

RESOLUTION: 17-106
RESOLUTION OF PASSAIC VALLEY WATER COMMISSION
DATE OF ADOPTION: OCTOBER 19, 2017

Approved as to form and legality by Law Department on the basis of facts set forth by Executive Director, Purchasing, and Finance Departments.

Introduced by Commissioner: SANCHEZ

Seconded by Commissioner: RODRIGUEZ

WHEREAS, Passaic Valley Water Commission ("PVWC") has solicited for professional services (or extraordinary unspecifiable Services) for Project No. 17-P-71 "Professional Services for Source Water Inventory Assessment" (hereinafter the "Project"), with said solicitation and procurement of responses (and evaluation of same) undertaken through a fair and open process, as defined in N.J.S.A. 19:44A-20.7 (hereinafter the "Fair and Open Process"); and

WHEREAS, the Local Public Contracts Law, N.J.S.A. 40A:11-5(1)(a)(i) and the Fair and Open Process require that notice, with respect to contracts for professional services (or extraordinary unspecifiable services), procured through a fair and open process and awarded without competitive bids, must be publicly advertised; and

WHEREAS, notwithstanding solicitation to potential vendors, and following public advertisement as required by New Jersey law, in accordance with an appropriate form of notice, and placement of the said notice on the official website of PVWC, as well as in the official newspaper of PVWC and any other such publications as may have been deemed appropriate, PVWC received only one response for the Project; and

WHEREAS, in an effort to seek broader participation in the Project, the Commission has elected to reject, without prejudice, the one response received for the Project and thereafter to re-solicit for professional services (or extraordinary unspecifiable services), through the Fair and Open Process in accordance with N.J.S.A. 40A:11-1 et seq. and N.J.S.A. 19:44A-20.7; and

WHEREAS, it is in the best interest of PVWC, its users and constituent municipalities, for PVWC to reject the response received for the

Project, without prejudice, and to re-solicit for professional services (or extraordinary unspecifiable services) for the Project;

NOW, THEREFORE, BE IT RESOLVED, by Passaic Valley Water Commission, in the County of Passaic, New Jersey:

1. That the response received for Project No. 17-P-71 "Professional Services for Source Water Inventory Assessment" is hereby rejected without prejudice.
2. That the appropriate officials and employees of the Commission be and are hereby directed to solicit for new responses for the Project in accordance with these findings and applicable law.
3. That the appropriate officials and employees of the Commission are hereby authorized to perform such acts and execute such documents as are necessary to implement the terms and intentions of this Resolution;
4. That this matter shall be advertised as required by New Jersey law, in accordance with an appropriate form of notice, and a copy of this Resolution and Agreement(s) shall be placed on file and made available for public inspection at the office of the Administrative Secretary of Passaic Valley Water Commission.

RECORD OF COMMISSION VOTE ON FINAL PASSAGE

	AYE	NAY	ABSTAIN	ABSENT
LEVINE, J.	<u> X </u>	—	—	—
VANNOY, R.	<u> X </u>	—	—	—
BLUMENTHAL, D.	<u> X </u>	—	—	—
KOLODZIEJ, J.	<u> X </u>	—	—	—
SANCHEZ, R.	<u> X </u>	—	—	—
RODRIGUEZ, I.	<u> X </u>	—	—	—
FRIEND, G.	<u> X </u>	—	—	—

Adopted at a meeting of Passaic Valley Water Commission.



President
GERALD FRIEND



Secretary
DAVID BLUMENTHAL

This Resolution, when adopted, must remain in the custody of the Administrative Secretary.

CERTIFICATION

I, LOUIS AMODIO, Administrative Secretary of the Passaic Valley Water Commission in the County of Passaic, and the State of New Jersey do hereby certify that the foregoing Resolution is a true copy of a legal quorum of the Original Resolution duly passed and adopted by a majority of the full membership of the Passaic Valley Water Commission at its meeting of October 19, 2017.



LOUIS AMODIO
Administrative Secretary

PASSAIC VALLEY WATER COMMISSION

INTER-OFFICE MEMO

DATE: October 2, 2017

FROM: Purchasing Department

TO: Joseph A. Bella
George T. Hanley
Yitzchak Weiss

RE: **Project No. 17-P-71 – Professional Services for Source Water
Inventory Assessment**

One Proposal was received for the above stated Project from Corona Environmental Consulting of Rockland, MA in the Amount of \$344,193.00

Respectfully submitted,

Gregg B. Lucianin
Purchasing Agent

cc: L. Amodio
J. Duprey

RESOLUTION: 17-104
RESOLUTION OF PASSAIC VALLEY WATER COMMISSION
DATE OF ADOPTION: OCTOBER 19, 2017

Approved as to form and legality by Law Department on basis of facts set forth by Executive Director, Purchasing, Engineering and Finance Departments.

Introduced by Commissioner: SANCHEZ

Seconded by Commissioner: RODRIGUEZ

WHEREAS, notwithstanding solicitation of bids to potential bidders, only one (1) bid was received by Passaic Valley Water Commission ("PVWC") on October 3, 2017 for Contract No. 17-B-18 "Furnish and Deliver Pre-Mixed Concrete"; and

WHEREAS, said bid has been reviewed by the Executive Director, Director of Engineering, Director of Purchasing, (and General Counsel as to form and legality); and

WHEREAS, in accordance with the Specifications and the Invitation to Bidders provided with respect to the above-referenced contract, the Commission has retained the authority, *inter alia*, to reject the one bid received and thereafter to re-bid the said contract in accordance with the Local Public Contracts Law; and

WHEREAS, the Commissioners of PVWC have considered the recommendations of PVWC's Law Department, Director of Engineering, and Executive Director and have determined that it is appropriate and in the best interest of PVWC, its users and constituent municipalities, to adopt same as its act;

NOW, THEREFORE, BE IT RESOLVED, by Passaic Valley Water Commission, in the County of Passaic, New Jersey:

1. That the single bid received by PVWC on October 3, 2017, with respect to the Contract is hereby rejected; and
2. That the appropriate officials and employees of the Commission be and are hereby directed to solicit new bids for Contract No. 17-B-18 "Furnish and Deliver Pre-Mixed Concrete" in accordance with these findings and applicable

law, and to perform such acts and execute such documents as are necessary to implement the terms and intentions of this Resolution as set forth hereinabove.

RECORD OF COMMISSION VOTE ON FINAL PASSAGE

	AYE	NAY	ABSTAIN	ABSENT
LEVINE, J.	<u>X</u>	---	---	---
VANNOY, R.	<u>X</u>	---	---	---
BLUMENTHAL, D.	<u>X</u>	---	---	---
KOLODZIEJ, J.	<u>X</u>	---	---	---
SANCHEZ, R.	<u>X</u>	---	---	---
RODRIGUEZ, I.	<u>X</u>	---	---	---
FRIEND, G.	<u>X</u>	---	---	---

Adopted at a meeting of Passaic Valley Water Commission.



President
GERALD FRIEND

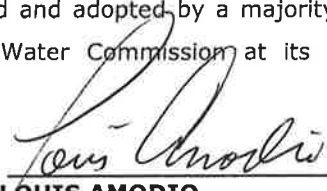


Secretary
DAVID BLUMENTHAL

This Resolution, when adopted, must remain in the custody of the Administrative Secretary.

CERTIFICATION

I, LOUIS AMODIO, Administrative Secretary of the Passaic Valley Water Commission in the County of Passaic, and the State of New Jersey do hereby certify that the foregoing Resolution is a true copy of a legal quorum of the Original Resolution duly passed and adopted by a majority of the full membership of the Passaic Valley Water Commission at its meeting of October 19, 2017.



LOUIS AMODIO
Administrative Secretary

PASSAIC VALLEY WATER COMMISSION

INTER-OFFICE MEMO

DATE: October 5, 2017

FROM: Purchasing Department

TO: Joseph A. Bella
George T. Hanley
Yitzchak Weiss

RE: **Contract # 17-B-18**
Furnish and Deliver Pre-Mixed Concrete

One (1) bid was received, by **Salomon Redi Mix, LLC**. Of Wayne New Jersey, in the amount of **\$155,400.00**

Respectfully submitted,

Gregg B. Lucianin
Purchasing Agent

cc: L. Amodio
J. Duprey

Contract 17-B-18
Pre-Mixed Concrete

Bids Received 3-Oct-17

BIDDERS	BID DEPOSIT CC- Certified Check CA- Cashier's Check BB- Bid Bond	TOTAL AMOUNT OF CONTRACT	REMARKS
Salomone Redimix, LLC 17 Demarest Drive Wayne, New Jersey 07470 mcalvitti@salomone.com	<input type="checkbox"/> Certified Check <input type="checkbox"/> Cashier's Check <input checked="" type="checkbox"/> 10% Bid Bond Not to Exceed \$20,000.00	\$155,400.00	<input checked="" type="checkbox"/> Business Registration Cert. <input type="checkbox"/> PWWC Consent of Surety <input checked="" type="checkbox"/> Other Consent of Surety <input type="checkbox"/> Public Works Cont. Cert.
Joel Tanis & Sons 17-68 River Drive Fair Lawn, New Jersey 07410 kstocket@tanisconcrete.com	<input type="checkbox"/> Certified Check <input type="checkbox"/> Cashier's Check <input type="checkbox"/> Bid Bond Not to Exceed		<input type="checkbox"/> Business Registration Cert. <input type="checkbox"/> PWWC Consent of Surety <input type="checkbox"/> Other Consent of Surety <input type="checkbox"/> Public Works Cont. Cert.
	<input type="checkbox"/> Certified Check <input type="checkbox"/> Cashier's Check <input type="checkbox"/> Bid Bond Not to Exceed \$		<input type="checkbox"/> Business Registration Cert. <input type="checkbox"/> PWWC Consent of Surety <input type="checkbox"/> Other Consent of Surety <input type="checkbox"/> Public Works Cont. Cert.
	<input type="checkbox"/> Certified Check <input type="checkbox"/> Cashier's Check <input type="checkbox"/> Bid Bond Not to Exceed \$		<input type="checkbox"/> Business Registration Cert. <input type="checkbox"/> PWWC Consent of Surety <input type="checkbox"/> Other Consent of Surety <input type="checkbox"/> Public Works Cont. Cert.
	<input type="checkbox"/> Certified Check <input type="checkbox"/> Cashier's Check <input type="checkbox"/> Bid Bond Not to Exceed \$		<input type="checkbox"/> Business Registration Cert. <input type="checkbox"/> PWWC Consent of Surety <input type="checkbox"/> Other Consent of Surety <input type="checkbox"/> Public Works Cont. Cert.

RESOLUTION: 17-102
RESOLUTION OF PASSAIC VALLEY WATER COMMISSION
DATE OF ADOPTION: OCTOBER 19, 2017

Approved as to form and legality by Law Department on basis of facts set forth by Executive Director, Purchasing, Engineering and Finance Departments.

Introduced by Commissioner: SANCHEZ

Seconded by Commissioner: RODRIGUEZ

WHEREAS, under Contract No. 15-B-15 "Furnish and Deliver Repair Clamps and Couplings for Pipe" (the "Contract"), Waterworks Supply Company of Pompton Plains, New Jersey (the "Contractor") provided, and continues to provide, goods and services under this 2-year contract with the Passaic Valley Water Commission ("PVWC") consistently and reliably and effectively and efficiently on an as-needed basis with the Contract commencing November 24, 2015; and

WHEREAS, under the Local Public Contracts Law N.J.S.A. 40A:11-1 et seq. as amended April 17, 2000 (the "Act"), certain discretionary provisions enabled under said Act, including extensions to existing contracts pursuant to N.J.S.A. 40A:11-15 (16) (the "LCPL"), were subsequently adopted by PVWC; and

WHEREAS, pursuant to the LCPL, extensions to existing contracts provide for up to two (2) additional years for contracts which are two (2) years or less, (for a total contract duration not to exceed four (4) years), with recommended actions concerning any and all such extensions subject to PVWC approval through Resolutions; and

WHEREAS, the Contract, otherwise scheduled to end on or about November 23, 2017, includes a provision whereby PVWC may elect to allow said Contract to expire at the end of the time stipulated, or to extend the contract time by annual or semi-annual periods, for a total contract duration not to exceed the maximum allowable set forth hereinabove; and

WHEREAS, under the provisions of the Contract, the Contractor is required to maintain and extend all insurance and performance

bonds, and any other applicable bonds, and to continue to provide goods and services under the extended contract under the terms and conditions of the existing contract; and

WHEREAS, it is, therefore, in the best interests of PVWC, its users and constituent municipalities to extend the Contract for a 2-year period of time beginning November 24, 2017 and ending on November 23, 2019; all as indicated in the Director of Engineering's memorandum dated September 5, 2017, a copy of which is attached hereto and made a part hereof, as Exhibit A; and

WHEREAS, a copy of the Director of Purchasing's memorandum along with the Contractor's correspondence (both dated September 11, 2017) agreeing to a 2-year extension of the Contract (under the terms and conditions of the Contract Documents), and other relevant correspondence, is attached hereto and made a part hereof as Exhibit B; and

WHEREAS, the unit quantities stipulated under the original 2-year Contract are hereby adjusted and reestablished for this 2-year extended portion of the Contract, and, based on the appropriate adjustment of the unit prices currently in effect under the Contract (in accordance with the provisions of N.J.S.A. 40A:11-15 and as set forth in the contract documents) and a negotiated index adjustment of zero (0) percent to said unit prices, the total amount of this extended portion of the Contract equates to \$175,685.84; and

WHEREAS, PVWC's Comptroller has certified, with respect hereto, that funds are currently available for said purpose, and said certificate is included herewith and made a part hereof as Exhibit C;

NOW, THEREFORE, BE IT RESOLVED, by Passaic Valley Water Commission, in the County of Passaic, New Jersey:

1. That PVWC hereby authorizes and awards a 2-year extension to Contract No. 15-B-15 "Furnish and Deliver Repair Clamps and Couplings for Pipe" to Waterworks Supply Company of Pompton

Plains, New Jersey commencing November 24, 2017 and expiring on November 23, 2019; all in accordance with N.J.S.A. 40A:11-15; and in an amount not to exceed \$175,685.84.

