims Reporting:

Upon receipt of the initial notice of a claim, the member shall immediately forward the notice of claim and any other information available to the claims administrator and, where appropriate, to the Fund's attorney for initial contact, investigation, court actions or other appropriate response.

Registration Of Claims:

Upon receipt of initial notice of claim, whether by service of process, notice of claim or petition or otherwise, the claims administrator shall cause each claim to be numbered, and to be included on a monthly report to the Executive Director. The monthly report shall set forth the name of the claimant, the nature of the claim, the type insurance coverage claimed against, and to the extent known, an approximate estimate of the magnitude of the potential loss. This report shall be considered confidential.

Notice Of Request for Settlement Authority:

Whenever an investigation discloses that the prompt, fair and equitable settlement of a claim is appropriate and possible, and such settlement exceeds the authority of the claims administrator, the claims administrator shall submit to the fund administrator for review at a Fund Commissioners/Executive Committee meeting, a request for settlement authority. This notice shall be on forms approved by the Fund Commissioners/Executive Committee and shall set forth identifying information concerning the claim, recommendations where appropriate concerning the legal liability of the Fund, a summary of investigative work concerning the merits of the claim and the reasons underlying the recommended settlement authority.

Approval Of Payments And Settlements:

Whenever the Fund shall make any payment or settlement of any claim, a notation thereof identifying the claim, and the amount paid shall be entered upon a ledger of claims paid.

ARTICLE XIV - COMPLAINT HANDLING PROCEDURE

- A. Whenever any interested party shall submit a complaint in writing to the Fund, the executive director/administrator, or any member of the Fund, a copy thereof shall be forthwith communicated to the Fund Commissioners/Executive Committee for consideration at its next regularly scheduled meeting.
- B. At said meeting the Fund Commissioners/Executive Committee shall consider the complaint, and by recorded vote take such action as might be appropriate.
- C. The complaining party, and the Fund Commissioner from the local unit shall receive written notice of the Fund Commissioners/Executive Committee findings. The written notice to the complaining party, may where appropriate, include an opportunity for the complaining party to have a hearing concerning his/her complaint before the Fund Commissioners/Executive Committee.
- D. The Fund shall keep a separate record of all complaints received and the disposition of same.
- E. If the complaining party is dissatisfied with the Fund Commissioners/Executive Committee's decision, the complaining party may appeal this determination to the independent appeal organization or arbitrator designated by the Fund annually.
- F. If the complaining party is dissatisfied with the determination of the independent appeal agency or arbitrator, the complaining party may exercise any remedies provided by law.

ARTICLE XV - OTHER CONDITIONS

Inspection And Audit:

The Fund shall be permitted but not obligated to inspect, at any reasonable time, the workplaces and operations of each member covered by this agreement. Neither the right to make inspections nor the making thereof nor any report thereon shall constitute an undertaking on behalf of or for the benefit of the member or others, to determine or warrant that such workplaces, operations, are safe or healthful, or are in compliance with any law, rule or regulation.

The Fund shall be permitted to examine and audit the member's payroll records, general ledger, disbursements, vouchers, contracts, tax reports and all other books, documents and records at any reasonable time as far as they show or tend to show or verify the amount of remuneration or other premium basis, or relate to the subject matter of this agreement.

Notice Of Injury:

When an injury occurs, written notice shall be given by or on behalf of the member to the Fund or any of its authorized agents as soon as practical. Such notice shall contain particulars sufficient to identify the member and also reasonably obtainable information respecting the time, place and circumstances of the injury, the names and addresses of the injured and of available witnesses.

Notice Of Claim Or Suit:

If claim is made or formal petition or a suit or other proceedings are brought against the member, it shall immediately forward to the Fund every demand, notice, summons or other process received by the member or its representative.

Assistance and Cooperation Of The Participant:

The member shall cooperate with the Fund, and upon the Fund's request, shall attend hearings and trials and shall assist in effecting settlements, securing and giving evidence, obtaining the attendance of witnesses and in the conduct of suits or proceedings. The member shall not, except at its own cost, voluntarily make any payment, assume any obligation or incur any expense other than for such immediate medical and other services at the time of injury as are required by the Workers' Compensation Law.

Action Against Fund:

No action shall lie against the Fund unless, as a condition precedent thereto, the Member shall have fully complied with all the terms of this agreement, not until the amount of the member's obligation to pay shall have been finally determined either by judgment against the member after actual trial or by written agreement of the member, the claimant and the Fund. Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this agreement to the extent of the protection afforded by this agreement. Nothing contained in this agreement shall give any person or organization any right to join the Fund as a co-defendant in any action against the member to determine the member's liability.

Bankruptcy or insolvency of the member shall not relieve the Fund of any of its obligations.

Subrogation:

In the event of any payment under the agreement, the Fund shall be subrogated to all rights of recovery therefore of the member and any person entitled to the benefits of this agreement against any person or organization and the Member shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The member shall do nothing after loss to prejudice such rights.

Conformance With Statute:

In the event any portion of these bylaws conflict with any statute or administrative regulation covering joint insurance funds, the provision of any such regulation shall control to the extent it conflicts.

THUS DONE, READ AND PASSED in my office in _____, state of New Jersey.

NEW JERSEY COUNTIES EXCESS JOINT INSURANCE FUND

A. 5

RESOLUTION AMENDING A CONTRACT WITH CIVIL SOLUTIONS IN AN AMOUNT NOT TO EXCEED \$4,130.00 RESULTING IN A NEW CONTRACT AMOUNT NOT TO EXCEED \$217,214.09

WHEREAS, the Board of Chosen Freeholders of the County of Gloucester adopted a Resolution on January 21, 2015, authorizing the execution between the County of Gloucester ("Gloucester") and CIVIL SOLUTIONS, A DIVISION OF ADAMS, REHMANN & HEGGAN ASSOCIATES, with offices at 850 South White Horse Pike, Hammonton, NJ 08037, (hereinafter "Vendor"), for the provision of professional engineering and surveying services for tax map maintenance; and

WHEREAS, the Tax Assessing Department in conjunction with the Vendor have determined that additional GIS Software and system upgrade support is necessary for complete tax map maintenance; and

WHEREAS, this Resolution will authorize and approve an Amendment to the original contract, resulting in an increase in an amount not to exceed \$4,130.00 for the additional services to be provided under original RFP-14-052; resulting in a new contract amount not to exceed \$217,214.09; and

WHEREAS, notwithstanding the status of this Amendment as open ended, the Purchasing Agent has certified the availability of funds in the amount of \$4,130.00 pursuant to CAF#15-08843, which amount shall be charged against budget line item #5-01-20-151-001-20653; and

WHEREAS, all terms and provisions of the original Contract that are not amended herein shall remain 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 be and is hereby authorized to execute and the Clerk of the Board be and is hereby authorized to attest to an amendment to the Contract between the County of Gloucester and Civil Solutions, A Division of Adams, Rehmann & Heggan Associates to increase the Contract by an amount not to exceed \$4,130.00 resulting in a revised Contract amount not to exceed \$217,214.09.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, November 4, 2015, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

**CHAD M. BRUNER,
ADMINISTRATOR/CLERK OF THE BOARD**

AS

**AMENDMENT TO A CONTRACT
BETWEEN
THE COUNTY OF GLOUCESTER
AND
CIVIL SOLUTIONS
A DIVISION OF ADAMS, REHMANN & HEGGAN ASSOCIATES**

THIS is an amendment to a Contract dated January 21, 2015 between the County of Gloucester ("Gloucester") and CIVIL SOLUTIONS, A DIVISION OF ADAMS, REHMANN & HEGGAN ASSOCIATES, with offices at 850 South White Horse Pike, Hammonton, NJ 08037, (hereinafter "Vendor"), for the provision of professional engineering and surveying services for tax map maintenance.

In further consideration of the mutual promises made by and between Vendor and County in the above-described Contract for the provision of professional engineering and surveying services for tax map maintenance, Vendor and County hereby agree to amend the Contract as follows:

This Amendment will result in an increase to the original Contract in an amount not to exceed \$4,130.00 for the additional services to be provided under CAF-15-08843, and Vendor's correspondence dated July 31, 2015 and amending the terms of RFP-014-052; bringing the revised contract amount to a maximum of \$217,214.09.

All other terms and provisions of the Contract that are consistent with this Addendum shall remain in full force and effect.

THIS AMENDMENT is effective as of the 20th day of October, 2015.

ATTEST:

COUNTY OF GLOUCESTER

**CHAD M. BRUNER,
ADMINISTRATOR/CLERK OF THE BOARD**

**ROBERT M. DAMMINGER,
DIRECTOR**

ATTEST:

**CIVIL SOLUTIONS – A DIVISION OF
ADAMS, REHMANN & HEGGAN
ASSOCIATES**

**RICHARD REHMANN, VICE
PRESIDENT**

AS

COUNTY OF GLOUCESTER
P. O. Box 337
Woodbury, N. J. 08096

Certificate of Availability of Funds

TREASURER'S NO. 15-0 8843 DATE October 20, 2015

5-01-20-151-001-20653

BUDGET NUMBER - CURRENT YR _____ B _____ DEPARTMENT Assessment Office

\$4,130.00

AMOUNT OF CERTIFICATION _____ COUNTY COUNSEL Eric Campo

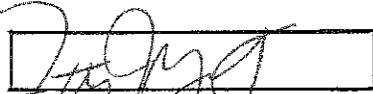
DESCRIPTION: Amendment to contract with Civil Solutions RFP-014-052 for provision of profession engineering and surveying services tax map maintenance GIS software upgrade bringing revised contract amount to a maximum of \$217,214.09

VENDOR: Civil Solutions - A Div of ARH

ADDRESS: 850 S. White Horse Pike / PO Box 579

Hammonton NJ 08037

 _____
DEPARTMENT HEAD APPROVAL

APPROVED 
PURCHASING AGENT

RETURNED TO DEPARTMENT
 NOT APPROVED

DATE PROCESSED 10-22-15

Meeting Date: Nov 4, 2015



Civil Solutions
a division of *arh*

Simplifying GIS
through Innovation

Geospatial System Design
Systems Integration
Application Development
Digital Mapping
Database Administration
.NET & Java Coding
ArcGIS Server Support
Software & Training
Technical Support

850 S White Horse Pike
PO Box 579
Hammonton, NJ
08037-2019
Tel 800.924.0482
Fax 609.704.8011

www.civilsolutions.biz

Serving New Jersey's
GIS Community from:

Hammonton, NJ
Newark, NJ
Bloomfield, NJ

July 31, 2015

William R Taylor
Director – Information Technology
Gloucester County
120 North Delsea Drive
Clayton, New Jersey 08312

Re: GIS Software and System Upgrade Support
CS #15-0505

Bill:

Civil Solutions is pleased to present this proposal for your consideration in response to your request.

We will provide an experienced Enterprise GIS technician to assist you and your technical staff for on-going GIS software and system upgrade support for the County's enterprise GIS system. Based upon our previous conversations, we assume all relevant software, keycodes, data, hardware and personnel resources will be provided in order to complete our work. It is our understanding that the scope of work is limited to Esri technology only.

Civil Solutions has allocated a budget of \$4,130.00 to complete the work. We will work with the Counties IT staff to work through the hardware & software setup and perform testing to ensure all connectivity is working.

An optional cost, for data cleanup and file structure updates, of \$4,780.00 has been allocated if you choose. We will work with the Planning\GIS staff along with the IT staff to review, document and reorganize the County data and help facilitate the migration into the new system.

We are pleased that you are considering Civil Solutions as your Enterprise GIS Implementation Team and look forward to working with you and Gloucester County on this effort.

Please contact me at (800) 924-0482 x206 if you have any questions or need any additional information.

Sincerely,

Donald A Smith III
Senior GIS Specialist

Enclosure(s):

cc: [Name(s)]

DAS/ds
w:\proposals\arh\2015\0505\2015 it support.docx

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RESOLUTION AUTHORIZING A SHARED SERVICES AGREEMENT WITH THE BOARD OF EDUCATION OF THE SPECIAL SERVICES SCHOOL DISTRICT AND THE VOCATIONAL SCHOOL DISTRICT OF THE COUNTY OF GLOUCESTER FOR THE SERVICES OF A QUALIFIED PURCHASING AGENT

WHEREAS, the County of Gloucester has been in discussions to share various services so as to mutually and respectively reduce the cost of providing such services between the County and the Board of Education of the Special Services School District and the Vocational School District of the County of Gloucester ("Board"); and

WHEREAS, the Board needs a Qualified Purchasing Agent ("QPA") so as to comply with the New Jersey Local Finance Notice 2011-15, Public Schools Contracts Law and Local Public Contracts Law; and

WHEREAS, the County is willing to provide the services of its QPA, Peter Mercanti; and

WHEREAS, the Board shall pay the County the yearly sum of \$30,000.00 for the QPA services and this fee shall be paid quarterly (\$7,500.00), with the cost shared evenly between Gloucester County Special School District and Gloucester County Vocational-Technical School District (\$15,000.00 each annually and \$3,750.00 quarterly); and

WHEREAS, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq., specifically authorizes Gloucester County and governmental entities to enter into Shared Services Agreements with other governmental entities; and

WHEREAS, the details are specified in the attached Shared Services Agreement.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that the Director of the Board be and is hereby authorized to execute and the Clerk of the Board be and is hereby authorized to attest to a Shared Services Agreement with the Board of Education of the Special Services School District and the Vocational School District of the County of Gloucester for the provision of purchasing services from November 1, 2015 through October 31, 2025, with the ability to terminate the agreement after December 31, 2016 in accordance with the terms included in the attached agreement; and

BE IT FURTHER RESOLVED, that County Counsel and Administration are hereby authorized to negotiate the final terms of the Agreement authorized by this Resolution, provided that the Agreement in final form is in substantially the same form as approved by this Resolution.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, November 4, 2015, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

**CHAD M. BRUNER
ADMINISTRATOR/CLERK OF THE BOARD**

A-6

**SHARED SERVICES AGREEMENT BETWEEN THE COUNTY OF
GLOUCESTER AND BOARD OF EDUCATION OF THE SPECIAL SERVICES SCHOOL
DISTRICT AND THE VOCATIONAL SCHOOL DISTRICT OF THE COUNTY OF
GLOUCESTER**

This Uniform Shared Services Agreement ("Shared Services Agreement"), dated this 21st day of October, 2015, by and between the **County of Gloucester**, a body politic and corporate of the State of New Jersey (hereinafter the "County"), and the **Board of Education of the Special Services School District and the Vocational School District of the County of Gloucester** (hereinafter "the Board").