2. That the terms of this 2-year extension to the Contract are embodied in this Resolution and Exhibit A which is incorporated herein as the amendment to the Contract.
3. That appropriate officers of the Commission are hereby authorized and directed to execute this Contract extension as set forth hereinabove and implement the terms of this extended Contract in accordance with this Resolution and the submissions provided in connection herewith, and the Secretary of PVWC to attest to this Contract extension and such other officers, employees and officials of PVWC are hereby authorized to perform such acts and execute such documents as are necessary to implement the terms and intentions of this Resolution.
4. That this matter shall be advertised as required by New Jersey law, in accordance with an appropriate form of notice, and a copy of this Resolution shall be placed on file and made available for public inspection at the office of the Administrative Secretary of Passaic Valley Water Commission.

RECORD OF COMMISSION VOTE ON FINAL PASSAGE

	AYE	NAY	ABSTAIN	ABSENT
LEVINE, J.	<u> X </u>	—	—	—
VANNOY, R.	<u> X </u>	—	—	—
BLUMENTHAL, D.	<u> X </u>	—	—	—
KOLODZIEJ, J.	<u> X </u>	—	—	—
SANCHEZ, R.	<u> X </u>	—	—	—
RODRIGUEZ, I.	<u> X </u>	—	—	—
FRIEND, G.	<u> X </u>	—	—	—

Adopted at a meeting of Passaic Valley Water Commission.



President
GERALD FRIEND

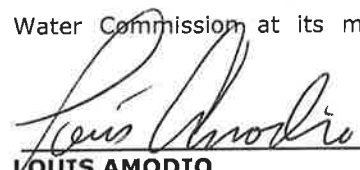


Secretary
DAVID BLUMENTHAL

This Resolution, when adopted, must remain in the custody of the Administrative Secretary.

CERTIFICATION

I, LOUIS AMODIO, Administrative Secretary of the Passaic Valley Water Commission in the County of Passaic, and the State of New Jersey do hereby certify that the foregoing Resolution is a true copy of a legal quorum of the Original Resolution duly passed and adopted by a majority of the full membership of the Passaic Valley Water Commission at its meeting of October 19, 2017.



LOUIS AMODIO
Administrative Secretary

PASSAIC VALLEY WATER COMMISSION

**2-YEAR EXTENSION OF CONTRACT 15-B-15
"FURNISH AND DELIVER REPAIR CLAMPS AND
COUPLINGS FOR PIPE"**

**DIRECTOR OF ENGINEERING'S MEMORANDUM
DATED SEPTEMBER 11, 2017**

EXHIBIT A

PASSAIC VALLEY WATER COMMISSION

INTER-OFFICE MEMORANDUM

Date: September 11, 2017
To: G. Hanley
From: J. Duprey
CC: J. Bella
Subject: 2-Year Extension of Contract 15-B-15 "Furnish and Deliver Repair Clamps and Couplings for Pipe"

Under Contract 15-B-15 "Furnish and Deliver Repair Clamps and Couplings for Pipe" Waterworks Supply Company of Pompton Plains, New Jersey (the "Contractor") has, and continues to, provide goods and services consistently and reliably and effectively and efficiently on an as-needed basis with the said contract commencing on November 24, 2015. This 2-year contract, which is otherwise scheduled to end on or about November 23, 2017, includes a provision whereby PVWC may elect to allow the said contract to expire at the end of the time stipulated, or to extend the contract time by annual or multi-annual periods, for a total contract duration of not more than four (4) years, including extensions. A 2-year extension would result in an overall contract duration of four (4) years which would be permissible under the Local Public Contracts Law N.J.S.A. 40A:11-15 because it would not exceed the maximum allowable.

Attached is a copy of the Director of Purchasing's memorandum, along with the Contractor's correspondence (both dated September 11, 2017) agreeing to a 2-year extension of the contract under the terms and conditions of the Contract Documents.

It is recommended that, subject to review and approval by the Law Department, Contract 15-B-15 be extended for a 2-year period of time beginning November 24, 2017 and ending on November 23, 2019. Based on the re-establishment of the unit quantities for the 2-year extension, and negotiated adjustments of the unit prices [by the escalation Index⁽¹⁾ adjustment of zero (0) percent], all in accordance with the provisions of N.J.S.A. 40A:11-15, the total amount of the extended portion of the contract equates to \$175,685.84.

Note: (1) In accordance with N.J.S.A. 40A:11-15, the Index Rate is the rate of annual percent increase, rounded to the nearest half-percent, in the Implicit Price Deflator for State and Local Government Purchases of Goods and Services, computed and published quarterly by the United States Department of Commerce, Bureau of Economic Analysis.

PASSAIC VALLEY WATER COMMISSION

**2-YEAR EXTENSION OF CONTRACT 15-B-15
"FURNISH AND DELIVER REPAIR CLAMPS AND
COUPLINGS FOR PIPE"**

**DIRECTOR OF PURCHASING'S MEMORANDUM
AND CONTRACTOR'S CORRESPONDENCE
(BOTH DATED SEPTEMBER 11, 2017)**

EXHIBIT B

PASSAIC VALLEY WATER COMMISSION

INTER-OFFICE MEMO

DATE: September 11, 2017

FROM: Purchasing Department

TO: Joseph A. Bella
George T. Hanley
Yitzchak Weiss

RE: **Contract # 15-B-15 "Furnish And Deliver Repair Clamps, Tapping Sleeves And Couplings For Pipe"**

The above referenced contract is due to expire 11/23/17. In accordance with the provisions of N.J.S.A. 40A:11 et seq., L1999, C 440, we have the option to extend this contract for up to another two (2) years.

The current contractor, **Water Works Supply Company, Inc.**, has agreed to a two (2) year extension at no increase in cost. The Finance Department has "Certified the Availability of Funds" (documentation attached).

Current Contract Amount (Two Years) = \$175,685.84

Extension Amount (Two Years) = \$175,684.84

Respectfully submitted,

Gregg B. Lucianin
Purchasing Agent

cc: L. Amodio
J. Duprey

Duprey, Jim

From: Water Works Supply Pompton <pomptonsales@wwscnj.com>
Sent: Monday, September 11, 2017 10:28 AM
To: Duprey, Jim
Cc: Lucianin, Gregg
Subject: Contract 15-b-15

Jim,

Waterworks Supply Company of Pompton Plains, New Jersey hereby agrees to a Two Year Extension (11-24-17 through 11-23-19) of Contract 15-B-15 "Furnish and Deliver Repair Clamps, Tapping Sleeves & Couplings For Pipe" at 0% Increase in unit prices.

Joe Kuba

Branch Manager
Water Works Supply Co. Inc.
State Highway 23 North
Pompton Plains, NJ 07444
(973) 835-2153
(973) 835-8743
pomptonsales@wwscnj.com
Check out our website:
www.wwscnj.com

PASSAIC VALLEY WATER COMMISSION

**2-YEAR EXTENSION OF CONTRACT 15-B-15
"FURNISH AND DELIVER REPAIR CLAMPS AND
COUPLINGS FOR PIPE"**

PVWC'S FINANCIAL CERTIFICATION

EXHIBIT C

OFFICE OF THE COMPTROLLER

CERTIFICATION OF AVAILABILITY OF FUNDS

It is hereby certified that subject to Commission approval of future Budgets, with respect to multi-budget year contracts, there are or will be sufficient available funds for expenditures to be incurred as result of any contract or commitment to be entered into by Passaic Valley Water Commission as follows:

Description of Project or Contract Extension: **15-B-15 - Water Works Supply Company, Inc.**

Amount of Project or Contract: \$ 175,685.84

1. Acct: # 001-0000-131-01-00 Inventory

Specific Appropriation to which expenditures will be charged: Budget 2017/2018/2019

Other comments: Two Year Contract Extension Commencing: November 2017
Repair Clamps, Tapping Sleeves and Couplings for Pipe

Date of Certification: 09/11/2017 Certified: \$ 175,685.84



Yitzhak Weiss
Comptroller and Chief Financial Officer

YW:gbl

RESOLUTION: 17-101
RESOLUTION OF PASSAIC VALLEY WATER COMMISSION
DATE OF ADOPTION: OCTOBER 19, 2017

Approved as to form and legality by Law Department on basis of facts set forth by Executive Director, Purchasing, Engineering and Finance Departments.

Introduced by Commissioner: SANCHEZ

Seconded by Commissioner: RODRIGUEZ

WHEREAS, the herein resolution supersedes previously approved resolution (17-97) for procurement of Builders Risk Insurance for Contract No. 15-B-25 "Water Storage Improvements Phase 1-Standby Emergency Generators" ("Builder's Risk Insurance"); and

WHEREAS, the Builder's Risk Insurance coverage has been revised to include available and recommended terrorism coverage (which increases the total amount set forth in the previously approved resolution by \$574) for a revised total amount of \$22,948.00; and

WHEREAS, coverage under the revised Builder's Risk Insurance policy shall commence effective October 19, 2017 (to coincide with the herein authorization and approval by the Commission) and expire October 19, 2018; and

WHEREAS, a copy of the revised quote dated September 26, 2017 from C.N.A. for Builder's Risk Insurance coverage (updated to include recommended terrorism coverage and the adjusted dates of coverage as set forth hereinabove) is attached hereto and made a part hereof as Exhibit A; and

WHEREAS, PVWC's Comptroller has certified, with respect hereto, that funds are currently available for said purpose and said certificate is attached hereto as Exhibit B; and

NOW, THEREFORE, BE IT RESOLVED, by Passaic Valley Water Commission, in the County of Passaic, New Jersey:

1. That in accordance with Contract No. 15-B-25 "Water Storage Improvements Phase 1-Standby Emergency


Generators" PVWC wishes to bind coverage with C.N.A. for Builder's Risk insurance in accordance with C.N.A.'s revised quote (Exhibit A).

2. That the appropriate officers of the Commission are hereby authorized to execute whatever documents are needed to bind coverage, and to take whatever steps are needed to secure and maintain this policy accordance with this Resolution and the submissions provided in connection therewith.

RECORD OF COMMISSION VOTE ON FINAL PASSAGE

	AYE	NAY	ABSTAIN	ABSENT
VANNOY, R.	<u>X</u>	---	---	---
LEVINE, J.	<u>X</u>	---	---	---
RODRIGUEZ, I.	X	---	---	---
KOLODZIEJ, J.	<u>X</u>	---	---	---
FRIEND, G.	<u>X</u>	---	---	---
BLUMENTHAL, D.	<u>X</u>	---	---	---
SANCHEZ, R.	<u>X</u>	---	---	---

Adopted at a meeting of Passaic Valley Water Commission.



President
GERRY FRIEND




Secretary
DAVID BLUMENTHAL

This Resolution, when adopted, must remain in the custody of the Administrative Secretary.

CERTIFICATION

I, LOUIS AMODIO, Administrative Secretary of the Passaic Valley Water Commission in the County of Passaic, and the State of New Jersey do hereby certify that the foregoing Resolution is a true copy of a legal quorum of the Original Resolution duly passed and adopted by a majority of the full membership of the Passaic Valley Water Commission at its meeting of October 19, 2017.



LOUIS AMODIO
Administrative Secretary

PASSAIC VALLEY WATER COMMISSION

**CONTRACT 15-B-25
WATER STORAGE IMPROVEMENTS-PHASE 1
STANDBY EMERGENCY GENERATORS
BUILDER'S RISK INSURANCE**

**REVISED QUOTE FROM C.N.A. DATED SEPTEMBER 26, 2017
FOR BUILDER'S RISK COVERAGE
ON THE WORK FOR CONTRACT 15-B-25**

EXHIBIT A

COMMERCIAL INSURANCE PROGRAM



333 S Wabash, Chicago, IL 60604

Presented to:

**JON ZIMAN
CAPACITY COVERAGE CO. OF NJ, INC.
ONE INTERNATIONAL BLVD, 3RD FL
MAHWAH, NJ 07495**

Representing:

**Passaic Valley Water Commission
1525 Main Ave
Clifton, NJ-07011**

Prepared by:

**Renee Legare
Underwriter / Monoline Inland Marine
Renee.Legare@cna.com
908-991-4490**



9/26/2017

TO: JON ZIMAN
CAPACITY COVERAGE CO. OF NJ, INC.

RE: Monoline Builders Risk Property Quotation

Account Name: Passaic Valley Water Commission
Effective Date: 10/19/2017
New/Renewal: New
SBU: Inland Marine
Program: N/A

Account Premium Recap

Coverage	Quote #	Eff/Exp Date	Company	Premium
Monoline Inland Marine	6050122428	10/19/2017 to 10/19/2018	Continental Insurance Company	\$ 22,374 (Prem does not incl TRIA prem)

Additional Information and Comments Applicable to this Quote:

<p>Excluding flood coverage for high hazard zones. Excluding coverage for Frame and/or JM construction.</p>

Only the relevant insurance policy can provide the full terms, conditions, amounts and exclusions applicable to the coverage herein. The relevant insurance policy will include the Builders Risk Coverage Form and any applicable schedules and endorsements, including any state mandatory endorsements and policy holder notices that may be required. If you have questions about the coverage being quoted, please contact the underwriter who prepared this quote letter.

CNA Inland Marine provides a full range of product offerings including Property, Contractors Equipment, Medical and Scientific Equipment Coverage, Railroad Rolling Stock, Fine Arts coverage for museums, galleries and collectors, Radio and TV Towers and related Communications Equipment, Motor Truck Cargo and other related Transportation products such as Logistics, Freight Brokers, Warehouse Legal Liability and Transportation.

This quotation is based upon your responses in the application or representations made by your agent. A change in any of your responses could affect this offer. All quotes are subject to the application of the correct modification factors, any pending rate changes, and risk reservation. No alterations in the proposal may be made without the prior written approval of CNA. This quotation is valid for 30 days or the inception date whichever is first.



Account Name: Passaic Valley Water Commission

IMPORTANT INFORMATION
NOTICE OF INSURANCE COVERAGE FOR ACTS OF TERRORISM
AND DISCLOSURE OF PREMIUM

You are hereby notified that under the Terrorism Risk Insurance Act, as extended and reauthorized ("Act"), you have a right to purchase insurance coverage of losses arising out of acts of terrorism, as defined in Section 102(1) of the Act, subject to all applicable policy provisions. The Terrorism Risk Insurance Act established a federal program within the Department of the Treasury, under which the federal government shares, with the Insurance Industry, the risk of loss from future terrorist attacks.

The Act applies when the Secretary of the Treasury certifies that an event meets the definition of an act of terrorism. Originally, the Act provided that, to be certified, an act of terrorism must cause losses of at least five million dollars and must have been committed by an individual or individuals acting on behalf of any foreign person or foreign interest as part of an effort to coerce the government or population of the United States. However, the 2007 re-authorization of the Act no longer requires the act of terrorism to be committed by or on behalf of a foreign interest and certified acts of terrorism now encompass, for example, a terrorist act committed against the United States government by a United States citizen when the act is determined by the federal government to be "a certified act of terrorism".

In accordance with this Act, we are required to continue to offer you coverage for losses resulting from an act of terrorism that is certified under the federal program. The policy's other provisions, including nuclear, war or military action exclusions, will still apply to such an act. The premium for this coverage will be included for each coverage part as shown below under DISCLOSURE OF PREMIUM and is included in, not in addition to, the premium shown on the Account Premium Recap.

Disclosure of Premium:

Quote #	Coverage	Premium	Eff/Exp Date
6050122428	Inland Marine	\$ 574	10/19/2017 to 10/19/2018
	Inland Marine - Fire Following *	\$ -	

The United States Department of the Treasury will pay a share of terrorism losses insured under the federal program. The federal share equals 85% of that portion of the amount of such insured losses that exceeds the applicable insurer retention. However, if aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a Program Year (January 1 through December 31), the Treasury shall not make any payment for any portion of the amount of such losses that exceeds \$100 billion.

Further, this coverage is subject to a limit on our liability, pursuant to the federal law where, if aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a Program Year (January 1 through December 31) and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and, in such case, insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

In the absence of affirmative US Congressional action to extend, update, or otherwise reauthorize the Act, in whole or in part, the Act is scheduled to expire December 31, 2014.

The timetable for any further Congressional action respecting the Act is unknown at this time. In the event of expiration of the Act, if your policy provides coverage for losses caused by acts of terrorism, coverage for such losses is still subject to all terms, definitions, exclusions, and conditions in your policy.

If your policy provides coverage for losses caused by acts of terrorism and if it charges a premium for such coverage, then such premium charge may continue or change for new, renewal, and in-force policies in effect on or after December 31, 2014 in the event of the Act's expiration, in accordance with applicable state law.

* Due to state Standard Fire Policy regulations, this premium must be retained even if certified acts of terrorism coverage is excluded for locations in the following states: CA, GA, HI, IA, IL, MA, ME, MO, NC, NJ, NY, OR, RI, WA, WV, and WI (the same regulations apply to terrorism premium retained for Inland Marine for locations in the states of CA, HI, ME, MO, OR and WI).



REJECTION OF CERTIFIED ACTS OF TERRORISM COVERAGE

INSTRUCTIONS TO INSURED:

You are hereby notified that under the Terrorism Risk Insurance Act, as extended and reauthorized ("Act"), you have a right to purchase Insurance coverage of losses arising out of acts of terrorism, as defined in Section 102(1) of the Act, subject to all applicable policy provisions. The Terrorism Risk Insurance Act established a federal program within the Department of the Treasury, under which the federal government shares, with the Insurance Industry, the risk of loss from future terrorist attacks.

This Act applies when the Secretary of the Treasury certifies that an event meets the definition of an act of terrorism, which is an act committed by an individual or individuals to coerce the government or population of the United States, that results in aggregate losses of \$5 million or more. The 2007 re-authorization no longer requires the act of terrorism to be committed by or on behalf of a foreign interest and certified acts of terrorism now encompass, for example, a terrorist act committed against the United States government by a United States citizen when the act is determined by the federal government to be "a certified act of terrorism."

You may choose to exclude Certified Acts of Terrorism, as described above. This Rejection of Certified Acts of Terrorism Coverage Form is valid only if fully completed and returned to us. For each Coverage Part rejected, the corresponding "Reject" area must be checked, and the "Policy Number" and "Policy Period" must be indicated. In addition, the SIGNATURE BLOCK (below) must be completed in its entirety. The applicable policy will then be endorsed to exclude terrorism, and the premium recalculated.

The states of CA, CT, GA, HI, IA, IL, MA, ME, MO, NC, NJ, NY, OR, RI, WA, WI, and WV have Standard Fire Policy (SFP) statutes that are applicable to your Property and, in CA, ME, MO, OR and WI, to your Inland Marine coverages. In these states, coverage is required to be provided for fire damage that results or follows from any cause of loss, even those that are otherwise excluded. As a result, although certified acts of terrorism are excluded from your policy, we are statutorily required to insure against fire damage that might result from otherwise excluded acts of terrorism. In addition, certain states may not allow coverage for certified acts of terrorism to be rejected for any coverage part. Terrorism coverage can not be rejected for Workers' Compensation in any state.

If the circumstances in the above paragraph apply, the United States Government, Department of the Treasury, will pay a share of terrorism losses insured under the federal program. The federal share equals 85% of that portion of the amount of such insured losses that exceeds the applicable insurer retention. However, if aggregate insured losses attributable to terrorist acts certified under the Act exceed \$100 billion in a Program Year (January 1 through December 31), the Treasury shall not make any payment for any portion of the amount of such losses that exceeds \$100 billion.

Further, this coverage is subject to a limit on our liability, pursuant to the federal law where if aggregate insured losses attributable to terrorist acts certified under the Act exceed \$100 billion in a Program Year (January 1 through December 31) and we have met our insurer deductible under the Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

This Rejection of Certified Acts of Terrorism Coverage Form applies only during the "Policy Period" indicated below. Please consult your CNA agent with any questions regarding this form.



SELECTION OR REJECTION OF TERRORISM INSURANCE COVERAGE

Account Name: Passaic Valley Water Commission
 Policy Number: IM 6050122428
 Effective Period: 10/19/2017 to 10/19/2018

<input checked="" type="checkbox"/>	I hereby elect to purchase coverage for losses arising out of certified acts of terrorism, as defined in the Act and subject to all applicable policy provisions.
-------------------------------------	---

<input type="checkbox"/>	I hereby agree to the rejection of terrorism coverage for the listed policy, as indicated above. I understand that a rejection of terrorism coverage means the exclusion of foreign and domestic acts of terrorism that are determined by the Department of Treasury to be Certified Acts of Terrorism as defined in the Terrorism Risk Insurance Act. I also recognize by waiving this coverage, if I so choose to add terrorism coverage on at a later date within this policy term, coverage will not be available if the alert level has been raised above "orange". I hereby agree that I am abiding by the rules and terms of my mortgagee, loss payee or additional insured as interest may appear, and have notified them of my intent to reject coverage.
--------------------------	--

SIGNATURE BLOCK

By: _____ <i>Authorized Representative's Signature</i>	_____ <i>Authorized Representative's Title</i>
_____ <i>Named Insured</i>	_____ <i>Date of Signature</i>



COVERAGE SUMMARY FOR INLAND MARINE - BUILDERS RISK

Account Name: Passaic Valley Water Commission
Effective Period: 10/19/2017 to 10/19/2018
Company: Continental Insurance Company

Pricing Summary

	Rating Base	Annual Rate	Premium
General Builders Risk	28,700,000		\$ 20,664
Terrorism			\$ 574
Fire Following			\$ -
Equipment Breakdown			\$ 1,710
Total (incl. Terrorism, Fire Following & EB if covered)	28,700,000		\$ 22,948
Does not include taxes, fees, and surcharges which are subject to state-specific rules.			

Commission	15.0%
Minimum Earned Premium	None
Payment Plan	Agency Bill, Prepaid

Policy Level Summary

Hard Costs Limit	28,500,000
Existing Buildings or Structures Limit	-
Business Income Limit	100,000
Extra Expense Limit (if "Included", Extra Expense Included in the Business Income Limit)	-
Contractual Penalties Limit	-
Soft Costs Limit	100,000
Property in Transit Limit	2,500,000
Temporary Storage Limit	2,500,000
Existing Buildings or Structures Valuation	0

Policy Level Deductible (Unless Where Otherwise Specified)	\$10,000
Time Element Waiting Period (Days)	0
Property in Transit Deductible	\$10,000
Water Damage Deductible	\$10,000
Wind / Hall Deductible	\$0

Wind / Hall Exclusion	Does Not Apply
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Time Element Extensions	
Denial of Access by Civil Authority/Ingress-Egress: # of Days	-
Service Interruption	-

Equipment Breakdown & Testing	Limit	Deductible
Testing	Included	\$10,000
Operational Testing	28,500,000	\$10,000
Equipment Breakdown	28,500,000	\$10,000

**Additional Coverages and Coverage Extensions**

Property Sublimits	Limit
Decontamination Expense	10,000
Emergency Removal	Included
Employee Theft	25,000
Expenses to Reduce a Loss	Included
Fungi Limited Coverage (Annual Aggregate)	25,000
Pollutant Cleanup and Removal (Annual Aggregate)	25,000
Radioactive Contamination	25,000
Trees, Shrubs, Lawns, Sod and Plants (Per Item)	25,000
Trees, Shrubs, Lawns, Sod and Plants (Per Occurrence)	100,000
Unintentional Errors and Omissions	25,000

Property Additional Limits	Limit	Valuation ¹
Arson and Crime Reward	50,000	
Debris Removal Including Recycling Additional Expense-Additional Amount	250,000	
EDP - Direct Damage	-	
EDP - Data Restoration	-	
Fire Department Service Charge and Extinguishing Expense	50,000	
Furniture and Fixtures	-	
Green Coverage: Certification Protection - Hard Costs Limit	-	
Green Coverage: Certification Protection - Electricity & Water Expense Limit	-	
Jobsite Trailers	100,000	ACV
Loss Adjustment Expense	50,000	
Recharge of Fire Protection Equipment	50,000	
Temporary Structures - Additional Covered Property	25,000	ACV
Temporary Structures - Costs to Dismantle and Re-erect	25,000	
Valuable Papers and Records	250,000	
Ordinance or Law		
Undamaged Portion of the Building or Structure	Included	
Demolition Cost & Increased Cost of Construction	1,000,000	
Inflation Guard		
Damaged Portion of Project - Percentage	Not Covered	
Unbuilt Portion of the Project - Occurrence Limit	-	
Unbuilt Portion of the Project - Percent of Increase	Not Covered	
Machinery, Tools and Equipment		
Itemized List on File Date		
Itemized List on File Limit	Not Covered	-
Other Than Itemized - Per Occurrence	Not Covered	-
Other Than Itemized - Per Item	-	

NAMED STORM

Location	Ann Agg Limit	Occur Limit	Occurrence Deductible
All (subject to limits/deductibles shown below)	28,700,000	28,700,000	10,000
Max Per Occurrence Deductible			None

¹ Valuation Abbreviations: ACV = Actual Cash Value; RC = Replacement Cost; AV = Actual Value



EARTHQUAKE & FLOOD (Coverage applies ONLY in Hazard Areas where a limit is shown.)

Hazard Area	Earthquake-Volcanic Eruption			Flood		
	Limits			Limits		
	Annual Agg	Occurrence	Per Occurrence Deductibles	Annual Agg	Occurrence	Per Occurrence Deductibles
Critical / High						
Moderate						
Low						
All	\$10,000,000	\$10,000,000	\$10,000	\$10,000,000	\$10,000,000	\$10,000
Maximums	Annual Agg Limit All Locations \$10,000,000		Max Occurrence Deductible	Annual Agg Limit All Locations \$10,000,000		Max Occurrence Deductible

Additional Conditions & Descriptions

Collapse of Existing Building Coverage	Does Not Apply
Need for Adequate Insurance Clause	Applies
Permission To Occupy Endorsement	Does Not Apply
Serial Loss Limitation	Does Not Apply
Contingent Coverage	Does Not Apply

Project Description:
Water storage Improvements Phase I, Standby Emergency Generators and Construction of new building. Contract No 15-B-25

Jobsite Description:
800 UNION BLVD, TOTOWA, NEW JERSEY, 7512

Additional Soft Costs Endorsement:
Not Included

Additional Named Insureds Endorsement:

Manuscript Endorsements:
None

Green Certification - Other

PASSAIC VALLEY WATER COMMISSION

**CONTRACT 15-B-25
WATER STORAGE IMPROVEMENTS-PHASE 1
STANDBY EMERGENCY GENERATORS
BUILDER'S RISK INSURANCE**

PVWC'S FINANCIAL CERTIFICATION SHEET

EXHIBIT B

OFFICE OF THE COMPTROLLER

CERTIFICATION OF AVAILABILITY OF FUNDS

It is hereby certified that, subject to Commission approval of future budgets, there are or will be sufficient funds for expenditures to be incurred as a result of any contract or commitment to be entered by Passaic Valley Water Commission as follows:

Description of Project or Contract: Builders Risk Insurance (C.N.A.) for PVWC Contract 15-B-25

Amount of Project or Contract: \$22,948

1. Acct #: 001-0901-419.95-24 Reservoir Covers

Other Comments:

Date of Certification: September 1, 2017



Yitzchak Weiss, CPA
Comptroller and Chief Financial Officer
Passaic Valley Water Commission

YW:yw

RESOLUTION: 17-0001
RESOLUTION OF PASSAIC VALLEY WATER COMMISSION
DATE OF ADOPTION: OCTOBER 19, 2017

Approved as to form and legality by Law Department on basis of facts set forth by Executive Director, Purchasing, Engineering and Finance Departments.