RECITALS

WHEREAS, this Agreement, pursuant to N.J.S.A. 40A:65-1 et. seq., shall be for the purpose of providing qualified purchasing agent ("QPA") services by the County to the Board so as to permit the Board to comply with the provisions N.J.S.A. 40A:11-9 commonly referred to as the Qualified Purchasing Agent Law, and to continue to develop best practices at the Board consistent with the Local Public Contracts Law, N.J.S.A. 40A:11-1 et. seq., and Public Schools Contracting Law, N.J.S.A. 18A-1 et. seq., and

WHEREAS, the Board desires to comply with the provisions of New Jersey Local Finance Notice regarding the updated Qualified Purchasing Act Law (LFN 2011-15, dated May 5, 2011), which provides that a QPA may be appointed through a "shared services agreement", and which the County is in full compliance with; and

WHEREAS, the Board desires to pay the County for said QPA services, thereby avoiding hiring a new employee; and

WHEREAS, the County desires to provide the services of its QPA, Peter Mercanti, to the Board so as to provide efficient government services and continue the County's effort of providing the highest quality of administrative services.

NOW, THEREFORE, in consideration of the foregoing and subject to the terms and conditions of the following, the parties hereto agree as follows:

AGREEMENT

1. The County's QPA is designated and appointed the statutorily authorized and recognized Qualified Purchasing Agent (QPA) for the Board.
2. The duly licensed QPA shall carry out, supervise and direct all public purchasing activities with the departments and offices of the Board.
3. The QPA shall assess the public purchasing system of the BOARD and the purchasing needs, practices and audit controls of the County (with specific focus on compliance with the Local Public Contracts Law and Public School Purchasing Laws). The QPA shall make recommendations and issue procedures to save County taxpayers money.
4. An employee of the County designated by the QPA is to be present at the Board fulltime 5 days per week to facilitate QPA activities at the Board.

5. The QPA and the employee designated by the QPA to work full time at the Board shall report to Michael Dicken, Superintendent or his designee, regarding Board's activities.

6. The Board shall indemnify and hold harmless the County, and by extension, the QPA, from any purchases made in violation, by the Board, of the Local Public Contracts Law and Public Schools Contract Law.

It is further Agreed that:

7. This Agreement shall cover the provision of QPA services, described herein, for a ten year period of November 1, 2015 to October 31, 2025. However, either party may terminate this Agreement on December 31, 2016 with a minimum 60 days notice to the other party. After December 31, 2016 either party may terminate this Agreement with a minimum of 90 days notice to the other party, provided that all fees are paid as required herein.

This Agreement shall renew for another 10 year term by mutual written consent.

8. The Board shall pay the County the yearly sum of \$30,000.00 for the QPA services and this fee shall be paid quarterly (\$7,500.00), with the cost shared evenly between Gloucester County Special School District and Gloucester County Vocational-Technical School District (\$15,000.00 each annually and \$3,750.00 quarterly).

The parties hereto agree to be bound by the provisions of this Agreement and shall deal fairly with the other in all matters relating to this Agreement.

ATTEST:

COUNTY OF GLOUCESTER

**CHAD M. BRUNER,
ADMINISTRATOR/CLERK OF THE BOARD**

**ROBERT M. DAMMINGER,
DIRECTOR**

ATTEST:

**BOARD OF EDUCATION OF THE SPECIAL
SERVICES SCHOOL DISTRICT AND THE
VOCATIONAL SCHOOL DISTRICT OF
THE COUNTY OF GLOUCESTER**

MICHAEL C. DICKEN, SUPERINTENDENT

A.7

RESOLUTION AUTHORIZING A SHARED SERVICES AGREEMENT WITH WASHINGTON TOWNSHIP FOR THE USE OF EQUIPMENT

WHEREAS, the Township of Washington (hereinafter the "Township"), located in the County of Gloucester, has a need for use of the 2 dump truck 8 cubic yards for the Township's leaf collection; and

WHEREAS, the County of Gloucester (hereinafter the "County") owns 2 dump trucks, 8 cubic yards; and

WHEREAS, the Township has requested from the County the use of the 2 dump trucks, 8 cubic yards for the Township's leaf collection; and

WHEREAS, the Township shall pay the County \$338.00 per truck per day (based on the FEMA rate of \$42.25 for 8 hours; and

WHEREAS, the County and the Township desire to enter into an agreement for the purpose of the use of the 2 dump trucks, and the relationship in this context of the parties, consistent with the terms and provisions of the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1, et seq., (hereinafter the "Act"); and

WHEREAS, the Act specifically authorizes local government units, including counties and municipalities, to enter into agreements for the provision of shared services.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County that the Director be and is hereby authorized to execute and the Clerk of the Board be and is hereby authorized to attest to the Shared Services Agreement between the County and the Township for use of the 2 dump trucks, 8 cubic yards for a period of two months from November 4, 2015.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, November 4, 2015, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

**CHAD M. BRUNER,
ADMINISTRATOR/CLERK OF THE BOARD**

A7

SHARED SERVICES AGREEMENT

by and between the
COUNTY OF GLOUCESTER, NEW JERSEY
AND
THE TOWNSHIP OF WASHINGTON
FOR
THE PROVISION OF SHARING EQUIPMENT

Dated: November 4, 2015

Prepared by: Matthew P. Lyons,
County Counsel

SHARED SERVICES AGREEMENT

THIS SHARED SERVICES AGREEMENT ("Shared Services Agreement"), dated this 4th day of November, 2015, by and between the County of Gloucester ("County"), and the Township of Washington ("Township"):

RECITALS

1. The County is a body politic and corporate of the State of New Jersey with main offices located at Two S. Broad Street, Woodbury, NJ 08096;
2. The Township of Washington ("Township") is a municipal corporation of the State of New Jersey with offices located at 523 Egg Harbor Road, Turnersville, NJ 08012;
3. The County maintains equipment that could from time to time be needed by and beneficial to the Township. The equipment will remain the property of the County;
4. The Township has a need from time to time for such equipment;
5. The Township desires to utilize the equipment of the Municipality to provide such services as needed and as will generally advance the purposes of the Township;
6. It is the intention of the parties to enter into an agreement pursuant to which the County will provide equipment for use by the County;
7. N.J.S.A. 40A:65-1 et seq., specifically authorizes local governmental units to enter into shared services agreements.

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

AGREEMENT

A. DESCRIPTION OF SERVICES.

The County shall provide two dump trucks, eight cubic yards to the Township for use for leaf collection in the Township.

B. PARTIES' RESPONSIBILITIES.

1. The Township shall inform the County on a daily basis when the trucks will be in use.

2. The County will provide two dump trucks, 8 cubic yards.

C. COST OF SERVICES.

The Township shall pay to the County, the cost of the use of the dump trucks which shall be \$338.00 per day per truck (based on the FEMA rate of \$42.25 an hour for 8 hours).

D. DURATION OF AGREEMENT.

This Agreement shall be effective for a period of two months beginning November 4, 2015.

E. TERMINATION.

This Agreement may be terminated, upon written notice to the other party or parties, as appropriate, as follows:

1. If, through any cause, a party shall fail to fulfill in timely and proper manner its obligations under this Agreement, or if a party shall violate any of the covenants, agreements, or stipulations of this Agreement, the aggrieved party shall thereupon have the right to terminate this Agreement upon giving written notice of such termination to the violating party;
2. A party may terminate this Agreement for public convenience at any time by a notice in writing to the other party or parties, as appropriate;
3. Termination shall not operate to affect the validity of the indemnification provisions of this Agreement, nor to prevent either party from pursuing any other relief to which it may be entitled pursuant to the terms of this Agreement.

F. LIMITATION OF DELEGATION; INDEMNIFICATION; INSURANCE.

Neither County nor Township intends by this Shared Services Agreement to create any agency relationship other than that which may be specifically required by the Act for the limited purpose of providing the services in connection with the project described in this Shared Services Agreement.

Notwithstanding any such agency relationship which may be created by the Act, the Township and the County hereby specifically agree to indemnify and hold each other harmless with regard to any claim of any kind, and with regard to cost for the same (including, without limitation, counsel fees, experts' costs, court costs and the like), arising out of any act or omission by them and/or any of its agents or employees in connection with the performance of the services which are the subject of this Shared Services Agreement.

The Township and the County represent that they maintain General Liability and all other necessary and appropriate insurances related to the work to be performed, and the use to be made of the completed project. Simultaneously with the execution of this Shared

Services Agreement, the Township and the County shall provide to the other Certificates of Insurance for the relevant policies, and shall provide that each is named as an additional insured on such policies. The said insurance policies and coverage shall be acceptable to the County and the Township in their sole discretion.

G. COMPLIANCE WITH LAWS AND REGULATIONS.

County and the Township agree that they will at their own cost and expense promptly comply with, or cause to be complied with, all laws, rules, regulations and other governmental requirements which may be applicable to its performance of the services described in this Agreement.

H. NO ADDITIONAL WAIVER IMPLIED BY ONE WAIVER.

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

I. NO PERSONAL LIABILITY.

No covenant, condition or agreement contained in this Shared Services Agreement shall be deemed to be the covenant, condition or agreement of any past, present or future officer, agent or employee of the County, the Township, in his or her individual capacity, and neither the officers, agents or employees of the County or the Township, nor any official executing this Shared Services Agreement shall be liable personally on this Shared Services Agreement by reason of the execution hereof by such person or arising out of any transaction or activity relating to this Shared Services Agreement.

J. MISCELLANEOUS.

1. **Amendment.** This Shared Services Agreement may not be amended or modified for any reason without the express prior written consent of the parties hereto.
2. **Successors and Assigns.** This Shared Services Agreement shall inure to the benefit of and shall be binding upon the County, the Township and their respective successors and assigns.
3. **Severability.** In the event that any provision of this Shared Services Agreement shall be held to be invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.
4. **Counterparts.** This Shared Services Agreement may be simultaneously executed in several counterparts, each of which shall constitute an original document and all of which shall constitute but one and the same instrument.

5. **Entire Agreement.** This Shared Services Agreement sets forth all the promises, covenants, agreements, conditions and undertakings between the parties hereto with respect to the subject matter hereof, and supersedes all prior or contemporaneous agreements and undertakings, inducements, or conditions, express or implied, oral or written between the parties hereto.
 6. **Further Assurances and Corrective Instruments.** The County and the Township shall execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Project or to correct any inconsistent or ambiguous term hereof.
 7. **Headings.** The Article and Section headings in this Shared Services Agreement are included herein for convenience of reference only and are not intended to define or limit the scope of any provision of this Shared Services Agreement.
 8. **Non-Waiver.** It is understood and agreed that nothing which is contained in this Shared Services Agreement shall be construed as a waiver on the part of the parties, or any of them, of any right which is not explicitly waived in this Shared Services Agreement.
 9. **Governing Law.** The terms of this Shared Services Agreement shall be governed by and construed, interpreted and enforced in accordance with the laws of the State of New Jersey.
- K. **EFFECTIVE DATE.** This Agreement shall be effective as of this 4th day of November, 2015, which date shall be considered the commencement date of this Agreement, and which effective date shall be so designated in authorizing resolutions to be adopted by the parties to this Shared Services Agreement.