Introduced by Commissioner: SANCHEZ

Seconded by Commissioner: ROBRIGUEZ

WHEREAS, PVWC has received approval of a grant (FFY17 Urban Areas Security Initiative (UASI-Local Share), CFDA #97.067, Award #EMW-2017-SS-00043-S01 (herein, the "UASI Grant") from the Office of Homeland Security and Preparedness (OHSP) in the amount of \$150,000.00 (the "Grant") as set forth in a letter dated September 15, 2017 from Jared Maples, Acting Director, Office of Homeland Security and Preparedness, and a copy of said letter, along with a copy of the grant agreement (the "Grant Agreement"), is attached hereto and made a part hereof as Exhibit A; and

WHEREAS, a copy of correspondence from OHSP dated September 26, 2017 extending the signed and executed Grant Agreement return date to October 25, 2017 (to accommodate PVWC's October Commission Meeting date) is attached hereto and made a part hereof as Exhibit B; and

WHEREAS, the project includes purchasing and installing additional facility target hardening at the Little Falls Water Treatment Plant, with certifications, terms, conditions, and other requirements; all as set forth in the Grant Agreement (herein the "Project"); and

WHEREAS, PVWC hereby accepts the Grant and authorizes procurement of eligible goods and services for the Project in accordance with the Grant Agreement and subject to applicable requirements of the Local Public Contracts Law; and

WHEREAS, the Executive Director and the Director of Engineering have reviewed the above-referenced Grant Agreement and

related correspondence, (and the General Counsel has reviewed the same as to form and legality) and recommend that the Grant Agreement be approved;

NOW, THEREFORE, BE IT RESOLVED, by Passaic Valley Water Commission, in the County of Passaic, New Jersey;

1. PVWC hereby accepts the Grant for procurement of eligible goods and services related to the Project in the total amount not to exceed \$150,000.00; and
2. That the appropriate officers of the Commission are hereby authorized to execute the Grant Agreement; and implement the terms of said Grant Agreement in accordance with this Resolution and the submissions provided in connection therewith; all as set forth hereinabove.

RECORD OF COMMISSION VOTE ON FINAL PASSAGE

	AYE	NAY	ABSTAIN	ABSENT
LEVINE, J.	<u> X </u>	___	___	___
VANNOY, R.	<u> X </u>	___	___	___
BLUMENTHAL, D.	<u> X </u>	___	___	___
KOLODZIEJ, J.	<u> X </u>	___	___	___
SANCHEZ, R.	<u> X </u>	___	___	___
RODRIGUEZ, I.	<u> X </u>	___	___	___
FRIEND, G.	<u> X </u>	___	___	___

Adopted at a meeting of Passaic Valley Water Commission.



President
GERALD FRIEND

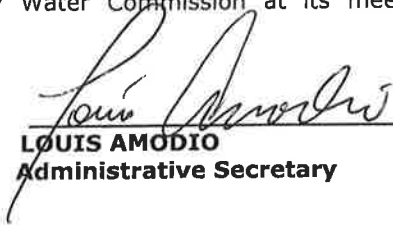


Secretary
DAVID BLUMENTHAL

This Resolution, when adopted, must remain in the custody of the Administrative Secretary.

CERTIFICATION

I, LOUIS AMODIO, Administrative Secretary of the Passaic Valley Water Commission in the County of Passaic, and the State of New Jersey do hereby certify that the foregoing Resolution is a true copy of a legal quorum of the Original Resolution duly passed and adopted by a majority of the full membership of the Passaic Valley Water Commission at its meeting of October 19, 2017.



LOUIS AMODIO
Administrative Secretary

PASSAIC VALLEY WATER COMMISSION

FFY17 UASI GRANT

**THE OFFICE OF HOMELAND SECURITY AND PREPARDNESS (OHSP)
GRANT AWARD LETTER DATED SEPTEMBER 15, 2017
WITH GRANT AGREEMENT**

EXHIBIT A

PASSAIC VALLEY WATER COMMISSION

FFY17 UASI GRANT

**THE OFFICE OF HOMELAND SECURITY AND PREPARDNESS (OHSP)
CORRESPONDENCE DATED SEPTEMBER 26, 2017**

EXHIBIT B

Duprey, Jim

From: Lisa Conte <LConte@njohsp.gov>
Sent: Tuesday, September 26, 2017 11:59 AM
To: Duprey, Jim; Kathleen Wynn; Doohan, Denis; Ducca, William; James Sheehan (jsheehan@nnjuasi.org); 'Rachel Tkatch' (rtkatch@nnjuasi.org)
Cc: Byrne, Kevin
Subject: RE: Passaic Valley Water Commission - FY17 UASI-Local Share Award

I can extend the grant agreement return date until October 25th. I'm your OHSP grant liaison should you have any further questions or concerns.

From: Duprey, Jim [mailto:JDUPREY@PVWC.com]
Sent: Tuesday, September 26, 2017 11:40 AM
To: Kathleen Wynn <KWynn@njohsp.gov>; Doohan, Denis <dooohan@passaiccountynj.org>; Ducca, William <william.ducca@co.middlesex.nj.us>; James Sheehan (jsheehan@nnjuasi.org) <jsheehan@nnjuasi.org>; 'Rachel Tkatch' (rtkatch@nnjuasi.org) <rtkatch@nnjuasi.org>
Cc: Lisa Conte <LConte@njohsp.gov>; Byrne, Kevin <KBYRNE@PVWC.com>
Subject: RE: Passaic Valley Water Commission - FY17 UASI-Local Share Award

Thank you all very much for extending the referenced grant to PVWC.

We are requesting an extension of the October 13, 2017 time frame for submission of a signed Grant Agreement with the referenced attachments to after PVWC's next Commission meeting on October 19, 2017. Please confirm via e-mail to us that this is acceptable.

We'll reach out to you with any questions we may have during this process.

Again, we really appreciate your efforts on PVWC's behalf. Thanks.

From: Kathleen Wynn [mailto:KWynn@njohsp.gov]
Sent: Thursday, September 21, 2017 1:45 PM
To: Duprey, Jim; Byrne, Kevin; Doohan, Denis; Ducca, William; James Sheehan (jsheehan@nnjuasi.org); 'Rachel Tkatch' (rtkatch@nnjuasi.org)
Cc: Lisa Conte
Subject: Passaic Valley Water Commission - FY17 UASI-Local Share Award

Dear Sir or Madam:

Attached please find your organization's FY17 UASI-Local Share award package. The original letter and grant agreement were sent to the addressee by regular U.S. mail.

If you have any questions, please do not hesitate to contact me at (609) 584-4428.

Thank you.

Kathy

Kathleen Wynn
Grants Management Bureau
OFFICE OF HOMELAND SECURITY AND PREPAREDNESS
(609) 584-4428

The information contained in this e-mail, including any attachment(s), is intended solely for use by the named addressee(s) and may contain Sensitive but Unclassified information that may be statutorily or otherwise prohibited from being released without appropriate approval. If you are not the intended recipient you are not authorized to disclose, copy, distribute or retain this message, in whole or in part, without written authorization from the NJ Office of Homeland Security and Preparedness. If you have received this message in error, please notify the sender immediately, permanently delete this email, along with any attachments and destroy any printouts. This notice is included in all e-mail messages leaving the NJ Office of Homeland Security and Preparedness. Thank you for your cooperation.

Socialize with PVWC!



CHRIS CHRISTIE
GOVERNOR

KIM GUADAGNO
LT. GOVERNOR

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

JARED MAPLES
ACTING DIRECTOR

September 15, 2017

Joseph A. Bella, Executive Director
Passaic Valley Water Commission
1525 Main Avenue
Clifton, NJ 07011

RE: FFY17 Urban Areas Security Initiative (UASI-Local Share)
(CFDA #97.067, Award #EMW-2017-SS-00043-S01)
(DUNS #064279839, EIN #22-6002470)

Dear Executive Director Bella:

The New Jersey Office of Homeland Security and Preparedness (OHSP) is pleased to advise you that the Passaic Valley Water Commission is awarded \$150,000.00 for the approved project from the FFY17 UASI-Local Share Grant Program. The main purpose of this funding is to enhance your agency's and the UASI region's ability to build, maintain and sustain national preparedness capabilities for the below listed project which is outlined in the attached approved Project Proposal and Annex.

	<u>Project Name</u>	<u>Amount</u>
1.	Facility Target Hardening	<u>\$ 150,000.00</u>
TOTAL		\$ 150,000.00

These funds will be available to your agency for allowable program expenditures upon the completion of the requirements listed below:

- 1.) Return of a signed FFY17 Grant Agreement and required attachments (A through F) by October 13, 2017, to Kathleen Wynn, Grants Management Bureau, OHSP, at the above address.

- 2.) The awarding of these funds is conditioned upon your agency's full participation with the OHSP Grant Tracking System (GTS). Your grant coordinator will be contacted by our grant liaison once the system is ready to accept entries for your approved projects.

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 expenditures will be ineligible for reimbursement.

The attached Grant Agreement sets forth the certifications, terms, conditions and assurances required of your agency before OHSP will authorize the agency 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 signed and returned to OHSP by October 13, 2017. It is extremely important to implement the activities in the approved Project Proposal(s) and Annex(es) in a timely manner to avoid reprogramming of any awarded funds.

The FFY17 UASI grant program has a thirty-six (36) month period of performance (September 1, 2017 to August 31, 2020). On or about **February 1, 2019**, 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, 2020**. Final reimbursement packages are to be completed and forwarded to OHSP by **July 31, 2020**. In addition, reimbursement request packages are to be submitted to OHSP on a quarterly basis, reference Section IX, A in the attached Grant Agreement.

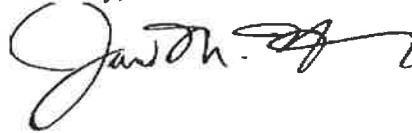
OHSP recognizes there may be extraordinary circumstances that necessitate an extension on a case-by-case basis. FEMA has informed us, however, that they will only approve extensions based upon compelling legal, policy or operation challenges. Therefore, it is critical to observe the above provided performance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

During the period of performance for this grant, any intended programmatic changes must be submitted to OHSP using the Project Proposal(s) and Annex(es). Once the revised Project Proposal and Annex have been reviewed and approved, spending authority for the documented changes will be granted. All programmatic changes must be approved by the UASI Sub-Committee from where the project was funded and the UASI Executive Committee.

Joseph A. Bella, Executive Director
Page 3
September 15, 2017

If you have any questions regarding this agreement, please contact Lisa Conte, UASI Grants Coordinator, at 609 584-5091. Thank you for your support as we continue working collectively to ensure the safety of our citizens.

Sincerely,



Jared Maples, Acting Director
Office of Homeland Security and Preparedness

JM/DM:kw
Enclosures

cc: Randall Richardson, Director of Administration/Chief Fiscal Officer, OHSP
Daniel Morocco, Grants Management Bureau Chief, OHSP
Robert Kilmurray, Grants Management Deputy Bureau Chief, OHSP
Lisa Conte, UASI Grant Coordinator, OHSP
James Duprey, Passaic Valley Water Commission
Kevin Byrne, Passaic Valley Water Commission
Denis Doohan, Passaic County Risk Mitigation Planner
James Sheehan, UASI OMRI
Rachel Tkatch, UASI OMRI

STATE OF NEW JERSEY FEDERAL GRANT AGREEMENT

Office of Homeland Security and Preparedness And Passaic Valley Water Commission (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
- F. Grant Program Directorate Information Bulletin No. 407 – Use of Grant funds for Controlled Equipment

STATE OF NEW JERSEY
NEW JERSEY OFFICE OF HOMELAND SECURITY AND
PREPAREDNESS FEDERAL GRANT AGREEMENT
(Award No. EMW-2017-SS-00043-S01, CFDA No. 97.067)

I. Grant Agreement Data.

This agreement is between **Passaic Valley Water Commission** (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 **\$150,000.00 of FY17 Urban Areas Security Initiative (UASI-Local Share), (Performance Period: September 1, 2017 to August 31, 2020)**, to implement the projects within their approved Project Proposal(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 period of 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.gpo.gov/fdsys/pkg/FR-2013-12-26/pdf/2013-30465.pdf>
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: <https://www.dhs.gov/publication/homeland-security-presidential-directive-5> and NIMS objectives: http://www.fema.gov/pdf/emergency/nims/FY2009_NIMS_Implementation_Chart.pdf The Resource Typing Library Tool is available through: <https://rtl.preptoolkit.fema.gov/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 Project Proposal.
- 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), Debarment, Suspension, Ineligibility and Voluntary Exclusion (Attachment E) and Grant Program Directorate Information Bulletin No. 407 – Use of Grant funds for Controlled Equipment (Attachment F).
- G. Furthermore, the following projects require special conditions when funded:
 - o CBRNE/HazMat Projects (Attachment G)
 - o Interoperability Projects (Attachment H)
 - o Automated License Plate Readers/Certification Form (Attachment I)
 - o Specialized Vehicles (Attachment J)
 - o Information Technology Projects (Attachment K)
 - o AG's Protocol for Processing and Issuing I.D. Cards (Attachment L)
 - o Exercise Salary Reimbursements (Attachment M)
 - o 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>.