ATTEST:

COUNTY OF GLOUCESTER

 CHAD M. BRUNER,
 ADMINISTRATOR/CLERK OF THE BOARD

 ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

TOWNSHIP OF WASHINGTON

 JILL S. MCCREA, CLERK

 BARBARA WALLACE, MAYOR

A-8

RESOLUTION IN SUPPORT OF THE GATEWAY PROJECT

WHEREAS, the Northeast Corridor is the busiest rail line in the Western Hemisphere, playing an essential role in the regional economy as a vital link for millions of residents, workers and visitors; and

WHEREAS, the Northeast Corridor is crucial to transporting New Jersey residents, business people and tourists between Washington, D.C., and Boston via key regional stations at Philadelphia 30th Street Station, Trenton Transit Center, Newark Airport, Newark Penn Station and New York Penn Station; and

WHEREAS, the Hudson River tunnels carry 200,000 Amtrak and NJ Transit rail passengers in and out of New York City each weekday, representing a tripling of ridership since 1990; and

WHEREAS, current and projected demand for both Amtrak and NJ Transit exceed the capacity of the existing infrastructure between Newark and New York City; and

WHEREAS, the Northeast Corridor requires very significant repairs and upgrades along the two-track stretch between Newark and New York City, including aging bridges and 100-year old tunnels under the Hudson River; and

WHEREAS, outmoded infrastructure, particularly the Hudson River tunnels and the Portal Bridge over the Hackensack River, is causing frequent, extensive delays along the Northeast Corridor; and

WHEREAS, the Hudson River tunnels flooded for the first time in their 100-year history during Superstorm Sandy, leaving behind salt that is eating away at the reinforcing steel and concrete along with the electrical and signal systems. Amtrak has announced that each of the Hudson River tunnel tubes will need to be closed for a year or more at a time within the next 15 to 20 years to conduct extensive repairs; and

WHEREAS, if new tunnels are not yet in place, the closures of the existing tunnels will reduce train traffic by an estimated 75% at peak times, forcing tens of thousands of riders to find alternatives means of travel in and out of Manhattan, and causing huge disruptions for all who cross the Hudson, whether by train, bus, ferry or car; and

WHEREAS, preserving and expanding rail capacity is critical to giving the metropolitan region's trillion dollar economy a chance to grow and keep pace with global cities that are investing far more in their transit infrastructure; and

WHEREAS, the Gateway program proposed by Amtrak, estimated to cost \$20 billion, would build two new Hudson River tunnel tubes and several bridges, expand Penn Station, and add two new tracks between Newark and New York, thus doubling trans-Hudson rail capacity.

NOW THEREFORE BE IT RESOLVED that the governments of the states of New Jersey and New York must work together with the federal government to assign a lead entity to shepherd the Gateway Trans-Hudson Tunnel project, and determine the funding strategy to design and build the project with all haste and expediency; and

AND BE IT FURTHER RESOLVED that the County of Gloucester does urge the governments of the United States, New York and New Jersey to agree on a plan to fund the design, engineering and construction of the Gateway Project.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, November 4, 2015 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

CHAD M. BRUNER,
ADMINISTRATOR/CLERK OF THE BOARD

B-1

RESOLUTION AUTHORIZING THE ACCEPTANCE OF THE FFY 2015 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, 2015 TO AUGUST 31, 2018

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 FFY15 Homeland Security Grant \$100,000.00, from September 1, 2015 to August 31, 2018; 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 2015 Homeland Security Grant Program in the total amount of \$100,000.00, from September 1, 2015 to August 31, 2018; and

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, November 4, 2015 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

**CHAD M. BRUNER,
ADMINISTRATOR/CLERK OF THE BOARD**

GRANT FUNDS \$ 100,000.00

CASH MATCH _____
(Attach Documentation)

IN-KIND MATCH _____

TOTAL PROGRAM BUDGET: \$ 100,000.00

15. DID YOU READ THE GRANT/CONTRACT AND UNDERSTAND ITS TERMS?
YES x 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

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



CHRIS CHRISTIE
GOVERNOR

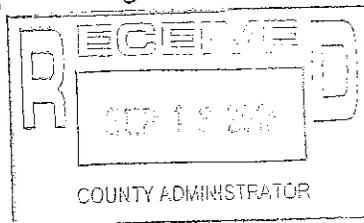
KIM GUADAGNO
LT. GOVERNOR

State of New Jersey
Office of Homeland Security and Preparedness
PO Box 091
TRENTON, NJ 08625-0091

CHRIS RODRIGUEZ
DIRECTOR

Ask Beth what I need to do

September 10, 2015



Mr. Chad M. Bruner
Gloucester County Administrator
Courthouse
P.O. Box 337
Woodbury, NJ 08096

RE: FFY15 State Homeland Security Program (SHSP-Local Share)
(CFDA #97.067, Award #EMW-2015-SS-00039-S01)

Dear County Administrator Bruner:

The New Jersey Office of Homeland Security and Preparedness (OHSP) is pleased to advise you that Gloucester County has been awarded \$100,000.00 for county projects from the federal FFY15 SHSP. The main purpose of this funding is to build, maintain and sustain national preparedness capabilities.

This total, \$100,000.00, will be available to reimburse the subrecipient for its allowable expenditures upon the completion of the requirements listed below.

- 1.) Return of a signed FFY15 Grant Agreement and required attachments (A through E) by October 15, 2015, to Mr. Daniel Morocco, Grants Management Bureau Chief, OHSP, at the above address.
- 2.) Population of budget items in OHSP's Grant Tracking System (GTS), in accordance with the approved Spending Plan Template and Annex(es). The awarding of these funds is conditioned upon your county's full participation with the GTS. Your grant coordinator will be contacted by our grant liaison once the system is ready to accept entries for your approved projects.

Once these requirements are satisfied, spending authority will be granted and a fully executed Grant Agreement will be returned for your records. Failure to complete these requirements within the prescribed time frames may cause this award to be rescinded and any expenditure will be ineligible for reimbursement.

The attached Grant Agreement sets forth the certifications, terms, conditions and assurances required of the county before OHSP will authorize the county to make program expenditures eligible for reimbursement. Please review the Grant Agreement carefully. It is important that the Grant Agreement and required federal certifications are completed and returned to OHSP by October 15, 2015. It is extremely important to implement the activities in

the approved Spending Plan Template and Annex in a timely manner to avoid reprogramming of any awarded funds.

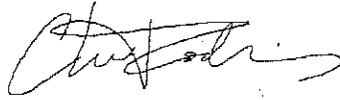
The FFY15 SHSP grant program has a thirty-six (36) month period of performance. On or about **February 1, 2017**, OHSP will conduct a mid-term financial and programmatic review to determine progress in meeting stated objectives/goals and expenditure activity (at least 50% of these funds should be legally/contractually obligated). As referenced within the Grant Agreement, please note that 100% of these funds shall be legally/contractually obligated by **February 1, 2018**. Final reimbursement packages are to be completed and forwarded to OHSP by **July 31, 2018**. Reimbursement request packages are to be submitted to OHSP on a quarterly basis, reference Section IX, A in the attached Grant Agreement.

OHSP recognizes there may be extraordinary circumstances that necessitate an extension on a case-by-case basis. FEMA has informed us, however, that they will only approve extensions based upon compelling legal, policy or operational challenges. Therefore, it is critical to observe the above provided performance dates.

During the period of performance for this grant, any intended changes must be submitted to OHSP using the Spending Plan Template and Annex. Once the revised Spending Plan Template and Annex has been reviewed and approved, spending authority for the documented changes will be granted. All programmatic changes must be approved by the County Working Group (CWG) from where the project was funded and/or the Regional Executive Committee.

If you have any questions regarding this agreement, please contact Joseph Dolina, Grants Liaison, at 609-584-5081. Thank you for your support as we continue working collectively to ensure the safety of our citizens.

Sincerely,



Chris Rodriguez, Director
Office of Homeland Security and Preparedness

CR/kw
Enclosures

cc: Daniel Morocco, Grants Management Bureau Chief, OHSP
Robert Kilmurray, Grants Management Deputy Bureau Chief, OHSP
Joseph Dolina, County Liaison, OHSP
John Schroeder, Fiscal, OHSP
J. Thomas Butts, County Working Group Chair
John DeAngelo, Domestic Preparedness Planner
Robert M. Damminger, Freeholder Director
Sean F. Dalton, Gloucester County Prosecutor
William Donovan, Critical Infrastructure Coordinator

STATE OF NEW JERSEY FEDERAL GRANT AGREEMENT

Office of Homeland Security and Preparedness and

Gloucester County (Subrecipient)

GENERAL

- I. Grant Agreement Data
- II. Compliance with Existing Laws
- III. Bonding and Insurance
- IV. Indemnification
- V. Assignability
- VI. Availability of Funds

PRE-AWARD REQUIREMENTS

- VII. Special Grant Conditions

POST-AWARD REQUIREMENTS

- VIII. Financial Management System
- IX. Method of Reimbursement
- X. Allowable Costs
- XI. Period of Performance
- XII. Matching and Cost Sharing
- XIII. Program Income
- XIV. Audit Requirements
- XV. Project Revisions and Modifications
- XVI. Property Management and Disposition Standards
- XVII. Procurement Standards
- XVIII. Monitoring of Program Performance
- XIX. Financial and Performance Reporting
- XX. Access to Records
- XXI. Record Retention
- XXII. Remedies for Non-compliance
- XXIII. Termination and Suspension

POST-AWARD REQUIREMENTS

- XXIV. Grant Closeout 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

STATE OF NEW JERSEY
NEW JERSEY OFFICE OF HOMELAND SECURITY AND
PREPAREDNESS FEDERAL GRANT AGREEMENT
(Award No. EMW-2015-SS-00039-S01, CFDA No. 97.067)

I. Grant Agreement Data.

This agreement is between **Gloucester County** (hereinafter "Subrecipient") and the **New Jersey Office of Homeland Security and Preparedness (OHSP)** (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 Subrecipient is being awarded **\$100,000.00** of **FY15 State Homeland Security Program (SHSP-Local Share)**, (**Performance Period: September 1, 2015 to August 31, 2018**), to implement the projects within their approved Spending Plan Template(s) and Annex(es).

II. Compliance with Existing Laws.

- A. The Subrecipient, in order to permit the SAA to award this grant, agrees to comply with all federal, state and municipal laws, rules, regulations and requirements generally applicable to the activities in which the Subrecipient is engaged in during the performance of this grant.
- B. These laws, rules, regulations and requirements include, but are not limited to the following.
1. New Jersey Department of the Treasury, Office of Management and Budget documents.
 - a. Circular Letters 15-08-OMB, Single Audit Policy for Recipients of federal, state and State Aid Grants: http://www.nj.gov/infobank/circular/cir1508_omb.pdf
 - b. State Grant Compliance Supplement:
<http://www.state.nj.us/treasury/omb/publications/grant/index.shtml>
 2. Uniform Administrative Requirements, Cost Principles and Audit Requirements for federal awards, 2 C.F.R. Part 200, as amended: http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/?Title02/2cfr200_main_02.tpl.
 3. State Affirmative Action Legal Citations:

The Subrecipient 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.
 4. The Subrecipient 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.

C. The Subrecipient is in compliance with all federal NIMS compliance requirements, to include NIMSCAST reporting requirements, Homeland Security Presidential Directive No. 5: www.fas.org/IRP/offdocs/NSPD/HSPD-5.html and NIMS objectives: <http://www.fema.gov/pdf/emergency/nims/FY2009NIMSImplementationChart/pdf>. The Resource Typing Library Tool is available through: <https://rilt.ptaccenter.org/Public>.

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

III. Bonding and Insurance.

Bonding and insurance shall be provided by the Subrecipient and proof of bonding and insurance must be retained on file by the Subrecipient.

IV. Indemnification.

The Subrecipient shall be solely responsible for and shall keep, save, and hold the State of New Jersey harmless from all claims, loss, liability, expense, or damage resulting from all mental or physical injuries or disabilities, including death, to its employees or recipients of the Subrecipient's services or to any other persons, or from any damage to any property sustained in connection with the delivery of the Subrecipient's services that results from any acts or omissions, including negligence or malpractice, of any of its officers, directors, employees, agents, servants or independent contractors, or from the Subrecipient's failure to provide for the safety and protection of its employees, whether or not due to negligence, fault, or default of the Subrecipient. The Subrecipient's responsibility shall also include all legal fees and costs that may arise from these actions. The Subrecipient'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.

V. Assignability.

The Subrecipient shall not subcontract any of the work or services covered by this grant, nor shall any interest be assigned or transferred, except as may be provided for in this grant or with the express written approval of OHSP.

VI. Availability of Funds.

The Subrecipient shall recognize and agree that both the initial provision of funding and the continuation of such funding under the Grant Agreement is expressly dependent upon the availability to OHSP of funds appropriated by the State Legislature from the state and/or federal revenue or such other funding sources as may be applicable. A failure of OHSP to make any payments under the Grant Agreement or to observe and perform any condition on its part to be performed under the Grant Agreement as a result of the failure of the

Legislature to appropriate shall not, in any manner, constitute a breach of the Grant Agreement by OHSP or an event of default under the Grant Agreement and OHSP shall not be held liable for any breach of the Grant Agreement because of the absence of available funding appropriations. In addition, future funding shall not be anticipated from OHSP beyond the duration of the award period set forth in the Grant Agreement, and in no event shall the Grant Agreement be construed as a commitment by OHSP to expend funds beyond the termination date set in the Grant Agreement.

VII. Special Grant Conditions.

- A. Subrecipient may be considered "high risk" if OHSP determines that a Subrecipient meets any of the following criteria contained within 2 C.F.R. Part 200, as amended, Sections 200.205 through 200.207.
- B. The Subrecipient agrees to maintain, at its own expense, all equipment originally purchased with grant funds. Equipment may also be maintained with use of HSGP funding, if permitted.
- C. The Subrecipient will identify a project manager and/or a Point of Contact (POC) to ensure 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.
- D. The Subrecipient will absorb costs beyond funding awarded and/or adding of projects not included in the approved Spending Plan Template.
- E. The Subrecipient will ensure sustainability by assuming all responsibility of operating, maintaining and incurring future costs associated with the equipment and services purchased.
- F. For federal grants, the Subrecipient agrees to sign the attached Non-Supplanting Certification Form (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 (Attachment D) and Debarment, Suspension, Ineligibility and Voluntary Exclusion (Attachment E).