- H. 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. In order to fulfill its requirements, DHS mandates awardees and/or responsible jurisdiction Subrecipients 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>.
- I. 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.
- J. All homeland security funded purchases shall be considered regional assets and shall be made available consistent with Mutual Aid Agreements and/or Declaration of State of Emergency. In such cases, requests for regional assets shall be made through the county Emergency Operations Centers/State Emergency Operations Center to assure deployment prioritization needs.

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 "Personnel 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 Project Proposal(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 15-08-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 Project Proposal(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; 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/revenue/debarment.index.shtml> 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 (NJCFS) 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, to include debarment searches and competitive bidding requirements.
 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 under 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, the 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 the 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 Subrecipient and requires the Subrecipient to provide for OHSP's access to such records in any grant with the Subrecipient.
- D. OHSP reserves 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 place a Subrecipient in an “At Risk” status, meaning their status as a Subrecipient may, because of failure to comply with defined terms and conditions of a grant program, be in jeopardy of further participation. Should an agency be placed in this status, they will be formally noticed with a written correspondence. The agency may also be given a Corrective Action Plan (CAP) and an opportunity to correct the findings at hand. Failure to comply with a CAP may result in one or more of the following actions, as appropriate, given 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 obligations 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 _____, 2017, and it shall expire at midnight, August 31, 2020.

- February 1, 2019:** Midterm financial and programmatic review, at least fifty percent (50%) of the award shall be legally/contractually obligated.
- February 1, 2020:** All awarded funds (100%) shall be legally/contractually obligated.
- July 31, 2020:** 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:

**PASSAIC VALLEY WATER
COMMISSION**

Date: _____

WITNESS:

Date: _____

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

Jared Maples
Acting Director

Date: _____

WITNESS:

Date: _____



Gov. CHRIS CHRISTIE | Lt. Gov. KIM GUADAGNO | Acting Dir. JARED MAPLES

NJOHSP

OFFICE OF HOMELAND SECURITY AND PREPAREDNESS

**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.

NAME (Authorizing Official)

SIGNATURE

DATE: _____



Gov. CHRIS CHRISTIE | Lt. Gov. KIM GUADAGNO | Acting Dir. JARED MAPLES

NJOHSP

OFFICE OF HOMELAND SECURITY AND PREPAREDNESS

STANDARD ASSURANCES

The Applicant hereby assures and certifies compliance with all applicable Federal statutes, regulations, policies, guidelines, and requirements, including all relevant OMB Circulars; Ex. Order 12372 (intergovernmental review of federal programs); and 2 C.F.R. 200, as amended, (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 2 C.F.R. 200, as amended.
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.



AGREEMENT ARTICLES
Homeland Security Grant Program

GRANTEE: New Jersey Office of Homeland Security
and Preparedness
PROGRAM: Homeland Security Grant Program
AGREEMENT NUMBER: EMW-2017-SS-00043-S01

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Article I - Summary Description of Award

The purpose of the FY 2017 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 32 core capabilities essential to achieving the National Preparedness Goal of a secure and resilient Nation. Among the five basic homeland security missions noted in the DHS Quadrennial Homeland Security Review, HSGP supports the goal to Strengthen National Preparedness and Resilience. 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 \$8,337,000 and Urban Area Security Initiative (UASI) funding in the amount of \$20,034,000. These grant programs fund a range of activities, including planning, organization, equipment purchase, training, exercises, and management and administration across all core capabilities and mission areas.

Article II - DHS Specific Acknowledgements and Assurances

All recipients, subrecipients, successors, transferees, and assignees must 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 reviews or compliance investigations 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 federal financial assistance award 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, recipients have been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency (LEP)), sex, age, disability, religion, or familial status, recipients must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS FAO and the DHS Office of Civil Rights and Civil Liberties (CRCL) by e-mail at ocrcl@hq.dhs.gov or by mail at U.S. Department of Homeland Security Office for Civil Rights and Civil Liberties Building 410, Mail Stop #0190 Washington, D.C. 20528.
6. In the event courts or administrative agencies make a finding of discrimination on grounds of race, color, national origin (including LEP), sex, age, disability, religion, or familial status against the recipient, or recipients settle a case or matter alleging such discrimination, recipients must forward a copy of the complaint and findings to the DHS FAO and the CRCL office by e-mail or mail at the addresses listed above.

The United States has the right to seek judicial enforcement of these obligations.

Article III - Buy American and Hire American

All recipients are required to comply with any applicable provisions of the Buy American Act (41 U.S.C. Sections 8301 through 8305), and any other applicable statutes, regulations, or rules that require, or provide a preference for, the purchase or acquisition of goods, products, or materials produced in the United States.

Article IV - 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. Section 200.313.

Article V - 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. Section 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 VI - Acceptance of Post Award Changes

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

Article VII - 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.

Article VIII - Whistleblower Protection Act

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

Article IX - Use of DHS Seal, Logo and Flags

All recipients must obtain permission from their DHS FAO, prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

Article X - 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. sections 175-175c.

Article XI - Universal Identifier and System of Award Management (SAM)

All recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference in the terms and conditions.

Article XII - Reporting of Matters Related to Recipient Integrity and Performance

If the total value of the recipient's currently active grants, cooperative agreements, and procurement contracts from all federal assistance offices exceeds \$10,000,000 for any period of time during the period of performance of this federal financial assistance award, you must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

Article XIII - Rehabilitation Act of 1973

All recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. section 794, as amended, which provides that no otherwise qualified handicapped individuals 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.

Article XIV - 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 of 2000, (TVPA) as amended by 22 U.S.C. section 7104. The award term is located at 2 C.F.R. section 175.15, the full text of which is incorporated here by reference in the award terms and conditions.

Article XV - Terrorist Financing

All recipients must comply with E.O. 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.

Article XVI - SAFECOM

All recipients receiving federal financial assistance 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 XVII - Reporting Subawards and Executive Compensation

All recipients are required to comply with the requirements set forth in the government-wide Award Term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.

Article XVIII - Debarment and Suspension

All recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, and 2 C.F.R. Part 180. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

Article XIX - Copyright

All recipients must affix the applicable copyright notices of 17 U.S.C. sections 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

Article XX - Civil Rights Act of 1964 - Title VI

All recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (42 U.S.C. section 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. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

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

DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. All recipients who collect PII are required to have a publically-available privacy policy that describes standards on the usage and maintenance of PII they collect. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy template as useful resources respectively.

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Article XXII - 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. sections 12101-12213).

Article XXIII - Age Discrimination Act of 1975

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

Article XXIV - 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 XXV - Acknowledgment 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 XXVI - Assurances, Administrative Requirements, Cost Principles, and Audit Requirements

DHS financial assistance recipients must complete either the OMB Standard Form 424B Assurances - Non-Construction Programs, or OMB Standard Form 424D Assurances - Construction Programs as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office may require applicants to certify additional assurances. Applicants are required to fill out the assurances applicable to their program as instructed by the awarding agency. Please contact the financial assistance office if you have any questions.

DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at 2 C.F.R. Part 200, and adopted by DHS at 2 C.F.R. Part 3002.

Article XXVII - 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. section 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 located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. section 401.14.

Article XXVIII - Notice of Funding Opportunity Requirements

All of the Instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All recipients must comply with any such requirements set forth in the program NOFO.

Article XXIX - Non-supplanting Requirement

All recipients receiving federal financial assistance 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.

Article XXX - Nondiscrimination in Matters Pertaining to Faith-Based Organizations

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. All recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

Article XXXI - National Environmental Policy Act

All recipients must comply with the requirements of the National Environmental Policy Act (NEPA) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which requires recipients to

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use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

Article XXXII - Lobbying Prohibitions

All recipients must comply with 31 U.S.C. section 1352, which provides that none of the funds provided under a federal financial assistance 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 XXXIII - 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. 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 XXXIV - 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. section 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. section 2225.

Article XXXV - 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. section 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. section 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 XXXVI - Federal Leadership on Reducing Text Messaging while Driving

All recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the federal government.

Article XXXVII - 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.)

Article XXXVIII - False Claims Act and Program Fraud Civil Remedies

All recipients must comply with the requirements of 31 U.S.C. section 3729 - 3733 which prohibits the submission of false or fraudulent claims for payment to the federal government. (See 31 U.S.C. section 3801-3812 which details the administrative remedies for false claims and statements made.)

Article XXXIX - Energy Policy and Conservation Act

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

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

All recipients must comply with the requirements of Title IX of the Education Amendments of 1972 (20 U.S.C. section 1681 et seq.), which provide 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. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.

Article XLI - Duplication of Benefits

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

Article XLII - Drug-Free Workplace Regulations

All recipients must comply with the Drug-Free Workplace Act of 1988 (41 U.S.C. section 8101 et seq.), which requires all organizations receiving grants from any federal agency agree to maintain a drug-free workplace. You as the recipient must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 CFR part 3001, which adopts the Government-wide implementation (2 CFR part 182) of sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 8101-8107).

Article XLIII - 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. section 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. section 100.201.)

BUDGET COST CATEGORIES

Personnel	\$0.00
Fringe Benefits	\$0.00
Travel	\$0.00
Equipment	\$0.00
Supplies	\$0.00
Contractual	\$28,371,000.00
Construction	\$0.00
Indirect Charges	\$0.00
Other	\$0.00



Gov. CHRIS CHRISTIE | Lt. Gov. KIM GUADAGNO | ACTING DIR. JARED MAPLES

NJOHSP

OFFICE OF HOMELAND SECURITY AND PREPAREDNESS

CERTIFICATION REGARDING LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 2 CFR 200, as amended, for persons entering into a grant or cooperative agreement over \$100,000, as defined by 2 CFR 200, as amended, the State must include the language of the certification below in the award documents for all sub-awards at all tiers (including sub-grants, contracts under grants and cooperative agreements, and subcontracts) and require all sub-recipients to certify and disclose accordingly. Sub-recipients should refer to the regulations cited above and should also review the instructions included in the regulations before completing this form.

The sub-recipient 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 of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

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

(c) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-grants, 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.

Name and Title of Authorized Representative

Signature

Date

Name and Address of Organization

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U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER

**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.

Name and Title of Authorized Representative

Signature

Date

Name of Organization

Address of Organization

441010900 OJP FORM 4061/1 (REV. 2/89) Previous editions are obsolete

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 voluntarily 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.



FEMA

**Grant Programs Directorate Information Bulletin
No. 407**

MEMORANDUM FOR: All State Administrative Agency Heads
All State Administrative Agency Points of Contact
All Urban Area Security Initiative Points of Contact
All State Homeland Security Directors
All State Emergency Management Agency Directors
All Eligible Transit Agencies
All Private Sector Transportation Security Partners
All Public and Private Sector Port Security Partners
All Tribal Nation Points of Contact

FROM: Brian E. Kamoie
Assistant Administrator for Grant Programs
Federal Emergency Management Agency

SUBJECT: Use of Grant Funds for Controlled Equipment

The purpose of this Information Bulletin (IB) is to provide grant applicants, recipients, and subrecipients with guidance regarding the requirements when applying for, or expending grant funds for, controlled equipment expenditures and using grant-funded controlled equipment. This IB is applicable to all grants awarded by the Department of Homeland Security/Federal Emergency Management Agency (DHS/FEMA) on or after October, 1 2015.¹

This IB was developed as part of the implementation of Executive Order (EO) 13688: Federal Support for Local Law Enforcement Equipment Acquisition, issued January 16, 2015, and the Recommendations Pursuant to Executive Order 13688, which collectively established a *Prohibited Equipment List* and a *Controlled Equipment List*, and identified actions necessary to improve Federal support for the appropriate acquisition, use, and transfer of controlled equipment by state, local, tribal, territorial, and private grant recipients.

The *Prohibited Equipment List* identifies categories of equipment that recipients are prohibited from acquiring using federally-provided funds or via transfer from federal agencies, and includes:

¹ Information Bulletin 407 does not apply to FEMA non-disaster grant programs awarded in Fiscal Year 2015 or in prior years, if such awards were made by FEMA to the grant recipient prior to October 1, 2015. However, grant recipients should consult the Authorized Equipment List for additional instructions that were in place for FY 2015 and prior years prior to obligating funds for this category of equipment. In some categories, grant recipients must obtain a waiver from FEMA by consulting with their Program Analyst and providing a detailed justification for obligating funds in this category, and receiving approval to obligate funds as indicated in the Authorized Equipment List.

- **Tracked Armored Vehicles:** Vehicles that provide ballistic protection to their occupants and utilize a tracked system instead of wheels for forward motion.
- **Weaponized Aircraft, Vessels, and Vehicles of Any Kind:** These items will be prohibited from purchase or transfer with weapons installed.
- **Firearms of .50-Caliber or Higher**
- **Ammunition of .50-Caliber or Higher**
- **Grenade Launchers:** Firearm or firearm accessory designed to launch small explosive projectiles.
- **Bayonets:** Large knives designed to be attached to the muzzle of a rifle/shotgun/long gun for the purposes of hand-to-hand combat.
- **Camouflage Uniforms Used for Urban Settings:** Does not include woodland or desert patterns or solid color uniforms.

The *Controlled Equipment List* identifies categories of equipment that have significant utility for state, local, tribal, territorial, and private grant recipients. Recipients may continue to acquire controlled equipment through Federal assistance programs. However, because of the nature of the equipment and the potential impact on communities, additional controls will be imposed on the acquisition, use, and transfer of this equipment. While several of the items below are not allowable expenses under DHS/FEMA preparedness grants², the full *Controlled Equipment List* includes:

- **Manned Aircraft, Fixed Wing:** Powered aircraft with a crew aboard, such as airplanes, that use a fixed wing for lift.
- **Manned Aircraft, Rotary Wing:** Powered aircraft with a crew aboard, such as helicopters, that use a rotary wing for lift.
- **Unmanned Aerial Vehicles:** A remotely piloted, powered aircraft without a crew aboard (including Small Unmanned Aerial Systems (SUAS)).
- **Armored Vehicles, Wheeled:** Any wheeled vehicle either purpose-built or modified to provide ballistic protection to its occupants, such as a Mine-Resistant Ambush Protected (MRAP) vehicle or an Armored Personnel Carrier.
- **Tactical Vehicles, Wheeled:** A vehicle purpose-built to operate on- and off-road in support of military operations, such as a HMMWV ("Humvee"), 2.5-ton truck, 5-ton truck, or a vehicle with a breaching or entry apparatus attached.
- **Command and Control Vehicles:** Any wheeled vehicle either purpose-built or modified to facilitate the operational control and direction of public safety units responding to an incident.
- **Specialized Firearms and Ammunition Under .50-Caliber (excludes firearms and ammunition for service-issued weapons):** Weapons and corresponding ammunition for specialized operations or assignment. This excludes service-issued handguns, rifles, or shotguns that are issued or approved by the agency to be used during the course of regularly assigned duties (Note: despite its inclusion on the Government-wide *Controlled Equipment List*, equipment defined under this category is not an allowable expense under any FEMA preparedness grant program).
- **Explosives and Pyrotechnics:** Includes "flash bangs" as well as explosive breaching tools often used by special operations units.

² Recipients and sub-recipients should refer to the annual Notice of Funding Opportunity, the Authorized Equipment List, or contact their FEMA Program Analyst for information regarding the allowability of specific equipment categories.

- **Breaching Apparatus (e.g., battering ram, similar entry device):** Tools designed to provide law enforcement rapid entry into a building or through a secured doorway. These tools may be mechanical in nature (a battering ram), ballistic (slugs), or explosive.
- **Riot Batons (excluding service-issued telescopic or fixed-length straight batons):** Non-expandable baton of greater length (generally in excess of 24 inches) than service-issued types and are intended to protect its wielder during melees by providing distance from assailants. (Note: despite its inclusion on the Government-wide *Controlled Equipment List*, equipment defined under this category is not an allowable expense under any FEMA preparedness grant program).
- **Riot Helmets:** Helmets designed to protect the wearer's face and head from injury during melees from projectiles including rocks, bricks, liquids, etc. Riot helmets include a visor which protects the face. (Note: despite its inclusion on the Government-wide *Controlled Equipment List*, equipment defined under this category is not an allowable expense under any FEMA preparedness grant program).
- **Riot Shields:** Shields intended to protect wielders from their head to their knees in melees. Most are designed for the protection of the user from projectiles including rocks, bricks, and liquids. Some afford limited ballistic protection as well. Riot shields may also be used as an offensive weapon to push opponents. (Note: despite its inclusion on the Government-wide *Controlled Equipment List*, equipment defined under this category is not an allowable expense under any FEMA preparedness grant program).

While EO 13688 speaks directly to Law Enforcement Agencies (LEAs), through this IB, FEMA will apply the same requirements and conditions to all controlled equipment regardless of the recipient's designation as, or affiliation with, law enforcement to ensure a consistent approach toward controlled equipment expenditures and use by all FEMA recipients.

I. Application Requirements for Controlled Equipment Expenditures

Any entity³ that applies for FEMA grants for controlled equipment expenditures must complete FEMA Form (FF) 087-0-0-1 *Controlled Equipment Request Form* and submit it to the State Administrative Agency (SAA) or to FEMA if applying through a grant program whose applications are made directly to FEMA. The form may be submitted at the time of application for the award or can be submitted at any time during the award period of performance as long as it is prior to the acquisition of the controlled equipment.

Using FF 087-0-0-1, the entity must include a clear and persuasive explanation demonstrating the need for the controlled equipment and the purpose that it will serve. The entity will be asked to supply information about the current inventory of controlled equipment acquired through Federal programs, pending applications for controlled equipment, previous denials for controlled equipment, and any findings of violations of federal civil rights statutes or programmatic terms involving controlled equipment.

³ Entity refers to the recipient or subrecipient that will be the end user of the controlled equipment. *Recipient* - a non-federal entity that receives a federal award directly from a federal awarding agency to carry out an activity under a federal program. The term recipient does not include subrecipients. See also §200.69 Non-Federal entity. *Subrecipient* - a non-federal entity that receives a subaward from a pass-through entity to carry out part of a federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other federal awards directly from a federal awarding agency.

Additionally, using FF 087-0-0-1, the entity will certify that they have adopted, or will adopt prior to acquiring controlled equipment, applicable policies and protocols, meet the training requirements, and will adhere to the records keeping requirements and after-action report requirements, as described below. The entity will also certify that it will abide by all applicable federal, state, local, and tribal laws, regulations, and programmatic terms and conditions.

II. Policy and Protocol Requirements

- a) The entity must have written policies and protocols that specifically govern the (1) appropriate use of controlled equipment; (2) supervision of use of controlled equipment; (3) effectiveness evaluation; (4) auditing and accountability; and (5) transparency and notice considerations as defined below:
 - 1) ***Appropriate Use of Controlled Equipment:*** Requesting organizations should examine scenarios in which controlled equipment will likely be deployed, the decision-making processes that will determine whether controlled equipment is used, and the potential that both use and misuse of controlled equipment could create fear and distrust in the community. Protocols should consider whether measures can be taken to mitigate that effect (e.g., keep armored vehicles at a staging area until needed) and any alternatives to the use of such equipment and tactics to minimize negative effects on the community, while preserving officer safety. (Recommendations Pursuant to EO 13688, pg. 19 – 20)
 - 2) ***Supervision of Use:*** The protocols must specify appropriate supervision of personnel operating or utilizing controlled equipment. Supervision must be tailored to the type of equipment being used and the nature of the engagement or operation during which the equipment will be used. Policies must describe when a supervisor of appropriate authority is required to be present and actively overseeing the equipment's use in the field. (Recommendations Pursuant to EO 13688, pg. 20)
 - 3) ***Effectiveness Evaluation:*** The protocols must articulate that the requesting organization will monitor and evaluate regularly the effectiveness and value of controlled equipment to determine whether continued deployment and use is warranted on operational, tactical, and technical grounds. Requesting organizations should review after-action reports routinely and analyze any data on, for example, how often controlled equipment is used or whether controlled equipment is used more frequently in certain law enforcement operations or in particular locations or neighborhoods. (Recommendations Pursuant to EO 13688, pg. 20)
 - 4) ***Auditing and Accountability:*** There must be strong auditing and accountability provisions in the protocols that state that the requesting organization's personnel will agree to and comply with and be held accountable if they do not adhere to agency, state, local, tribal, territorial, and Federal policies associated with the use of controlled equipment. (Recommendations Pursuant to EO 13688, pg. 20)
 - 5) ***Transparency and Notice Consideration:*** The protocols must articulate that the requesting organization will engage the community regarding acquisition of

controlled equipment, policies governing its use, and review of significant incidents (see Recommendation 2.3 below), with the understanding that there are reasonable limitations on disclosures of certain information and law enforcement sensitive operations and procedures. (Recommendations Pursuant to EO 13688, pg. 20)

b) **For LEAs Only⁴**

LEA recipients or subrecipients requesting controlled equipment must have written policies and protocols on (1) Community Policing; (2) Constitutional Policing; and (3) Community Input and Impact Considerations.⁵

III. Training Requirements

The entity must provide or obtain necessary training regarding appropriate use of controlled equipment prior to the use of controlled equipment, including:

a) **Technical Proficiency:**

All entity personnel who will use controlled equipment must be trained properly on, and have achieved technical proficiency in, the operation or utilization of the controlled equipment at issue prior to its use. The controlled equipment may be used for technical training and certification prior to deployment for official use.

b) **Scenario-Based Training:**

To the extent possible, trainings related to controlled equipment should include scenario-based training. Personnel authorizing or directing the use of controlled equipment should have enhanced scenario-based training to examine, deliberate, and review the circumstances in which controlled equipment should or should not be used. To the extent possible, the LEA specifically should include scenario-based training that combines constitutional and community policing principles with equipment-specific training.

c) **Training on Civil Rights and Liberties**

Annual, appropriate, and relevant training for grant recipient personnel on the 1st, 4th, and 14th Amendments is required. Training on how to protect the civil rights and civil liberties of those in the surrounding community where the controlled equipment will be used is vital to ensuring that the use of controlled equipment complies with constitutional standards for the protection of civil rights and civil liberties. Training objectives should define and explain relevant concepts and demonstrate the application of such concepts through equipment-based scenarios to show appropriate and proper use of controlled equipment by both law enforcement and non-law enforcement personnel and the negative effects and consequences of misuse.

⁴ LEAs include contracted LEAs or LEAs activated as part of a mutual aid agreement or memorandum of understanding using or operating grant funded controlled equipment.

⁵ *Community Policing* is the concept that trust and mutual respect between police and the communities they serve are critical to public safety. Community policing fosters relationships between law enforcement and the local community which promotes public confidence in LEAs and, in turn, enhances LEAs ability to investigate crimes and keep the peace. *Constitutional Policing* protocols emphasize that all police work should be carried out in a manner consistent with the requirements of the U.S. Constitution and federal law. Policies must include protocols on First Amendment, Fourth Amendment, and Fourteenth Amendment principles in law enforcement activity, as well as compliance with Federal and State civil rights laws. *Community Input and Impact* protocols must identify mechanisms that LEAs will use to engage the communities they serve to inform them and seek their input about LEAs' actions, role in, and relationships with the community. Law enforcement exists to protect and serve the community, so it is axiomatic that the community should be aware of and have a say in how they are policed. LEAs should make particular efforts to seek the input of communities where controlled equipment is likely to be used so as to mitigate the effect that such use may have on public confidence in the police. This could be achieved through the LEAs' regular interactions with the public through community forums, town halls, or meetings with the Chief or community outreach divisions.

- d) **For LEAs Only - General Policing Standards** (including contracted LEAs or LEAs activated as part of a mutual aid agreement or memorandum of understanding using or operating grant funded controlled equipment):

On an annual basis, all LEA personnel who may use or authorize use of controlled equipment must be trained on LEAs' General Policing Standards including (1) Community Policing; (2) Constitutional Policing; and (3) Community Input and Impact Considerations. For additional information on these General Policing Standards see <https://www.bja.gov/programs/Controlled-Equipment-Standards.pdf>.

IV. After-Action Report Requirements Following a Significant Event

- a) The entity must collect and retain *Required Information* (see below) when a significant incident or event requires, or results in, the use of any controlled equipment purchased with DHS/FEMA grant funds. A significant incident or event includes:
- A demonstration or other public exercise of First Amendment rights or any other event that draws, or could be reasonably expected to draw, a large number of attendees or participants, such as those where advanced planning is needed;
 - When unlawful or inappropriate police actions are alleged and trigger a federal compliance review, and FEMA determines that controlled equipment was used in the law enforcement activity under review; and
 - Any law enforcement operation or action that involves (1) a violent encounter among civilians or between civilians and the police; and/or (2) a use-of-force that causes death or serious bodily injury.⁶
- b) Required Information to be collected and retained for after-action review (AAR):
- Identification of controlled equipment used (e.g., categories and number of units of controlled equipment used, make/model/serial number);
 - Description of the significant incident/event involving the controlled equipment;
 - Identification of personnel who used the equipment and, if possible, a list of those involved in the incident; and
 - Result of controlled equipment use (e.g., arrests, use-of-force, victim extraction, injuries).

V. Record Keeping Requirements

a) **Documented Policies and Protocols Records:**

The entity must retain written policies and procedures that govern the (1) Appropriate use of controlled equipment; (2) Supervision of use of controlled equipment; (3) Effectiveness evaluation; (4) Auditing and accountability; and (5) Transparency and notice considerations.

Additionally, upon request, LEAs must provide a copy of the General Policing Standards and Specific Controlled Equipment Standards, and any related policies and protocols, to DHS/FEMA.

⁶ Serious bodily injury, as defined by 18 U.S.C. § 1365(h), is the bodily injury which involves (a) a substantial risk of death; (b) extreme physical pain; (c) protracted and obvious disfigurement; or (d) protracted loss or impairment of the function of a bodily member, organ, or mental faculty.

b) **Training Records:**

The entity must retain comprehensive training records, either in the personnel file of the individual who was trained or by the recipient's training division or equivalent entity, for a period of at least three (3) years after training date, and must provide a copy of these records, upon request, to DHS/FEMA.

c) **After-Action Review Records:**

The entity must retain After-Action Review reports with the Required Information (IV.a.) following any significant incident report for a period of at least three (3) years and must provide a copy of these records, upon request, to DHS/FEMA. This information shall also be made available to the community served in accordance with applicable policies and protocols including considerations regarding the disclosure of sensitive information.

VI. Additional Requirements for SUAS

All requests to purchase SUAS with FEMA grant funding must also include the policies and procedures in place to safeguard individuals' privacy, civil rights, and civil liberties of the jurisdiction that will purchase, take title to, or otherwise use the SUAS equipment, see Presidential Memorandum: Promoting Economic Competitiveness While Safeguarding Privacy, Civil Rights, and Civil Liberties, in Domestic Use of Unmanned Aircraft Systems, issued February 20, 2015.