Furthermore, the following projects require special conditions when funded:

- CBRN/HazMat Projects (Attachment F)
- Interoperability Projects (Attachment G)
- Automated License Plate Readers/Certification Form (Attachment H)
- Specialized Vehicles (Attachment I)
- Information Technology Projects (Attachment J)
- AG's Protocol for Processing and Issuing I.D. Cards (Attachment K)
- Exercise Salary Reimbursements (Attachment L)
- Cyber Security Project (Attachment M)
- Extension Request Form (Attachment N)

When applicable, the Subrecipient shall comply with the special conditions required for each of the above of which are available on the OHSP website: <http://www.njhomelandsecurity.gov/grants-docs.html>.

- G. 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 Subrecipient to complete and submit an EHP Compliance Checklist indicating any environmental effects. The EHP Checklist is available at <http://www.njhomelandsecurity.gov/grants-docs.html>.
- H. 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.

VIII. Financial Management System.

The Subrecipient shall be responsible for maintaining a financial management system and will immediately notify OHSP when the Subrecipient cannot comply with the requirements established in this section of the grant. The Subrecipient's financial management system shall include all requirements set forth in 2 C.F.R. 200, as amended, Sections 200.302 and 200.303.

IX. Method of Reimbursement.

- A. Reimbursements made to the Subrecipient shall be in the form of electronic transfer by OHSP, upon receipt by OHSP of a properly executed payment voucher/purchase order, approved invoice and proof of payment, 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. Subrecipient 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 may not take any action on or process any reimbursement request that is more than twelve (12) months past the documented date the Subrecipient paid their vendor for the good or service for which the Subrecipient is seeking reimbursement. If a Subrecipient is not registered to receive electronic fund transfers from New Jersey, they must contact the OHSP Chief Financial Officer.

NOTE: Article 18, Section A above pertains to agencies seeking reimbursement. In accordance with OMB CL 05-02, state agencies are not reimbursed.

- B. 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.

- C. Salary/Fringe reimbursement will only be processed after OHSP has received and approved the required periodic time and activity "Certification Form" available on the OHSP website (<http://www.njhomelandsecurity.gov/grants-docs.html>).

X. Allowable Costs.

- A. The Subrecipient acknowledges and agrees that expenditures by the Subrecipient shall be solely for the purposes of implementing the projects set forth in the Subrecipient's approved Spending Plan Template(s) and Annex(es).
- B. Grant funds must be used for allowable costs consistent with the provision of state and federal cost principles.

XI. Period of Performance.

Each Homeland Security Grant Program 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.

XII. Matching and Cost Sharing.

The Subrecipient 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.

XIII. Program Income.

Program income shall be defined as gross income earned by the Subrecipient 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 as defined within 2 C.F.R 200, as amended, Section 200.307.

XIV. Audit Requirements.

This grant is conveyed by the audit requirements of the Department of the Treasury Circular Letter 04-04-OMB, Single Audit Policy for Recipients of Federal Grants, State Grants and State Aid.

XV. Project Revisions and Modifications.

Project revisions and modifications must be requested by the Subrecipient and approved by OHSP in writing. A revised Spending Plan Template(s) and Annex(es) will be required.

XVI. Property Management and Disposition Standards.

- A. Executive level state agencies are required to comply with state OMB CL#11-18 (<http://www.state.nj.us/infobank/circular/cir1118b.pdf>) and OMB CL#11-19 (<http://www.state.nj.us/infobank/circular/cir1119b.pdf>) and OMB State Fiscal Year End Guidelines for reporting of Capital and Fixed Assets. 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 C below.

B. The Subrecipient 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."

C. Inventory Requirements (Including Nonprofits, Counties, Municipalities, Corporations, etc.).

1. The Subrecipient's property management standards for equipment acquired with federal funds and federally owned equipment shall include the following per 2 C.F.R. 200, as amended, Section 200.313(d).

- 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. Title holder.
- 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. Ultimate disposition data, including date of disposal and sales price or the method used to determine current fair market value where a Subrecipient 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 property must be taken and the results reconciled with the equipment records at least once every two years.

D. Disposition of Property.

When original or replacement equipment acquired under a grant or sub-grant 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 in accordance with 2 C.F.R. 200, as amended, Section 200.313(e).

XVII. Procurement Standards.

- A. Procurement of supplies, equipment and other services with funds provided by this grant shall be accomplished in a manner generally consistent with federal and state requirements.
- B. Adherence to the standards contained in the applicable federal and state laws and regulations does not relieve the Subrecipient of the contractual responsibilities arising under its procurements. The Subrecipient 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.
- C. 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 Subrecipients 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/>. 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.
- D. All Subrecipients must enter relevant purchasing documentation into the GTS. Purchasing documentation shall include, but is not limited to, a Subrecipient's purchase order, vendor's invoice and Subrecipient's proof of payment or a printout of a New Jersey Comprehensive Financial System (NJCFIS) Open Payment Voucher Line Table report.

XVIII. Monitoring of Program Performance.

- A. Subrecipient 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 contained within 2 C.F.R 200, as amended, Section 200.328.
- B. Based on a review of a Subrecipient's programmatic/financial performance, OHSP reserves the right to partially reduce and/or rescind a Subrecipient's project funding. Examples include, but are not limited to, failure to meet the 50% and 100% legal encumbrance dates; failure to submit reimbursement requests within the prescribed date; and failure to account for funding in GTS.
- C. OHSP will, upon reasonable notice, conduct monitoring reviews for any of the following purposes.
 - 1. To review program accomplishments and progress.

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 in accordance with Paragraph B above.
4. To make recommendations for best practices and/or corrective action(s).

XIX. Financial and Performance Reporting.

- A. The Subrecipient may 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 areas homeland security strategies.
- B. The Subrecipient shall utilize OHSP's GTS in addition to the Subrecipient's financial management accounting system.
 1. The GTS is a web-based application developed to assist with the grant management process.
 2. The Subrecipient 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 the OHSP GTS Administrator.
 3. Any unapproved item(s) will not be reimbursed.
 4. The Subrecipient shall maintain GTS with the most current planning, procurement and expenditure information.
 5. 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. The Subrecipient 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, Subrecipient shall refer the requesting party to OHSP. OHSP will make any and all appropriate disseminations of GTS reports.
- C. The Subrecipient shall promptly respond to requests by OHSP for programmatic budgetary, fiscal and other information or data related to the administration of this grant.
- D. The Subrecipient may be required to submit a final programmatic report at the conclusion of the grant as prescribed by OHSP.

XX. Access to Records.

- A. In accepting this grant, the Subrecipient agrees to make available to OHSP and/or any federal agency whose funds are expended in the course of this grant or any of their duly authorized representatives, pertinent accounting records, books, documents and papers as may be necessary to monitor and audit Subrecipient's operation, in compliance with 2 C.F.R 200, as amended, Section 336.
- B. All visitations, inspections and audits, including visits and OHSP requests for documentation in discharge of OHSP's responsibilities, shall as a general rule provide prior notice when reasonable and practical to do so. However, OHSP retains the right to make unannounced visitations, inspections and audits as deemed necessary.
- C. OHSP reserves the right to have access to records of any Subrecipients and requires the Subrecipient to provide for OHSP's access to such records in any grant with the Subrecipient.
- D. OHSP reserved the right to have access to all work papers produced in connection with audits made by the Subrecipient or independent certified public accountants, registered municipal accountants or licensed public accounts hired by the Subrecipient to perform such audit.

XXI. 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 Subrecipient when it determines that the records possess long-term retention value and will make arrangements with the Subrecipient to retain any records that are continuously needed for joint use.

XXII. Remedies for Non-compliance.

If the Subrecipient 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, as appropriate in the circumstances:

- A. Temporarily withhold cash payment pending correction of the deficiency by the Subrecipient or take more severe enforcement action.
- B. Disallow all or part of the cost of the activity or action not in compliance.
- C. Wholly or partly suspend or terminate the current award for the Subrecipient's program.
- D. Withhold further awards for the program.
- E. Request the balance of grant funds to be returned and/or seek reimbursement for funds expended that were not in compliance with the terms and conditions of the Grant Agreement.
- F. Take other remedies that may be legally available.

XXIII. Termination and Suspension.

- A. The following definitions shall apply for the purposes of this Section:

- 1. Termination.

The 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.

The suspension of a grant is an action by OHSP which temporarily suspends assistance under the grant pending corrective action by the Subrecipient or pending a decision to terminate the grant by OHSP.

- 3. Disallowable Costs.

Disallowed costs are those charges to the grant which OHSP or its representatives shall determine to be beyond the scope of the purpose of the grant, excessive or otherwise unallowable.

- B. If the Subrecipient fails to comply with grant award stipulations, standards or conditions, OHSP may suspend the grant and withhold further reimbursements; prohibit the Subrecipient from incurring additional obligations of grant funds pending corrective action by the Subrecipient; or decide to terminate the grant in accordance with paragraph C below. OHSP shall allow all necessary and proper costs, which the Subrecipient could not reasonably avoid during the period of suspension, provided they meet federal and state requirements.
- C. OHSP may terminate the grant in whole or in part whenever it is determined that the Subrecipient has failed to comply with the conditions of the grant. OHSP shall promptly notify the Subrecipient in writing of the determination and the reasons for the termination together with the effective date.

Payments made to the Subrecipient or recoveries by OHSP under the grant terminated for cause shall be in accord with the legal right and liability of the parties.

- D. OHSP and the Subrecipient 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 Subrecipient shall not incur new obligations for the terminated portion after the effective date and shall cancel as many outstanding obligation as possible.

XXIV. 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 Subrecipient.
 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 Subrecipient.
- C. 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 _____, 2015, and it shall expire at midnight, August 31, 2018.

February 1, 2017: Midterm financial and programmatic review, at least fifty percent (50%) of the award shall be legally/contractually obligated.

February 1, 2018: All awarded funds (100%) shall be legally/contractually obligated.

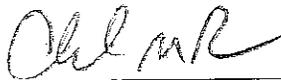
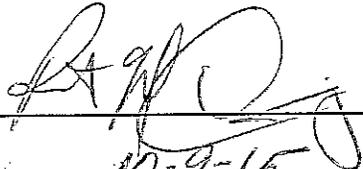
July 31, 2018: Final reimbursement request packages shall be submitted. (Reimbursement requests shall be submitted quarterly during the performance period.)

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

FOR THE SUBRECIPIENT:

WITNESS:

GLOUCESTER COUNTY



Date: 10-9-15

Date: 10-9-15

FOR THE OFFICE OF HOMELAND SECURITY AND PREPAREDNESS:

WITNESS:

Chris Rodriguez
Director

Date: _____

Date: _____



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

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

Certification Statement:

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

Robert M. Danninger
NAME (Authorizing Official)

[Handwritten Signature]
SIGNATURE

DATE: 10/9/15

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-2015-SS-00039-S01

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Article I - Summary Description of Award

The purpose of the FY 2015 HSGP is to support state and local efforts to prevent terrorism and other catastrophic events and to prepare the Nation for the threats and hazards that pose the greatest risk to the security of the United States. The HSGP provides funding to implement investments that build, sustain, and deliver the 31 core capabilities essential to achieving the National Preparedness Goal (the Goal) of a secure and resilient Nation. The building, sustainment, and delivery of these core capabilities are not exclusive to any single level of government, organization, or community, but rather, require the combined effort of the whole community. This HSGP award consists of State Homeland Security Program (SHSP) funding in the amount of \$8,354,000 and Urban Areas Security Initiative (UASI) funding in the amount of \$20,800,000.

Article II - 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 III - 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 IV - Age Discrimination Act of 1975

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

Article V - Americans with Disabilities Act of 1990

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

Article VI - Best Practices for Collection and Use of Personally Identifiable Information (PII)

All 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: Privacy Guidance and Privacy template respectively.

Article VII - Title VI of the Civil Rights Act of 1964

All recipients must comply with the requirements of Title VI of the *Civil Rights Act of 1964* (42 U.S.C. § 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. Implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

Article VIII - Civil Rights Act of 1968

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

Article IX - 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 X - Assurances, Administrative Requirements and Cost Principles

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

The administrative and audit requirements and cost principles that apply to DHS award recipients originate from 2 C.F.R. Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, as adopted by DHS at 2 C.F.R. Part 3002.

Article XI - 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 XII - Drug-Free Workplace Regulations

All recipients must comply with the *Drug-Free Workplace Act of 1988* (41 U.S.C. § 701 et seq.), which requires that all organizations receiving grants from any Federal agency agree to maintain a drug-free workplace. DHS has adopted the Act's implementing regulations at 2 C.F.R. Part 3001.

Article XIII - Duplication of Benefits

Any cost allocable to a particular Federal award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other Federal awards to overcome fund deficiencies, to avoid restrictions imposed by Federal statutes, regulations, or terms and conditions of the Federal awards, or for other reasons. However, this prohibition would not preclude the non-Federal entity from shifting costs that are allowable under two or more Federal awards in accordance with existing Federal statutes, regulations, or the terms and conditions of the Federal awards.

Article XIV - Energy Policy and Conservation Act

All recipients must comply with the requirements of 42 U.S.C. § 6201 which contain policies relating to energy efficiency that are defined in the state energy conservation plan issues in compliance with this Act.

Article XV - Reporting Subawards and Executive Compensation

a. Reporting of first-tier subawards.

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

2. *Where and when to report.*

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

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

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

b. Reporting Total Compensation of Recipient Executives.

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

i. the total Federal funding authorized to date under this award is \$25,000 or more;

ii. in the preceding fiscal year, you received—

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

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

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

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

i. As part of your registration profile at <https://www.sam.gov>.

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

c. Reporting of Total Compensation of Subrecipient Executives.

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

i. in the subrecipient's preceding fiscal year, the subrecipient received—

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

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

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

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

i. To the recipient.

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

d. Exemptions

If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:

i. Subawards,

And

ii. The total compensation of the five most highly compensated executives of any subrecipient.

e. Definitions. For purposes of this award term:

1. *Entity* means all of the following, as defined in 2 CFR part 25:

i. A Governmental organization, which is a State, local government, or Indian tribe;

ii. A foreign public entity;

iii. A domestic or foreign nonprofit organization;

iv. A domestic or foreign for-profit organization;

v. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

2. *Executive* means officers, managing partners, or any other employees in management positions.

3: *Subaward:*

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

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

iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.

4. *Subrecipient* means an entity that:

- i. Receives a subaward from you (the recipient) under this award; and
- ii. Is accountable to you for the use of the Federal funds provided by the subaward.

5. *Total compensation* means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

i. *Salary and bonus.*

ii. *Awards of stock, stock options, and stock appreciation rights.* Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

iii. *Earnings for services under non-equity incentive plans.* This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

iv. *Change in pension value.* This is the change in present value of defined benefit and actuarial pension plans.

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

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

Article XVI - 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 XVII - 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-424B, item number 17 for additional information and guidance.

Article XVIII - Fly America Act of 1974

All recipients must comply with Preference for 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 B-138942.

Article XIX - 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. §2225a, 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*, as amended, 15 U.S.C. §2225.

Article XX - Limited English Proficiency (Civil Rights Act of 1964, Title VI)

All recipients must comply with the *Title VI of the Civil Rights Act of 1964* (Title VI) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. Providing meaningful access for persons with LEP may entail providing language assistance services, including oral interpretation and written translation. In order to facilitate compliance with Title VI, recipients are encouraged to consider the need for language services for LEP persons served or encountered in developing program budgets. Executive Order 13166, *Improving Access to Services for Persons with Limited English Proficiency* (August 11, 2000), requires federal agencies to issue guidance to recipients, assisting such organizations and entities in understanding their language access obligations. DHS published the required recipient guidance in April 2011, *DHS Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons*, 76 Fed. Reg. 21755-21768,

(April 18, 2011). The Guidance provides helpful information such as how a recipient can determine the extent of its obligation to provide language services; selecting language services; and elements of an effective plan on language assistance for LEP persons. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

Article XXI - 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 XXII - Non-supplanting Requirement

All recipients who receive awards made under programs that prohibit supplanting by law must ensure that Federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-Federal sources. Where federal statutes for a particular program prohibits supplanting, applicants or 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 XXIII - Patents and Intellectual Property Rights

Unless otherwise provided by law, recipients are subject to the Bayh-Dole Act, Pub. L. No. 96-517, as amended, and codified in 35 U.S.C. § 200 et seq. All recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards are in 37 C.F.R. Part 401 and the standard patent rights clause in 37 C.F.R. § 401.14.

Article XXIV - Procurement of Recovered Materials

All recipients must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Article XXV - Contract Provisions for Non-federal Entity Contracts under Federal Awards

a. Contracts for more than the simplified acquisition threshold set at \$150,000.

All recipients who have contracts exceeding the acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by Civilian Agency Acquisition Council and the Defense Acquisition Regulation Council as authorized by 41 U.S.C. §1908, must address administrative, contractual, or legal remedies in instance where contractors violate or breach contract terms and provide for such sanctions and penalties as appropriate.

b. Contracts in excess of \$10,000.

All recipients that have contracts exceeding \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

Article XXVI - SAFECOM

All recipients who receive awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

Article XXVII - Terrorist Financing E.O. 13224

All recipients must comply with U.S. Executive Order 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of recipients to ensure compliance with the E.O. and laws.

Article XXVIII - Title IX of the Education Amendments of 1972 (Equal Opportunity in Education Act)

All recipients must comply with the requirements of Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.), which provides that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving Federal financial assistance. Implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.

Article XXIX - Trafficking Victims Protection Act of 2000

All recipients must 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). This is implemented in accordance with OMB Interim Final Guidance, *Federal Register*, Volume 72, No. 218, November 13, 2007. Full text of the award term is located at 2 CFR § 175.15.

Article XXX - Rehabilitation Act of 1973

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

Article XXXI - System of Award Management and Universal Identifier Requirements

A. Requirement for System of Award Management

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

B. Requirement for unique entity identifier

If you are authorized to make subawards under this award, you:

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

C. Definitions

For purposes of this award term:

1. *System of Award Management (SAM)* means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the SAM Internet site (currently at <http://www.sam.gov>).
2. *Unique entity identifier* means the identifier required for SAM registration to uniquely identify business entities.
3. *Entity*, as it is used in this award term, means all of the following, as defined at 2 CFR part 25, subpart C:
 - a. A Governmental organization, which is a State, local government, or Indian Tribe;
 - b. A foreign public entity;
 - c. A domestic or foreign nonprofit organization;
 - d. A domestic or foreign for-profit organization; and
 - e. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.
4. *Subaward*:

- a. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
 - b. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see 2 CFR 200.330).
 - c. A subaward may be provided through any legal agreement, including an agreement that you consider a contract.
5. *Subrecipient* means an entity that:
- a. Receives a subaward from you under this award; and
 - b. Is accountable to you for the use of the Federal funds provided by the subaward.

Article XXXII - USA Patriot Act of 2001

All recipients must comply with 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 XXXIII - 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 XXXIV - Whistleblower Protection Act

All recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C § 2409, 41 U.S.C. 4712, and 10 U.S.C. § 2324, 41 U.S.C. §§ 4304 and 4310.

Article XXXV - DHS Specific Acknowledgements and Assurances

All recipients 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 XXXVI - Disposition of Equipment Acquired Under the Federal Award

When original or replacement equipment acquired under this award by the recipient or its sub-recipients is no longer needed for the original project or program or for other activities currently or previously supported by DHS/FEMA, you must request instructions from DHS/FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. § 200.313.

Article XXXVII - Prior Approval for Modification of Approved Budget

Before making any change to the DHS/FEMA approved budget for this award, you must request prior written approval from DHS/FEMA where required by 2 C.F.R. § 200.308. For awards with an approved budget greater than \$150,000, you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from DHS/FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget DHS/FEMA last approved. You must report any deviations from your DHS/FEMA approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.

Article XXXVIII - 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 if you have any questions.

CERTIFICATION REGARDING LOBBYING

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

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

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

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

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

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

Robert M. Damminger, Freeholder Director

Name and Title of Authorized Representative

[Handwritten Signature]

Signature

10/9/15

Date

County of Gloucester, 25 Broad St, P.O. Box 337

Name and Address of Organization

WOODBURY, NJ 08096

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

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

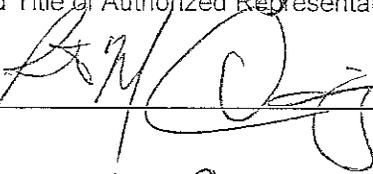
(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

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

Robert M. Damming, Freeholder Director

Name and Title of Authorized Representative

Signature



10/9/15
Date

Name of Organization

Gloucester County

Address of Organization

P.O. Box 337, Woodbury NJ 08096

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.

3-1

RESOLUTION AUTHORIZING PURCHASE OF PLAYGROUND EQUIPMENT FROM GAME TIME C/O MARTURANO RECREATION CO. (MRC) FOR SCOTLAND RUN PARK UNDER STATE CONTRACT #A81411 FOR \$40,001.99.

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

WHEREAS, the County of Gloucester has a need to purchase new playground equipment for Scotland Run Park; and

WHEREAS, it has been determined that the County can purchase playground equipment from Game Time C/O Marturano Recreation Co. (MRC), PO Box 106, Spring Lake, NJ 07762, for a total contract amount of \$40,001.99 through State Contract # A81411; and

WHEREAS, Per Quote #117457, the County will purchase: (1) Primetime Neyland's Summit Playground, (1) Primetime Rumbler, (3) single post swings, (4) belt seats, (2) enclosed seats and 5,625 total square feet of Geo-Textile playground carpeting; color scheme for this equipment will be "Natural" color; and

WHEREAS, the Purchasing Agent of Gloucester County has certified the availability of funds in the amount of \$40,001.99 pursuant to CAF#15-08818, which amount shall be charged against budget line item #C-04-15-010-370-10229.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the County Purchasing Agent be authorized to purchase playground equipment from Game Time, c/o Marturano Recreation Co. (MRC), for a total contract amount of \$40,001.99, through State Contract #A81411.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, November 4, 2015 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

CHAD M. BRUNER
ADMINISTRATOR/CLERK OF THE BOARD

COUNTY OF GLOUCESTER

8-1

CERTIFICATE OF AVAILABILITY OF FUNDS

PURCHASE ORDER # 15-08818 DATE 10/16/15

BUDGET NUMBER C-04-15-010-370-10229

AMOUNT OF CERTIFICATION \$ 40,001.99

DEPARTMENT Parks & Rec

COUNTY COUNSEL Lynn McClintock

DESCRIPTION OF PRODUCT OR SERVICE

Supply and deliver Primetime Neyland's
Summit Playground, Primetime Rambler, 3 Single
post Swings, 4 Belt seats, 2 Enclosed seats, 5625 total
Sq feet of Geo-Textile playground carpeting

VENDOR NAME MRC

ADDRESS PO Box 106

CITY/STATE/ZIP Spring Lake NJ 087762

DEPARTMENT HEAD APPROVAL Chuck Roe

PURCHASING AGENT [Signature] DATE 10-19-15

FREEHOLDER MEETING DATE November 4, 2015

WHITE: CLERK OF THE BOARD
YELLOW: USING DEPARTMENT

PINK: PURCHASING DEPARTMENT
GOLD: COUNTY COUNSEL



EST. 1988

MRC
PO Box 106
Spring Lake, NJ 07762
Ph: 732-458-1111
Fx: 732-974-0226
Email: MRC@GAMETIME.COM
Web: www.mrrec.com

E-1

QUOTE
#117457

09/10/2015

NJ Gloucester County Parks & Recreation Scotland Run Playground Equipment Option 2 - 9.10.15

Gloucester County Parks & Recreation
Attn: Chuck Rose
Shady Lane Complex
254 County House Road
Clarksboro, NJ 08020
Phone: 856-251-6710
Fax: 856-251-6749

Project #: P77879
Ship To Zip: 08312

Quantity	Part #	Description	Unit Price	Amount
1	19608	Game Time - PrimeTime Neyland's Summit w/Roof	\$38,264.00	\$38,264.00
1	19204	Game Time - PrimeTime Rumbler	\$9,092.00	\$9,092.00
2	161290	Game Time - Geo-Textile 2250 Sq Ft Roll	\$604.00	\$1,208.00
1	161291	Game Time - Geo-Textile 1125 Sq Ft Roll	\$301.00	\$301.00
3	10740	Game Time - Single Post Swing F/S, 5" Od	\$888.00	\$2,664.00
4	8910	Game Time - Belt Seat 3 1/2"Od(8910)	\$210.00	\$840.00
2	8696	Game Time - Encl Seat 3 1/2"(8696)	\$263.00	\$526.00

*** This price is in conjunction with the GameTime Playground Grant with a **PURCHASE ORDER** at the time of order. GameTime standard policies and warranties as listed in the 2015 Playground Design Guide apply. No other offer, discount, or special programs can be used with this promotion. This special matching fund offer applies to PowerScape, PrimeTime, Xscape, and Ionix systems only. All applications must be validated by the project administrator. GameTime reserves their right to decline any application for a GameTime grant. **Orders accepted by GameTime must ship by December 31, 2015. This offer expires November 15, 2015. *****

SubTotal: \$52,895.00
Discount: (\$16,803.76)
Freight: \$3,910.75
Total Amount: \$40,001.99

NJ State Contract #A81411

Shipping to Clayton, NJ.

No installation or safety surfacing is included in the above price.

MN/jm

CHOOSE YOUR COLOR SCHEME: IT IS VERY IMPORTANT THAT YOU CHOOSE A COLOR SCHEME FOR YOUR MODULAR PLAYGROUND UNIT AT TIME OF ORDER. PLEASE SELECT FROM ONE OF THE MANY "PLAY PALETTES" LISTED IN THE BACK OF THE GAMETIME CATALOG OR ON OUR WEBSITE: www.gametime.com. INDICATE YOUR SELECTION BELOW.
GAMETIME PLAY PALETTE: _____ **NOTE: COLOR SELECTION FOR ALL OTHER EQUIPMENT SHOULD BE ENTERED IN THE SPACE PROVIDED UNDER THAT SPECIFIC ITEM.**



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MRC
PO Box 106
Spring Lake, NJ 07762
Ph: 732-458-1111
Fx: 732-974-0226
Email: MRC@GAMETIME.COM
Web: www.mrcrec.com

QUOTE
#117457

09/10/2015

NJ Gloucester County Parks & Recreation Scotland Run Playground Equipment Option 2 - 9.10.15

This quotation is subject to policies in the current MANUFACTURER'S CATALOG and the following terms and conditions.

Our quotation is based on shipment of all items at one time to a single destination, unless noted, and changes are subject to price adjustment. Purchases in excess of \$1,000.00 to be supported by your written purchase order made out to MRC Inc. Kindly issue one order for the equipment and a separate order for surfacing and/or equipment installation services. Customer is responsible for any required permits and fees pertaining to such permits.