VII. Regional Capability

If the controlled equipment will provide a regional or multi-jurisdictional capability, all entities in the regional sharing agreement must meet the aforementioned policy and protocol requirements, training requirements, after-action analysis report requirements, and record keeping requirements. Acquisition of controlled equipment – due to size, cost, scarcity, or other reason – for use in regional sharing arrangements, is strongly encouraged.

VIII. Disposition of Controlled Equipment

Prior to the disposition of the controlled equipment, recipients must request disposition instructions from FEMA, consistent with the terms of 2 C.F.R. Part 200 and the award agreement. Recipients must abide by all applicable federal, state, local, tribal, and territorial laws, regulations, and programmatic terms when disposing of controlled equipment.

IX. Transfer of Controlled Equipment

Controlled equipment must remain in the possession of the original FEMA grant recipient and may not be transferred without written permission from FEMA. FEMA reserves the right to allow for the transfer of controlled equipment to another FEMA recipient on a case-by-case basis. The use of controlled equipment under an MOU or other regional sharing agreement as listed under section VI above does not constitute a transfer of controlled equipment.

X. Additional Requirements

All grant recipients that are authorized to utilize federal funding to procure or acquire controlled equipment must comply with 2 C.F.R. Part 200 and the terms of the award agreement with FEMA and the special conditions that are placed on the award by FEMA. The same terms and conditions with respect to the management, use, and disposition of the equipment apply to the receiving entity in instances when FEMA authorizes the transfer of controlled equipment from the recipient to another entity.

XI. Violations of Use of Controlled Equipment

FEMA may take appropriate action according to 2 C.F.R. Part 200 for violations of any federal statutes, regulations of the terms and conditions of the award related to controlled equipment (e.g., failure to adopt required protocols, unauthorized transfers).

For alleged violations of law involving the grant-funded controlled equipment, including civil rights laws, the matter will be referred for investigation to FEMA's Office of Civil Rights (OCR), DHS's Office of Civil Rights and Civil Liberties, other appropriate compliance office, or the U.S. Department of Justice. If the investigation results in a finding that the recipient violated a civil rights or other relevant statute, appropriate remedies for noncompliance will be taken against the recipient. The actions or suspension will last until FEMA determines that the violation has been corrected.

FEMA will continue to collaborate with federal agency partners to ensure that there is a consistent and reasonable approach to the restrictions placed on controlled equipment expenditures while continuing to support these investments when there is a justifiable need. Further, FEMA will continue to maintain an awareness of the evolving policy developments related to controlled equipment expenditures and keep grant recipients up to date on future developments.

Questions regarding this IB, whether the IB applies to a particular project, or guidance on controlled equipment expenditures may be directed to the appropriate FEMA GPD Program Analyst or the Centralized Scheduling and Information Desk at askcsid@fema.gov or 1-800-368-6498.

RESOLUTION: 17-99
RESOLUTION OF PASSAIC VALLEY WATER COMMISSION
DATE OF ADOPTION: OCTOBER 19, 2017

Approved as to form and legality by Law Department on the basis of facts set forth by Executive Director, Purchasing, and Finance Departments.

Introduced by Commissioner: SANCHEZ

Seconded by Commissioner: RODRIGUEZ

WHEREAS, Passaic Valley Water Commission ("PVWC") has solicited for professional services (or extraordinary unspecifiable Services) for Project No. 17-P-60 (Re-Solicitation) entitled "Professional Services for Public Outreach and Participation for the Water Storage Improvement Projects" (hereinafter the "Project"), with said solicitation and procurement of responses (and evaluation of same) undertaken through a fair and open process, as defined in N.J.S.A. 19:44A-20.7 (hereinafter the "Fair and Open Process Law"); and

WHEREAS, the Local Public Contracts Law, N.J.S.A. 40A:11-5(1)(a)(i) and the Fair and Open Process Law require that notice, with respect to contracts for professional services (or extraordinary unspecifiable services), procured through a fair and open process and awarded without competitive bids, must be publicly advertised; and

WHEREAS, following public advertisement as required by New Jersey law, in accordance with an appropriate form of notice, and placement of the said notice on the official website of PVWC, as well as in the official newspaper of PVWC and any other such publications as may have been deemed appropriate, PVWC received only one response for the Project, which response was subsequently rejected; and

WHEREAS, following rejection, without prejudice, of the one response received for the Project, PVWC re-solicited for professional services (or extraordinary unspecifiable services), through the Fair and

Open Process in accordance with N.J.S.A. 40A:11-1 et seq. and N.J.S.A. 19:44A-20.7; and

WHEREAS, following public advertisement as required by New Jersey law, in accordance with an appropriate form of notice, and placement of the said notice on the official website of PVWC, as well as in the official newspaper of PVWC and any other such publications as may have been deemed appropriate, in the second solicitation for responses for the Project PVWC has received a response to provide professional services (or extraordinary unspecifiable services) related to the re-solicited Project from two (2) professional services providers (or provider of extraordinary unspecifiable services); and

WHEREAS, the responses received for the re-solicited Project have been evaluated by PVWC based on criteria as set forth in the request for responses for the Project; and

WHEREAS, based on the said evaluation of the responses received, the firm of JGSC Group, LLC of Merchantville, New Jersey [the "Awardee"] was determined to be the most professionally qualified and capable of performing the required services with respect to the Project and its response received June 29, 2017 (hereinafter the "Response"); and

WHEREAS, the Awardee's Response, a copy of which is on file in the office of the Administrative Secretary and available for inspection as indicated in Exhibit A attached hereto and made a part hereof, will be incorporated into the Contract, a form of which is also attached hereto and made a part hereof (the "Contract") as Exhibit A; and

WHEREAS, it is in the best interest of PVWC, its users and constituent municipalities to engage, or continue to engage, the services of the Awardee at this time; and

WHEREAS, the services to be rendered pursuant hereto constitute professional services (or extraordinary unspecifiable

services) within the meaning and intent of the Local Public Contracts Law; and

WHEREAS, the said response, or responses, to the Project and solicitation are also on file in the office of the Administrative Secretary and available for public inspection; and

WHEREAS, PVWC's Comptroller has certified, with respect hereto, that funds are currently available for said purpose and said certificates are attached hereto as Exhibit B;

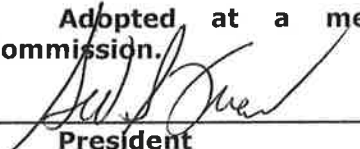
NOW, THEREFORE, BE IT RESOLVED, by Passaic Valley Water Commission, in the County of Passaic, New Jersey:

1. That PVWC hereby awards the Contract(s) to the Awardee(s) in accordance with N.J.S.A. 40A:11-1 et seq. and N.J.S.A. 19:44A-20.7, and in accordance with said Response, with reimbursement to be on a Take-and-Pay, Time-and-Materials basis, not to exceed \$140,000.00, for services related to the Project; and
2. That an appropriate official of PVWC, on behalf of PVWC, is hereby authorized and directed to execute the Contract(s) hereby awarded to the Awardee(s) and the Secretary of PVWC to attest to the Contract(s) and such other officers, employees and officials of PVWC are hereby authorized to perform such acts and execute such documents as are necessary to implement the terms and intentions of this Resolution, and
3. That this matter shall be advertised as required by New Jersey law, in accordance with an appropriate form of notice, and a copy of this Resolution and Agreement shall be placed on file and made available for public inspection at the office of the Administrative Secretary of Passaic Valley Water Commission.

RECORD OF COMMISSION VOTE ON FINAL PASSAGE

	AYE	NAY	ABSTAIN	ABSENT
LEVINE, J.	<u> X </u>	<u> </u>	<u> </u>	<u> </u>
VANNOY, R.	<u> X </u>	<u> </u>	<u> </u>	<u> </u>
BLUMENTHAL, D.	<u> X </u>	<u> </u>	<u> </u>	<u> </u>
KOLODZIEJ, J.	<u> X </u>	<u> </u>	<u> </u>	<u> </u>
SANCHEZ, R.	<u> X </u>	<u> </u>	<u> </u>	<u> </u>
RODRIGUEZ, I.	<u> X </u>	<u> </u>	<u> </u>	<u> </u>
FRIEND, G.	<u> X </u>	<u> </u>	<u> </u>	<u> </u>

Adopted at a meeting of Passaic Valley Water Commission.



President
GERALD FRIEND

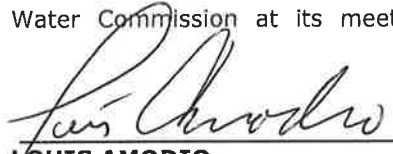


Secretary
DAVID BLUMENTHAL

This Resolution, when adopted, must remain in the custody of the Administrative Secretary.

CERTIFICATION

I, LOUIS AMODIO, Administrative Secretary of the Passaic Valley Water Commission in the County of Passaic, and the State of New Jersey do hereby certify that the foregoing Resolution is a true copy of a legal quorum of the Original Resolution duly passed and adopted by a majority of the full membership of the Passaic Valley Water Commission at its meeting of October 19, 2017.



LOUIS AMODIO
Administrative Secretary

17-P-60
 Bids Received: 6/29/2017

BIDDERS	Ownership, Insurance, BRC & EEO	TOTAL AMOUNT OF CONTRACT	REMARKS
JGSC Group, LLC PO Box 1148 Merchantville, NJ 08109 856-662-8800 ext 702 856-662-8800 fax	Ownership _____ X Insurance _____ X BRC _____ X EEO _____ X	Joe Getz \$165 per hr Lendel Jones \$130 per hr Carol Jones \$110 per hr	jgetz@jgscgroup.com
Rowbear Consulting PC 527 Bangs Avenue Asabury Park, NJ 07712 609-571-8381 mrobert@rowbearconsulting.com	Ownership _____ X Insurance _____ X BRC _____ X EEO _____ X	Rate A = B Totals + 10% fee= Rose Reichman \$176.33 per hr Nancy Coopersmith \$131.01 per hr Mark Lo Bello \$226.71 per hr Edward Marcus \$100.76 per hr.	
	_____ _____ _____ _____		
	_____ _____ _____ _____		
	_____ _____ _____ _____		

PASSAIC VALLEY WATER COMMISSION

**PROJECT NO. 17-P-60 (Re-Solicitation)
PROFESSIONAL SERVICES FOR PUBLIC OUTREACH
AND PARTICIPATION FOR THE WATER
STORAGE IMPROVEMENT PROJECTS**

FORM OF AGREEMENT

EXHIBIT A

FORM OF AGREEMENT

PASSAIC VALLEY WATER COMMISSION
FORM OF AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT (hereinafter "AGREEMENT") made as of _____, 20__ between PASSAIC VALLEY WATER COMMISSION ("PVWC"), a Public Utility Company organized pursuant to its enabling statute (N.J.S.A. 40:62-108 et seq.), having its principal place of business at 1525 Main Avenue, Clifton, New Jersey 07011, and JGSC Group, LLC a professional firm (hereinafter "PROFESSIONAL" and/or "contractor") having a place of business at P.O. Box 1148 Merchantville, New Jersey 08109.

WHEREAS, PVWC desires professional services as applicable, to assist PVWC in its ongoing efforts related to Project No. 17-P-60 (Re-Solicitation) entitled "Professional Services for Public Outreach and Participation for the Water Storage Improvement Projects" (hereinafter the "PROJECT"); and

WHEREAS, PVWC requires Professional Services to assist it in implementing the PROJECT; and:

WHEREAS, PROFESSIONAL represents that it has the experience and the required professional knowledge to provide the professional services, and/or extraordinary unspecifiable services, as applicable (hereinafter "PROFESSIONAL SERVICES"), and as required by PVWC in this regard as set forth in the "Public Notice", "Table of Contents", and the "Request for Proposals" of the "Request for Proposals for Professional Services (or Extraordinary Unspecifiable Services)", and Appendices A, B, C, & F of the Solicitation (and including, where applicable, Appendix D with additional technical and other requirements attached thereto); all of which, along with a copy of the PROFESSIONAL'S proposal dated June 29, 2017, are collectively referred to herein as the "PROPOSAL", and, along with ranking methodology (Appendix E), are attached hereto and made a part hereof as Exhibit A; and

WHEREAS, the AGREEMENT shall be for the period of time as set forth in Appendix D where applicable, or where not otherwise set forth in Appendix D, the Agreement shall be for up to a one year period of time commencing on the Effective Date of this AGREEMENT as defined in Paragraph 19 herein, and for any extended periods authorized by PVWC.

WHEREAS, PVWC and PROFESSIONAL are desirous of entering into a consulting agreement to cover the PROFESSIONAL SERVICES authorized by PVWC and required for the PROJECT; and

NOW, THEREFORE, in consideration of the mutual promises herein, PVWC and PROFESSIONAL agree that the terms and conditions of this AGREEMENT are the following:

1. PROFESSIONAL shall provide the PROFESSIONAL SERVICES authorized by PVWC and required for the PROJECT. PROFESSIONAL'S obligations under this AGREEMENT are solely for the benefit of PVWC and no other party is intended to benefit or have rights hereunder.