PRICING / PAYMENT: Pricing f.o.b. factory, firm for 30 days from date of quotation unless otherwise stated above. Payment terms: Purchase order made payable to MRC, Inc. Net 30 days for tax supported governmental agencies. A 1.5% per month finance charge will be imposed on all past due accounts. Equipment shall be invoiced separately from other services and shall be payable in advance of those services and project completion. Retainage not accepted.

TAXES: State and local taxes, if applicable, will be added at time of invoicing unless a tax exempt certificate is provided at the time of order entry.

FREIGHT/SHIPMENT: Freight charges: Prepaid and added at time of invoicing. Shipment: order shall ship within 30-45 days after MRC's receipt and acceptance of your PURCHASE ORDER, signed quotation and color selections.

RECEIPT OF GOODS: Customer is responsible for unloading and uncrating equipment from truck. Customer shall receive, unload and inspect goods upon arrival, noting any discrepancies on the Delivery Receipt prior to written acceptance of the shipment.

EXCLUSIONS: Unless specifically included, this quotation excludes all site work and landscaping; removal of existing equipment; acceptance of equipment and off-loading; storage of goods prior to installation; installation; installation tools/equipment; safety surfacing; borders and drainage provisions.

TO ORDER: Please complete the acceptance portion of this quotation and provide color selections, PURCHASE ORDER and other key information requested. Acceptance of this proposal indicates your agreement to the terms and conditions stated herein.

Acceptance of quotation:

Accepted By (printed): _____ P.O. No: _____

Signature: _____ Date: _____

Title: _____ Phone: _____

Email: _____

Facsimile: _____ Purchase Amount: **\$40,001.99**

Order Information:

Bill To: _____ Ship To: _____

Contact: _____ Contact: _____

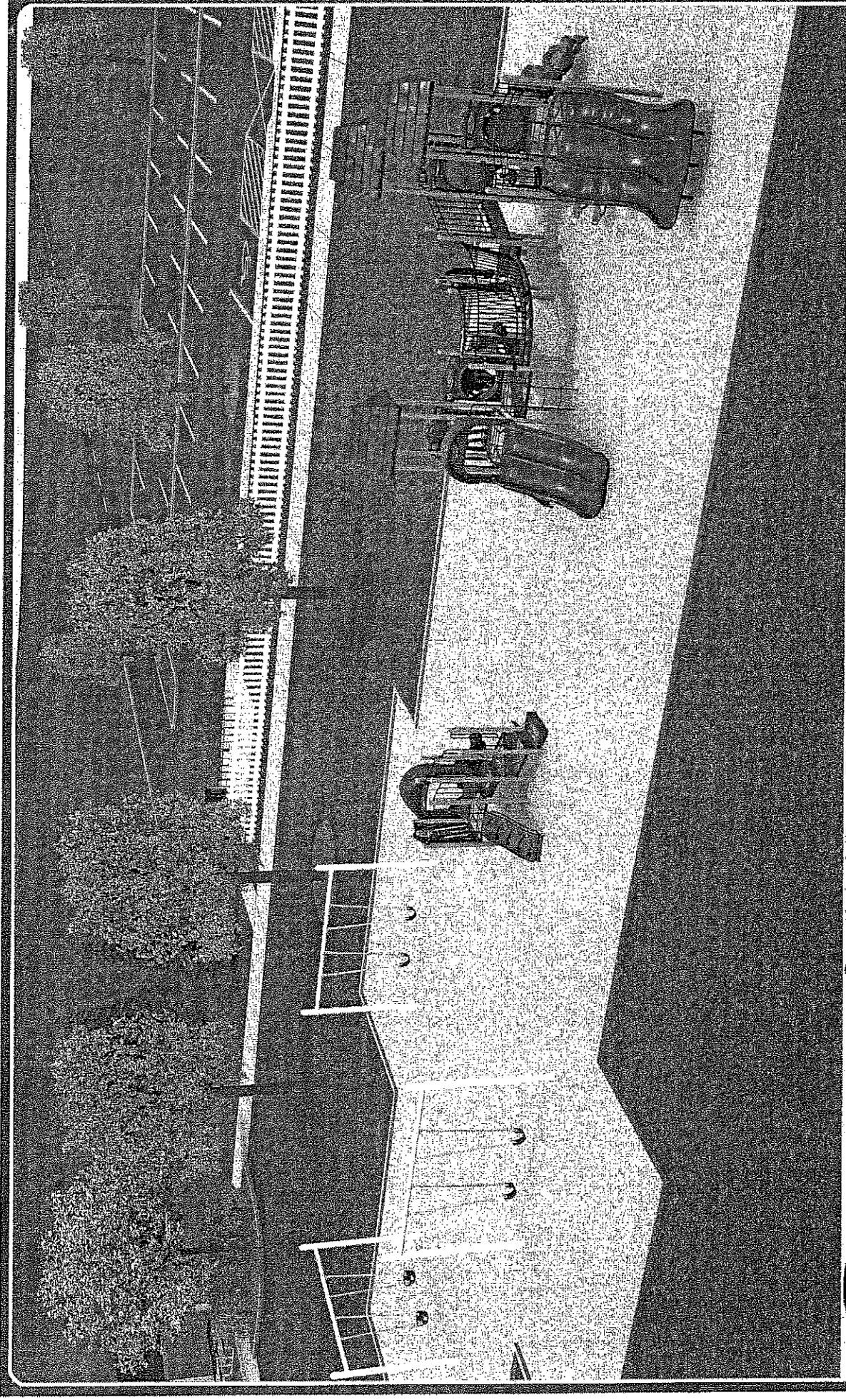
Address: _____ Tel: _____

Address: _____ Address: _____

City, State, Zip: _____ City, State, Zip: _____

SALES TAX EXEMPTION CERTIFICATE #: _____
(PLEASE PROVIDE A COPY OF CERTIFICATE)





Scotland Run Playground - Clayton, NJ
Option 2 - View A



playlife.sport.
800.922.0070 / www.jflinc.com



APL-100016 1/11/11

8-2

RESOLUTION AUTHORIZING AN AMENDED AGREEMENT WITH THE STATE OF NEW JERSEY TO ACCEPT AN ADDITIONAL \$1,100,000.00 INTO THE GLOUCESTER COUNTY PLANNING INCENTIVE GRANT PROGRAM

WHEREAS, the New Jersey Department of Environmental Protection, Green Acres Program ("State"), provides loans and/or grants to municipal, county governments and nonprofit organizations for assistance in the acquisition and development of lands for outdoor recreation and conservation purposes; and

WHEREAS, the County of Gloucester desires to further the public interest by obtaining a grant of \$1,100,000.00 from the State to fund the Gloucester County Open Space Preservation Plan, Planning Incentive Grant Program, file number 0800-97-108, for a total grant agreement amount of \$19,450,000.00; and

WHEREAS, the State shall determine if the application is complete and in conformance with the scope and intent of the Green Acres Program, and notify the applicant of the amount of the funding award; and

WHEREAS, the applicant is willing to use the State's funds in accordance with such rules, regulations and applicable statutes, and is willing to enter into an agreement with the State for the above named project.

NOW, THEREFORE, BE IT FURTHER RESOLVED by the Board of Freeholders of the County of Gloucester:

1. That the Freeholder Director of the above named body or board is hereby authorized to execute an agreement and any amendment thereto with the State known as the Gloucester County Open Space Preservation Plan; and
2. That the applicant has a matching share of the project, if a match is required, in the amount of \$1,100,000.00; and
3. That, in the event the State's funds are less than the total project cost specified above, the applicant has the balance of funding necessary to complete the project; and
4. That the applicant agrees to comply with all federal, state, and local laws, rules and regulations in its performance of this project; and
5. That this Resolution shall take effect immediately.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, November 4, 2015 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

**CHAD M. BRUNER,
ADMINISTRATOR/CLERK OF THE BOARD**



E-2

State of New Jersey

DEPARTMENT OF ENVIRONMENTAL PROTECTION

CHRIS CHRISTIE
Governor

BOB MARTIN
Commissioner

KIM GUADAGNO
Lt. Governor

GREEN ACRES PROGRAM
MAIL CODE 501-01
P.O. BOX 420
TRENTON, NEW JERSEY 08625-0420
TEL: 609-984-0500 FAX: 609-984-0608

October 13, 2015

Ken Atkinson, Land Preservation Administrator
Gloucester County
Gloucester County Office of Land Preservation
1200 North Delsea Drive
Clayton, NJ 08312

Subject: 0800-97-108
Open Space Plan
Gloucester County

Dear Mr. Atkinson: *Ken*

I am pleased to inform you that the Green Acres funds awarded on June 24, 2015 have been appropriated. Enclosed please find two new Green Acres Project Agreements, which will replace the previous Project Agreement and all Amendments.

Please carefully review all provisions of the new Agreements, and have both executed in accordance with the following:

- Page 13 is to be dated and signed by the county attorney and the chief executive officer.
- The County must adopt an enabling resolution using the exact language of the enclosed sample, and return it with the Agreements. Please make sure that the dollar amounts in the resolution match the project costs on page 2 of the Agreement, and that the person who signs the Agreement is the person who is authorized to do so per the resolution.
- Exhibit 1 to the Agreement is the Declaration of Encumbrance which includes the County's Recreation and Open Space Inventory (ROSI).
 - The Declaration of Encumbrance must be signed by the municipal attorney, and the chief executive officer as designated in the resolution, and certified by the municipal clerk.
 - The County must update the ROSI to include all lands held for recreation and conservation purposes and submit it to Green Acres for review and acceptance. The Green Acres Program will not release any funding to the County for this project until the ROSI is accepted. Once Green Acres accepts the ROSI, it shall be incorporated into the Declaration of Encumbrance

Re: 0800-97-108

Transmittal of Amendments to Project Agreement

October 13, 2015

Page 2

as Exhibit 1. The County will be directed to send the executed Declaration of Encumbrance with the accepted ROSI to the County for recording within 30 days of the disbursement of Green Acres funds.

The Green Acres Program has replaced the previous MS Word ROSI template with a new MS Excel ROSI template, available electronically at:

<http://www.nj.gov/dep/greenacres/pdflaunch.html#>. Please be sure to provide two signed original ROSIs, with appropriate key map and tax maps, and an electronic copy of the excel file. The electronic file can be e-mailed to Kathleen.croes@dep.state.nj.us.

To ensure timely obligation of County of Gloucester's funding award, please return these documents by December 14, 2015. **Failure to return the executed Agreements and associated documentation by that date may jeopardize your funding.**

Feel free to call me at (609) 984-0500 if you have any questions.

Sincerely,



Kathleen Z. Croes
Green Acres Program

Enclosures

F-1

RESOLUTION AUTHORIZING A CONTRACT WITH DEFENSE EQUIPMENT SUPPLY & ASSOCIATES, LLC FOR THE PURCHASE OF ONE RAPISCAN 620XR CONVEYORIZED SECURITY X-RAY SCANNER AND ONE 618XR COMPACT X-RAY SYSTEM IN THE TOTAL AMOUNT OF \$45,800.00.

WHEREAS, there exists a need for the County to purchase one (1) Rapiscan 620XR Conveyorized Security X-Ray Scanner and one (1) 618XR Compact X-Ray System for the Gloucester County Sherriff's Department; and

WHEREAS, the County has advertised for the receipt of public bids for the purchase, delivery and installation of this equipment as set forth within the County's bid specifications; and

WHEREAS, bids were publicly received and opened on September 24, 2015; and

WHEREAS, after following proper public bidding procedure, it was determined that Defense Equipment Supply & Associates, LLC, 289 Main Street, Richmondville, NY 12149-2600 was the lowest responsive and responsible bidder to provide the above equipment and services, in the amount of \$24,800.00 for the Rapiscan 620XR Conveyorized Security X-Ray Scanner and \$21,000.00 for the 618XR Compact X-Ray System, for a total amount of \$45,800.00, as more specifically described in the bid specifications **PD 15-043**; and

WHEREAS, the Purchasing Agent of the County has certified the availability of funds in the total amount of \$45,800.00, pursuant to CAF # 15-08938, which amount, shall be charged against budget line items T-03-08-517-160-20676 (\$12,000.00) and 5-01-44-903-001-20204 (\$33,800.00), for a total of \$45,800.00.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that the Director of the Board be and is hereby authorized to execute and the Clerk of the Board be and is hereby authorized to attest to a contract between the County of Gloucester and Defense Equipment Supply & Associates, LLC. for the purchase of one (1) Rapiscan 620XR Conveyorized Security X-Ray Scanner in the amount of \$24,800.00, and one (1) 618XR Compact X-Ray System in the amount of \$21,000.00, for a total amount of \$45,800.00.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, November 4, 2015, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

CHAD M. BRUNER
ADMINISTRATOR/ CLERK OF THE BOARD

F-1

**CONTRACT BETWEEN
DEFENSE EQUIPMENT SUPPLY & ASSOCIATES, LLC
AND
THE COUNTY OF GLOUCESTER**

THIS CONTRACT is made effective the 4th day of November, 2015, by and between **THE COUNTY OF GLOUCESTER**, a body politic and corporate, with offices in Woodbury, New Jersey, (hereinafter referred to as "County"), and **Defense Equipment Supply & Associates, LLC, 289 Main Street, Richmondville, NY 12149-2600**, (hereinafter referred to as "Vendor").

RECITALS

WHEREAS, there exists a need for the County of Gloucester to contract for the purchase of one (1) Rapiscan 620XR Conveyorized Security X-Ray Scanner and one (1) 618XR Compact X-Ray System for the Gloucester County Sheriff Department as set forth in **PD 015-043**; and

WHEREAS, the 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. **TERM.** This Contract shall be effective for the purchase.
2. **COMPENSATION.** Vendor shall be compensated pursuant to and subject to all terms and provisions of the specifications identified as PD 15-043, in the amount of \$45,800.00. Amount to be paid as follows: supply, delivery and installation of one (1) Rapiscan 620XR Conveyorized Security X-Ray Scanner for \$24,800.00 and the supply, delivery and installation of one (1) 618XR Compact X-Ray System for \$21,000.00.

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

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

3. **DUTIES OF VENDOR.** The specific duties of the Vendor shall be as set forth in the specifications identified as **PD 15-043**, which is incorporated herein and made part of hereof by reference. Should a conflict occur 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 PD 15-043, which are specifically referred to and incorporated herein by reference.

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

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

D. The County may terminate this Contract for public convenience at any time by a notice in writing from the County to the Vendor. If the Contract is terminated by the County as provided herein, the Vendor 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, not to prevent the County from pursuing any other relief or damages to which it may be entitled, either at law or in equity.

7. **PROPERTY OF THE COUNTY.** All materials developed, prepared, completed, or acquired by Vendor during the performance of the services specified by this Contract, including, but not limited to, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports, shall become the property of the County, except as may otherwise be stipulated in a written statement by the County.

8. **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.

9. **INDEMNIFICATION.** The Vendor or subcontractor, where applicable, shall be responsible for, shall keep, save and hold the County of Gloucester harmless from, shall indemnify and shall defend the County of Gloucester against any claim, loss, liability, expense (specifically including but not limited to costs, counsel fees and/or experts' fees), or damage resulting from all mental or physical injuries or disabilities, including death, to employees or recipients of the 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 contractors, 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.

10. **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 coverage's, and with companies 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.

11. **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.

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

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

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

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

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

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

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

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

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

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

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

23. **CONTRACT PARTS.** This Contract consists of this Contract document and the specifications identified as PD 15-043, and the bidder's bid package, all of which are referred to and incorporated herein by reference. Should there occur a conflict between this form of contract or the specifications, then this Contract shall prevail. If there should occur a conflict between either this form of Contract or the specifications and the bid package, then this Contract and the specifications shall prevail.

THIS CONTRACT is dated this 4th day of November, 2015

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:

THE COUNTY OF GLOUCESTER

CHAD M. BRUNER,
ADMINISTRATOR/CLERK OF THE BOARD

ROBERT M. DAMMINGER,
DIRECTOR

WITNESS:

DEFENSE EQUIPMENT SUPPLY &
ASSOCIATES, LLC

DON AIREY, SALES MANAGER

F

PD 015-043 Bid Opening 9/24/2015 10:00am				
SPECIFICATIONS FOR SUPPLYING, DELIVERY AND INSTALLATION OF ONE (1) RAPISCAN 620XR CONVEYORIZED SECURITY X-RAY SCANNER AND ONE (1) 618XR COMPACT X-RAY SYSTEM OR APPROVED EQUAL FOR THE GLOUCESTER COUNTY SHERIFFS DEPARTMENT				
	VENDOR: Astrophysics Inc. 251 18th St. S Suite 109 Arlington, VA 22202 Timothy Brown Sales Mgr. 202 716-9235 703 888-2992 Fax tbrown@astrophysicsinc.com	VENDOR: Defense Equipment Supply & Associates, LLC 289 Main St. Richmondville, NY 12149-2600 Don Airey-Sales Mgr. 518 294-6066 518 294-6441 FAX don@descompany.com	VENDOR: Access Control Systems PO Box 7521 Milford, NH 03055 Doug Branscombe Prod. Spec. 603 249-9820 603 249-9818 Fax doug@A-C-S.biz	VENDOR: MOBJAC BAY LLC. 9076 Emma Ann Way Fairfax Station, VA 22039 Guy Danley Pres/CEO 703 795-3262 703 795-3262 Fax mbva@mobiactbay.com
ITEM	DESCRIPTION			
1	One (1) RAPISCAN 620 Xr Scanner	\$21,662.00	\$27,334.05	\$28,740.00
2	One (1) RAPISCAN 618XR Scanner	\$17,633.00	\$24,296.87	\$26,000.00
	Variations: (if any)			
	XIS-6545		Smiths Detection 6040ds	VOTI XR3D-6
	XIS-5335S X-Ray System is not ISO-9002 Certified Does not have 24hr 7 days a week network 800 support #		Smiths Detection 5030st	VOTI XR3D-5 NEED A COPY OF BUSINESS REGISTRATION CERT.
	Will you extend your prices to local government entities within the County	Yes	Yes	No
	Bid specifications sent to:	Capital Reach Consulting LLC	JCCY Technologies LLC.	Prime Vendor AutoClear
	Based upon the bids received, I recommend	Defense Equipment Supply & Associates LLC.	be awarded the contract, as the lowest responsive, responsible bidder.	
			Sincerely,	
			Robert J. McErlane	
			Purchasing	

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COUNTY OF GLOUCESTER

CERTIFICATE OF AVAILABILITY OF FUNDS

PURCHASE ORDER # 15-08938 DATE Oct 21 2015

T-03-08-517-160-20676 - \$12,000.00

BUDGET NUMBER 5.01-44-903-001-20204 - \$33,800.00

AMOUNT OF CERTIFICATION \$ 45,800.00 Total for both

DEPARTMENT Sheriff

COUNTY COUNSEL Tony Fiola

DESCRIPTION OF PRODUCT OR SERVICE

Resolution authorizing the purchase of: One (1) Rapidscan 620 XR Scanner in the amt of \$24,800.00 and One (1) Rapidscan 618 XR Scanner in the amount of \$21,000.00. This is to include supplying, delivering and installing same.

DESCO (Defense Equipment Supply + Associates, LLC)

VENDOR NAME _____

ADDRESS 289 Main St

CITY/STATE/ZIP Richmondville, NY 12149-2600

DON Airey - Sales Mgr. (518) 294-6066

DEPARTMENT HEAD APPROVAL [Signature]

PURCHASING AGENT [Signature] DATE 10/21/15

FREEHOLDER MEETING DATE November 4, 2015

WHITE: CLERK OF THE BOARD
YELLOW: USING DEPARTMENT

PINK: PURCHASING DEPARTMENT
GOLD: COUNTY COUNSEL

f.r

**RESOLUTION AUTHORIZING EXECUTION OF USE AND HOLD HARMLESS
AGREEMENT WITH THE BOROUGH OF GLASSBORO**

WHEREAS, the Borough of Glassboro Police Department submitted a request to the County to use certain areas of the Department of Corrections, more particularly the gymnasium for certain uses under this Use and Hold Harmless Agreement; and

WHEREAS, the County is requiring an agreement authorizing the use and to indemnify and protect the County; and

WHEREAS, this agreement shall be for a period for December 2, 2015, December 4, 2015 and December 14, 2015; and

WHEREAS, there shall be no compensation paid from the Borough of Glassboro..

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 Use and Hold Harmless Agreement, for a period of December 2, 2015, December 4, 2015 and December 14, 2015.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester and State of New Jersey held on Wednesday, November 4, 2015 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

**CHAD M. BRUNER,
ADMINISTRATOR/CLERK OF THE BOARD**

fz

USE AND HOLD HARMLESS AGREEMENT

THIS AGREEMENT is made effective the ___ day of _____, 2015, by and between the **COUNTY OF GLOUCESTER**, a body politic and corporate, with offices in Woodbury, New Jersey, hereinafter referred to as "**County**", and **BOROUGH OF GLASSBORO POLICE DEPARTMENT BY THE BOROUGH OF GLASSBORO**, of _____, Glassboro, New Jersey _____, hereinafter referred to as "**Borough**".

RECITALS

WHEREAS, the County has agreed to allow the Borough to use certain areas of the Department of Corrections, more particularly the gymnasium for certain uses under this Use and Hold Harmless Agreement; and

WHEREAS, the County is requiring an agreement authorizing the use and to indemnify and protect the County.

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

TERMS OF AGREEMENT

1. **PARTIES.** The parties of this agreement are the County of Gloucester, Department of Corrections and the Borough of Glassboro Police Department by the Borough of Glassboro.
2. **PURPOSE.** The County has authorized the Borough to use the gymnasium for line formations in riot gear for training services and the training room for sit down instructors on mental health.
3. **TERM.** This agreement shall be for a period of December 2, 2015, December 4, 2015 and December 14, 2015.
4. **COMPENSATION.** There shall be no compensation paid from the Borough to the County.
5. **LICENSING AND PERMITTING.** If the Borough, 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 agreement, then prior to the effective date of this agreement, and as a condition precedent to its taking effect, the Borough 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 agreement.

The Borough shall notify the 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 any license or certification held by the Borough, or its agents.

6. **TERMINATION.** This agreement may be terminated as follows:
 - A. The County may terminate this agreement for public convenience at any time by a notice in writing from the County to the Borough.
7. **PREVENTION OF PERFORMANCE BY COUNTY.** In the event the County is prevented from allowing the Borough to use this building from circumstances beyond its control, then any obligations owing by the County to the Borough shall be suspended without liability for the period for which the County prevented.
8. **INDEMNIFICATION.** The Borough, 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 personal injury, including death, to employees of the County or to any other persons including Borough Police Officers and employees, or from any damage to any property of third parties sustained in connection with this agreement which results from any negligent acts or omissions of any of its officers, directors, employees, agents, servants or independent contractors. The Borough'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.** The Borough shall, 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 the County, and which shall be in compliance with any applicable requirements of the State of New Jersey.

The Borough shall, simultaneously with the execution of this agreement, and as a condition precedent to its taking effect, provide to the County a copy of a certificate of insurance, verifying that said insurance is and will be in effect during the term of this agreement. 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 agreement taking effect. The Borough 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 agreement and shall provide the County with copies of certificates of insurance as the certificates may be renewed during that period of time.

10. **NON-WAIVER.** The failure by either party to enforce any particular provision of this agreement, or to act upon a breach of this agreement, the other party shall not operate as

or be construed as a waiver of any subsequent breach, nor a bar to any subsequent enforcement.

11. **PARTIAL INVALIDITY.** In the event that any provision of this agreement 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 agreement.
12. **NOTICES.** Notices required by this agreement 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.
13. **COMPLIANCE WITH APPLICABLE LAW.** The Borough shall at all times during the course of the effective period of this agreement comply with and be subject to all applicable laws, rules and regulations of the State of New Jersey.
14. **INDEPENDENT CONTRACTOR STATUS.** The parties acknowledge that the Borough is an independent contractor and is not an agent of the County.
15. **CONFLICT OF INTEREST.** The Borough covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services pursuant to this agreement.
16. **CONFIDENTIALITY.** The Borough agrees not to divulge or release any information, reports, or recommendations developed or obtained in connection with the performance of this agreement, during the term of this agreement, except to authorized the County personnel or upon prior approval of the County.
17. **DAMAGE TO PREMISES.** In the event the Borough damages the gymnasium and or the classroom area, training room or any other areas that are utilized, the Borough at its own expense will repair the damages and put the areas back to the same constructed use as they found them.
18. **RIGHT TO USE GYM & TRAINING AREA.** The County gives the Borough the right to use the gymnasium area and training area for the duration of this agreement subject to the conditions set forth herein. The use shall be only authorized uses by the County for training in preparation of civil disturbances and any other authorized uses.

THIS AGREEMENT is dated this _____ day of _____, 2015.

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, and the Borough 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

**CHAD M. BRUNER,
ADMINISTRATOR/CLERK OF THE BOARD**

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

BOROUGH OF GLASSBORO

**BY:
TITLE:**

61

**RESOLUTION AUTHORIZING THE FREEHOLDER DIRECTOR TO
EXECUTE THE CONSOLIDATED PLAN FORMS TO THE U.S. DEPARTMENT
OF HOUSING & URBAN DEVELOPMENT FOR RENEWAL SERVICES**

WHEREAS, the County of Gloucester will submit a 2015 HUD Certification of Consistency with the Consolidated Plan as it relates to the Southern NJ Continuum of Care (SNJCoC) application for a total amount of \$4,160,656.00; and

WHEREAS, the funds will provide housing and supportive services for individuals that are homeless in Camden, Cape May, Cumberland and Gloucester Counties, as per the Memorandum of Understanding, dated August 1, 2013; and

WHEREAS, the application and plan will request funding in the total amount of \$4,160,656.00 for 37 projects; and

WHEREAS, the term of the projects are for one year from when the award notice is received from the U.S. Department of Housing & Urban Development.

NOW, THEREFORE BE IT RESOLVED that the Gloucester County Board of Chosen Freeholders hereby authorize and approves the Gloucester County Continuum of Care Plan, and 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 execute the Certification of Consistency with the Consolidated Plan Forms to be used as an application to the United States Department of HUD to be utilized for the hereinabove purposes as set forth for the total application to HUD in the amount of \$4,160,656.00.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester and State of New Jersey held on Wednesday, November 4, 2015.



COUNTY OF GLOUCESTER

ATTEST:

ROBERT M. DAMMINGER, DIRECTOR

CHAD M. BRUNER,
ADMINISTRATOR/CLERK OF THE BOARD

MEMORANDUM OF UNDERSTANDING

Southern New Jersey Continuum of Care

This memorandum of Understanding, dated August 1, 2013 is by and between the County of Gloucester, the County of Cumberland and the County of Camden.