2. PROFESSIONAL shall perform the PROFESSIONAL SERVICES as defined under this AGREEMENT at a level customary for competent and prudent professional service providers, all as applicable, performing such services at the time and place where the services are provided ("STANDARD OF CARE"). These services will be provided by professional service providers in the appropriate disciplines, and by other professionals and individuals skilled in other technical disciplines, as appropriate. PROFESSIONAL shall be responsible for the professional quality, technical accuracy, timely completion and the coordination of all aspects of its services including reports and other deliverables and services provided under this AGREEMENT. The services to be performed by PROFESSIONAL shall conform to the generally accepted codes and regulations applicable to the subject PROJECT. PROFESSIONAL agrees to indemnify and hold PVWC harmless from all losses and damages resulting from PROFESSIONAL'S failure to meet the STANDARD OF CARE. Further, PROFESSIONAL shall correct and re-perform any services not conforming to the required STANDARD OF CARE without additional compensation and cost to PVWC, (including, but not limited to pending written or oral testimony, reports, etc., which might occur from activities resulting from the performance of this AGREEMENT which were caused by PROFESSIONAL'S performance). In addition, PROFESSIONAL

shall indemnify and hold harmless PVWC and its officers, agents and employees of PVWC from and against any losses, claims, damages, or liabilities to which PVWC may become subject insofar as and to the extent they arise out of the deviation from the STANDARD OF CARE in the performance of the services by the PROFESSIONAL, hereunder.

3. The cost of services for the PROJECT shall be invoiced by the PROFESSIONAL on a Time-and-Materials basis, not-to-exceed \$140,000.00. The Proposal shall include, on a separate page, a schedule of Professional's hourly rates for technical and related support services and non-labor expenses. PROFESSIONAL shall invoice PVWC its services hereunder after completion thereof and on the basis of reports and accompanying documents, if appropriate, on a monthly basis, including therein information as to progress in performance as against one hundred percent (100%) completion thereof and also showing amounts previously compensated hereunder, as against the total authorization. When the billing amount for actual work performed and costs incurred during the period covered by the invoice is less than \$1,000 the PROFESSIONAL shall add the service and costs to the next billing cycle. To the extent items appearing on invoices presented by PROFESSIONAL are not contested, PVWC will remit payment of the invoice as soon as it can reasonably process same in the normal course of business and barring any failure of systems related thereto or unusual staffing shortages. If at any time it appears to PROFESSIONAL that the proposed scope of services to be performed on the different aspects of any PROJECT will exceed that which was authorized by PVWC, PROFESSIONAL shall clearly indicate same in its continuing written reports. The PROJECT shall be invoiced separately. Each invoice shall include a breakdown of hours expended along with the names of individual expending said hours, along with a breakdown of charges from subcontractors where applicable and out-of-pocket expenses chargeable to the PROJECT. Each invoice shall include a summary sheet including total amount billed for the time period covered by the invoice and the time period covered, total amount billed to date, total not-to-exceed dollar amount for cost of services (said amounts as set forth or defined in Paragraph 3 herein), and balance remaining.

4. PROFESSIONAL shall be responsible to PVWC for any subcontractors and outside associates or professional it engages to assist it in the performance of the services required under this AGREEMENT.

5. PVWC will provide to PROFESSIONAL all available information, including previous reports and any other data in its possession relevant to the subject PROJECT. Further, PVWC will be responsible for providing PROFESSIONAL access to all public and private property in connection with services to be performed for the PROJECT.

6. Both PVWC and PROFESSIONAL understand that the goal of this AGREEMENT is to complete all phases of the subject PROJECT in a reasonably expeditious fashion. To this end each pledges to the other full cooperation.

7. The services to be performed under this AGREEMENT for the PROJECT shall be deemed to be completed when the scope of work authorized by PVWC for the PROJECT has satisfactorily been fulfilled.

8. By notice in writing at any time, PVWC may change the general scope of services required by PROFESSIONAL as set forth herein. In such event an equitable adjustment, if appropriate, in compensation shall be agreed to in writing prior to PROFESSIONAL'S performing the changed services.

9. PROFESSIONAL shall hold secret and confidential all information designated by PVWC as confidential. PROFESSIONAL shall not reveal any designated confidential information to a third party unless the disclosing party was lawfully possessed with the information before receipt of same from the party claiming confidentiality and whose information has been designated as described herein as being confidential, or applicable law, regulation, court order or any agency of competent jurisdiction requires its disclosure; or the failure to disclose the information would pose an imminent and substantial threat to human health or the environment.

10. PROFESSIONAL shall maintain insurance against the following risk during the term of this AGREEMENT:

a) Worker's Compensation in statutory amounts and Employer's Liability for PROFESSIONAL'S employees' for the PROJECT for related injuries or disease; and

b) General Liability and Automobile Liability (each including excess coverage as required) and each in the amount of not less than \$1,000,000 for personal injury or property damage to third parties which arises from PROFESSIONAL'S performance under this AGREEMENT; and

c) Professional Liability in the amount of not less than \$1,000,000 for legal obligations arising out of PROFESSIONAL'S failure to meet the STANDARD OF CARE or other items covered under such Professional Liability policy.

PROFESSIONAL shall provide to the PVWC certificates of insurance as to each of the above which evidence that the policies are in effect.

11. This AGREEMENT shall be interpreted in accordance with the laws of the State of New Jersey and any litigation/arbitration relating to the AGREEMENT shall be venued in New Jersey. In the event of litigation, the parties agree and consent to the action being initiated in the Superior Court of New Jersey, Passaic County.

12. PROFESSIONAL represents that it is an independent professional and not an employee of PVWC.

13. If a dispute or complaint arises concerning this AGREEMENT, PVWC and PROFESSIONAL will negotiate a resolution of the dispute. Should negotiations be unsuccessful, the resolution of the dispute shall be submitted to arbitration in accordance with the current Rules of the American Arbitration Association and the arbitration proceeding shall be venued in New Jersey. Any decision rendered by the arbitrators shall be final. Judgment may be entered upon the decision in any court having jurisdiction. The decision shall not be subject to modification or appeal except to the extent permitted by Sections 10 and 11 of the Federal Arbitration Act (9 U.S.C. 10, 11). Notwithstanding the aforementioned, disputes which have a total value (exclusive of interest) in excess of the dollar amount for cost of services (said dollar amount as stipulated in paragraph 3 herein) shall not be arbitrated but shall be litigated.

14. All notices required or intended under this AGREEMENT may be delivered in person, by facsimile or express mail. All notices shall be effective upon the date of receipt by the parties. Notices shall be delivered or sent to the other party at the address appearing in this AGREEMENT. An address may only be changed by written notice to the other party.

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

a) The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation and gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor 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 contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth the provisions of this nondiscrimination clause.

b) The contractor or subcontractor, where applicable, will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

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

d) The contractor 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.

e) The contractor or subcontractor agrees to make good faith efforts to afford equal employment opportunities to minority and women workers consistent with good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2, or good faith efforts to meet targeted county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

f) The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

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

h) In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

i) The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

- Letter of Federal Affirmative Action Plan Approval
- Certificate of Employee Information Report
- Employee Information Report Form AA302

j) The contractor and its subcontractor shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

16. This AGREEMENT is subject to termination at the conclusion of all of the Contract work, time being of the essence as described herein, unless extended by the mutual agreement of the Parties. PVWC retains the right to terminate the PROFESSIONAL upon 15 days' notice to the PROFESSIONAL, which notice shall be effective when given to the PROFESSIONAL in writing at the PROFESSIONAL'S place of business by way of certified mail return receipt requested and regular mail. No other Notice shall be necessary. Should termination under this Article take place, the PROFESSIONAL shall be entitled to compensation for all authorized Contract work completed satisfactorily to the date of termination. PVWC shall be the sole judge of satisfactory work.

17. This AGREEMENT, including any schedules, attachments and referenced documents, is the entire agreement between PVWC and PROFESSIONAL. Any prior or contemporaneous agreements, promises, negotiations or representations not expressly stated herein are of no force and effect. Any changes to this AGREEMENT shall be in writing and signed by the PVWC and PROFESSIONAL.

18. A waiver or breach of any term, condition or covenant by a party shall not constitute a waiver or breach of any other term, condition or covenant. If any court of competent jurisdiction declares a provision of the AGREEMENT invalid, illegal or otherwise unenforceable, the remaining provisions of the AGREEMENT shall remain in full force and effect.

19. The effective date of this AGREEMENT shall be as of the date set forth hereinabove, or where such date is not indicated, the effective date of the AGREEMENT shall be when the last of the two parties is in full possession of a fully executed AGREEMENT document.

20. PROFESSIONAL'S hourly rates for technical and related support services and non-labor expenses shall be as set forth in the PROPOSAL.

21. PROFESSIONAL understands and agrees that upon submission to PVWC and upon receipt of proper payment as provided for in this AGREEMENT, any reports, data, logs or other information provided to PVWC pursuant to the terms and conditions of this AGREEMENT (and which are not designated in accordance with Paragraph 9 of this AGREEMENT as being confidential) are deemed to be non-proprietary to the extent that PVWC, in its sole discretion, may utilize the information submitted for whatever purposes it deems necessary or desirable without seeking permission from PROFESSIONAL, and without providing any additional compensation to PROFESSIONAL; provided, however, that PVWC shall have sole responsibility for use of such work products in applications for which they may not originally have been intended. Reports, data, logs and other information provided to PVWC by PROFESSIONAL shall become the property of PVWC provided, however, that PROFESSIONAL shall have unrestricted right to their use.

22. PVWC designates the Executive Director, the Director of Engineering, or the General Counsel, of the PVWC as its designated representative having authority to give instructions, receive information, define PVWC'S policies, and make decisions with respect to the scope of the work to be performed. PVWC reserves the right to change these designees from time to time and will notify PROFESSIONAL of any change(s) in writing.

23. Except as otherwise approved by PVWC, for the PROJECT, PVWC will be responsible for furnishing all approvals and permits from governmental authorities and other entities having jurisdiction over the scope of the work to be performed and approvals from others as may be necessary for the timely completion of the said work, including payment of all permit fees.

24. This AGREEMENT may be executed in several counterparts and all so executed documents shall constitute one agreement, binding on all the parties hereto, notwithstanding that all the parties are not signatory to the original or the same counterpart.

IN WITNESS WHEREOF, the parties hereto have made and executed this AGREEMENT by their duly authorized officers, and have affixed their corporate seals, as of the day and year shown on the cover page.

JGSC GROUP, LLC

Witness or Attest

By: _____
Secretary
(Seal)

By: _____
Authorized Signatory

PASSAIC VALLEY WATER COMMISSION

By: _____
LOUIS AMODIO
Administrative Secretary

By: _____
GERALD FRIEND
President

PASSAIC VALLEY WATER COMMISSION

ATTACHMENT "A"

PROFESSIONAL'S PROPOSAL

(On File in the Office of the Administrative Secretary)

PASSAIC VALLEY WATER COMMISSION

**PROJECT NO. 17-P-60 (Re-Solicitation)
PROFESSIONAL SERVICES FOR PUBLIC OUTREACH
AND PARTICIPATION FOR THE WATER
STORAGE IMPROVEMENT PROJECTS**

PVWC'S FINANCIAL CERTIFICATION SHEET

EXHIBIT B

OFFICE OF THE COMPTROLLER

CERTIFICATION OF AVAILABILITY OF FUNDS

It is hereby certified that subject to Commission approval of future Budgets, with respect to multi-budget year contracts, there are or will be sufficient available funds for expenditures to be incurred as result of any contract or commitment to be entered into by Passaic Valley Water Commission as follows:

Description of Project or Contract:

Professional Services for Project # 17-P-60 – Professional Services for Public Outreach & Participation for the Levine Water Storage Improvements. (**JGSC Group, LLC**).

Amount of Project or Contract not to exceed: **\$140,000**



PASSAIC VALLEY WATER COMMISSION

RESOLUTION #17-98

RESOLUTION OF PASSAIC VALLEY WATER COMMISSION

DATE OF ADOPTION: OCTOBER 19, 2017

Factual Contents certified to by Louis Amodio, Administrative Secretary. Approved as to Form and Legality on basis of facts set forth by George T. Hanley, General Counsel. Entering Executive Closed Session in accordance with Open Public Meetings Act, R.S. 10:4-6 et seq. Pursuant to the Open Public Meetings Act,

COMMISSIONER: BLUMENTHAL offers the following Resolution for adoption:

WHEREAS, Section 8 of the Open Public Meetings Act, c. 231, P.L. 1975, permits the exclusion of the public from a meeting in certain circumstances: and
WHEREAS, the public body is of the opinion that such circumstances presently exist:

NOW, THEREFORE, BE IT RESOLVED, by the Commissioners of Passaic Valley Water Commission:

1. The public shall be excluded from discussion of the hereinafter specified subject Matters; the general nature of the subject matters being: Financial, Insurance, Personnel, Contracts, Negotiations, Security, and Law: LAW: Personnel: Administration: other matters as may be discussed *in camera*.
2. It is anticipated at this time that the above-stated subject matter will be ratified During public meeting following or as soon thereafter as the reason for discussion no Longer exists.
3. This Resolution shall take effect immediately.


Second by COMMISSIONER: SANCHEZ AYES: 7 Time: 10:02 a.m. -----

RECORD OF COMMISSION VOTE ON FINAL PASSAGE

	AYE	NAY	ABSTAIN	ABSENT
IDIDA RODRIGUEZ	x			
ROBERT VANNOY	x			
JEFFREY LEVINE	x			
JOSEPH KOLODZIEJ	x			
RIGO SANCHEZ	x			
DAVID BLUMENTHAL	x			
GERALD FRIEND	x			



 PRESIDENT
 GERALD FRIEND



 SECRETARY
 DAVID BLUMENTHAL



PASSAIC VALLEY WATER COMMISSION

CERTIFICATION

I, LOUIS AMODIO, Administrative Secretary of the Passaic Valley Water Commission in the County of Passaic, and the State of New Jersey do hereby certify that the foregoing Resolution is a true copy of a legal quorum of the Original Resolution duly passed and adopted by a majority of the full membership of the Passaic Valley Water Commission at its meeting of October 19, 2017.


LOUIS AMODIO
Administrative Secretary