WHEREAS, the Gloucester County Department of Human Services (DHS), the Cumberland County Office on Aging and Disabled (OAD), and the Camden Department of Health and Human Services (Camden DHHS)¹, collectively referred to as the "County Representatives", manage the Continuum of Care program of the US Department of Housing and Urban Development (HUD) in their respective counties through their Comprehensive Emergency Services Assistance (CEAS) committee under the Human Services Advisory Council (HSAC);

WHEREAS, the Continuums of Care in Gloucester, Cumberland and Camden Counties have submitted applications, to the Department of Housing and Urban Development (HUD) in the past;

WHEREAS, under the federal HEARTH Act (Homeless Emergency Assistance and Rapid Transition to Housing Act of 2009) HUD has placed more emphasis on permanent housing and on Continuums of Care performance in HEARTH Act compliance;

WHEREAS, the County Representatives have experience working together on various initiatives;

WHEREAS, the County Representatives realize that the burden of these new requirements is more efficiently addressed on a collective basis:

WHEREAS, HUD is encouraging Continuums of Care to merge operations to improve coordination of services, allocate resources more efficiently and regionalize planning to address homelessness.

NOW THEREFORE, the parties mutually agree as follows:

- I) Beginning in 2013 the Continuums of Care in Gloucester, Cumberland and Camden Counties in New Jersey will merge to form the Southern New Jersey Continuum of Care.
- II) The Southern New Jersey Continuum of Care will be managed by an Executive Committee composed of representation from each Continuum of Care as identified in the Southern New Jersey Continuum of Care by-laws. The by-laws will be created and approved by a Steering Committee consisting of representatives of all three Continuums within three months of the signing of this MOU.

¹ The Community Planning and Advocacy Council (CPAC) is the authorized representative of the Camden DDHS.

MEMORANDUM OF UNDERSTANDING

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- III) CPAC will serve as the administrative agent for the Southern New Jersey Continuum of Care and will apply in 2013 to HUD for a new geographic code for the combined continuum of care.
- IV) As the administrative agent, CPAC will receive all of the funding that HUD may provide in the future for administrative purposes.
- V) CPAC will staff all committees, monitor all projects for compliance with HUD regulations, monitor and prepare all reports required by HUD's Homeless Management Information System (HMIS). CPAC shall assume all other appropriate and necessary administrative responsibilities with the assistance of the other collaborative counties, to insure that the Southern New Jersey Continuum of Care complies with the HEARTH Act. CPAC will also seek funding for new projects and renewals.
- VI) The 2013 Southern New Jersey Continuum of Care application will include funding the cost for Homeless Management Information System (HMIS) inclusive of all three Continuums of Care.
- VII) Each County shall maintain general liability, automobile liability, Workers' Compensation insurance and proof of insurance coverage, which shall be in compliance with any applicable requirements of the State of New Jersey. Each County shall, simultaneously with the execution of this Contract, deliver certifications of said insurance to each other County.
- VIII) The Counties do not intend any Agency relationship to be created by this Agreement.
- IX) Notwithstanding any such agency relationship which may be created by the Shared Services Agreement Act, each County hereby specifically agrees to indemnify and hold the other counties harmless with regard to any claim of any kind, and with regard to cost for the same (including, without limitation, counsel fees, experts' costs, court costs and the like), arising out of any act or omission and/or any negligent or intentional act committed by county or any of its agents or employees.
- X) The Southern New Jersey Continuum of Care will assume responsibility for projects previously funded under the separate Continuum of Care applications and for future applications.
- XI) This agreement shall remain in effect and can only be changed by mutual agreement of all parties.

MEMORANDUM OF UNDERSTANDING

Southern New Jersey Continuum of Care

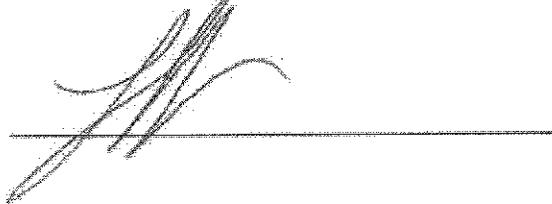
XII) Responsibility for costs associated with the submission of the 2013 Continuum of Care application will be paid for through a combination of public and private resources to be identified by the Executive Committee to be formed from members of each County. Costs will be apportioned as set out in the Southern New Jersey Continuum of Care By-laws.

IN WITNESS WHEREOF, the County of Gloucester, the County of Cumberland and the County of Camden, through their authorized representatives, have executed this Memorandum of Understanding on the date first written above.

ATTEST:

COUNTY OF CAMDEN





ATTEST:

COUNTY OF CUMBERLAND

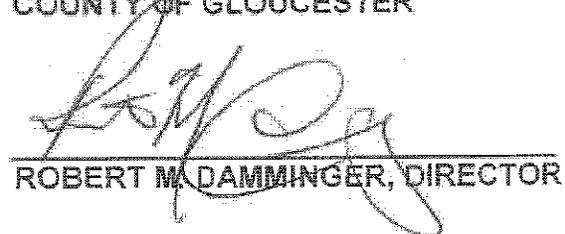




ATTEST:

COUNTY OF GLOUCESTER


ROBERT N. DILELLA, CLERK


ROBERT M. DAMMING, DIRECTOR

County	Agency	Project Name	Location
Camden	Community Planning and Advocacy Council	HNPC Housing Outreach	Scattered Sites, Camden County, NJ \$9,702.00
	Community Planning and Advocacy Council	Camden Housing First 2011	Scattered Sites, Camden County, NJ \$510,035.00
	Community Planning and Advocacy Council	Camden Housing First 2012	Scattered Sites, Camden County, NJ \$377,394.00
	Volunteers Of America Delaware Valley Inc	Camden County Supportive Housing	4601 High St., Pennsauken, NJ 08110 \$84,657.00
	Community Planning and Advocacy Council	Camden Housing First Bonus 2011	Scattered Sites, Camden County, NJ \$128,493.00
	New Jersey Housing and Mortgage Finance Agency	Camden Shelter Plus Care program	Scattered Sites, Camden County, NJ \$289,656.00
	Camden County Council On Economic Opportunity, Inc.	OMAR	723 Kaighns Ave., Camden, NJ 08103 \$117,597.00
	Collaborative Support Programs of New Jersey	Camden Samaritan S+C	Scattered Sites, Camden County, NJ \$60,133.00
	Collaborative Support Programs of New Jersey	Camden Housing First Bonus	Scattered Sites, Camden County, NJ \$60,097.00
	Collaborative Support Programs of New Jersey	Camden Housing First	Scattered Sites, Camden County, NJ \$59,636.00
	Collaborative Support Programs of New Jersey	Camden Housing First (CSPNJ)	Scattered Sites, Camden County, NJ \$90,403.00
Cape May	Cape Counseling Services	Cape Promise 2011	Scattered Sites, Cape May County, NJ \$15,322.00
	Cape Counseling Services	Cape Leasing Samaritan 2010	Scattered Sites, Cape May County, NJ \$9,843.00
	Cape Counseling Services	Cape Leasing 2011	Scattered Sites, Cape May County, NJ \$100,706.00

	Cape Counseling Services	Cape Leasing 2010	Scattered Sites, Cape May County, NJ \$87,668.00
	NJ DEPARTMENT OF COMMUNITY AFFAIRS	Cape May/CAA (3) Shelter Plus Care 2014	Scattered Sites, Cape May County, NJ \$31,893.00
	Cape May County Board of Social Services	2008 Shelter + Care Project	Scattered Sites, Cape May County, NJ \$39,285.00
	NJ DEPARTMENT OF COMMUNITY AFFAIRS	Cape May/CJFS (1&2) Shelter Plus Care 2014	Scattered Sites, Cape May County, NJ \$102,300.00
	Cape May County Board of Social Services	Shelter + Care FY13	Scattered Sites, Cape May County, NJ \$10,631.00
	Cape May County Board of Social Services	2009 Cape May County Shelter + Care Project	Scattered Sites, Cape May County, NJ \$46,558.00
Cumberland	Center For Family Services, Inc.	CFS Victims of Domestic Violence Cumberland SHP	Undisclosed Location, Cumberland County, NJ \$38,069.00
	Collaborative Support Programs of New Jersey	Cumberland Shelter Plus Care	Scattered Sites, Cumberland County, NJ \$54,561.00
Gloucester	NJ DEPARTMENT OF COMMUNITY AFFAIRS	Gloucester/RN Shelter Plus Care 2014	42 South Delsea Dr., Glassboro, NJ 08028 \$100,758.00
	Center For Family Services, Inc.	Mother Child Permanent Housing	Scattered Sites, Gloucester County, NJ \$89,889.00
	Center For Family Services, Inc.	Mother Child Permanent Housing	Undisclosed Location, Gloucester County, NJ \$31,104.00
	Center For Family Services, Inc.	Tanyard Oaks 1 & 2	Scattered Sites, Gloucester County, NJ \$58,968.00
Camden, Cape May, Cumberland, Gloucester	Camden County Council On Economic Opportunity, Inc.	A. Wright/Liberty Place	230-232 Kaighns Ave., Camden, NJ 08103 \$160,160.00
	Center For Family Services, Inc.	CFS Permanent Rapid Re-Housing - Domestic Violence and Aging Out Youth	Scattered Sites, Camden, Cape May, Cumberland, Gloucester Counties, NJ \$178,665.00

	Volunteers Of America Delaware Valley Inc	Moving Forward - Southern NJ	Scattered Sites, Camden, Cape May, Cumberland, Gloucester Counties, NJ \$176,221.00
	Collaborative Support Programs of New Jersey	Camden CSPNJ 2013 Permanent Housing	Scattered Sites, Camden, Cape May, Cumberland, Gloucester Counties, NJ \$86,018.00
	Catholic Charities Diocese of Camden	Rapid Re-Housing for Families	Scattered Sites, Camden, Cape May, Cumberland, Gloucester Counties, NJ \$153,489.00
	Covenant House	SNJ Youth Housing	Scattered Sites, Camden, Cape May, Cumberland, Gloucester Counties, NJ \$151,740.00
	Catholic Charities Diocese of Camden	Tenant Based Rent Assistance for Chronically Homeless in Camden, Cape May, Cumberland & Gloucester Counties	Scattered Sites, Camden, Cape May, Cumberland, Gloucester Counties, NJ \$354,679.00
	Volunteers Of America Delaware Valley Inc	Moving Forward Southern NJ 2	Scattered Sites, Camden, Cape May, Cumberland, Gloucester Counties, NJ \$119,042.00
	Community Planning and Advocacy Council	FY 2015 Southern NJ CoC Planning Grant	2500 McClellan Avenue, Suite 110 Pennsauken, NJ 08109 \$125,092.00
	New Jersey Housing and Mortgage Finance Agency	Camden HMIS FY 2015	637 South Clinton Ave., Trenton, NJ 08611 \$47,525.00
	New Jersey Housing and Mortgage Finance Agency	Cape May HMIS FY 2015	637 South Clinton Ave., Trenton, NJ 08611 \$2,667.00

Total funding request is \$4,160,656.00

RESOLUTION AUTHORIZING EXECUTION OF MEMORANDUM OF UNDERSTANDING WITH CAMDEN AND CUMBERLAND COUNTIES FOR THE PURPOSE OF MANAGING CONTINUUM OF CARE PROGRAM OF THE UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD) AND MERGING TO FORM THE SOUTHERN NEW JERSEY CONTINUUM OF CARE

WHEREAS, the Gloucester County Department of Human Services (DHS), the Cumberland County Office on Aging and Disabled (OAD), and the Camden County Department of Health & Human Services (Camden DEHS), collectively referred to as the "County Representatives", manage the Continuum of Care program of the U.S. Department of Housing & Urban Development (HUS) in their respective counties through their Comprehensive Emergency Services Assistance (CEAS) Committee under the Human Services Advisory Council (SAH); and

WHEREAS, the Continuums of Care in Gloucester, Cumberland and Camden Counties have submitted applications to the Department of Housing and Urban Development in the past; and

WHEREAS, under the federal HEARTH Act (Homeless Emergency Assistance & Rapid Transition to Housing Act of 2009) HUS has placed more emphasis on permanent housing and on Continuums of Care performance in HEARTH Act compliance; and

WHEREAS, the County Representatives have experience working together in various initiatives and realize that the burden of these new requirements is more efficiently addressed on a collective basis; and

WHEREAS, HUD is encouraging Continuums of Care to merge operations to improve coordination of services, allocate resources more efficiently and regionalize planning to address homelessness by way of a Memorandum of Understanding; and

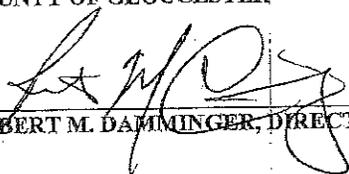
WHEREAS, the Continuums of Care in Gloucester, Cumberland and Camden Counties will merge to form the Southern New Jersey Continuum of Care.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the Freeholder Director and Clerk of the Board are hereby authorized to execute a Memorandum of Understanding with Camden and Cumberland Counties in order to comply with new HEARTH Act regulations initiated by HUD as it relates to the Continuum of Care and merge to form the Southern New Jersey Continuum of Care.

ADOPTED at a regular meeting of the Gloucester County Board of Chosen Freeholders, County of Gloucester and State of New Jersey held on Wednesday, April 24, 2013 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER


ROBERT M. DAMMING, DIRECTOR

ATTEST:


ROBERT N. DIELLA, CLERK