RESOLUTION AUTHORIZING REVISION OF THE PETTY CASH IMPREST FUNDS

FOR VARIOUS DEPARTMENTS AND PROGRAMS HOUSING AUTHORITY OF GLOUCESTER COUNTY

WHEREAS, N.J.S.A. 40A: 5-21 authorizes the establishment of a Petty Cash Imprest Fund for various Departments and Programs of the Housing Authority of Gloucester County; and

WHEREAS, Petty Cash Imprest Funds have been previously authorized by the Board of Commissioners of the Housing Authority of Gloucester county for the departmental operations for purchase of items/services costing \$100.00 or less; and

WHEREAS, in the interest of sound and efficient operation of the Housing Authority of Gloucester County, it is appropriate that the funds be reauthorized from time to time; and

NOW, THEREFORE, BE IT RESOLVED that the following Petty Cash Imprest Fund are reauthorized as follows:

Department or Program	Authorized Personnel	Amount
Administration	Executive Assistant	\$400
Congregate	Congregate Coordinator	\$300
PH Scattered Sites	Administrative Assistant, AHO	\$400
ROSS Grant	ROSS Grant Coordinator	\$300
Carino Park	Building Superintendent	\$300
Colonial Park	Building Superintendent	\$800
Deptford Park	Building Superintendent	\$500
Nancy Elkis	Building Superintendent	\$500
Shepherd's Farm	Building Superintendent	\$500

BE IT FURTHER ACKNOWLEDGED that no item purchased using cash funds shall exceed \$100.00 in cost and the Petty Cash Imprest Fund shall be utilized only for eligible project costs as reference in applicable project regulatory handbooks, Grantee Contracts, and HAGC Procurement Policy; and

BE IT FURTHER RESOLVED that all previous Petty Cash Imprest Fund authorizations and allotments are hereby superseded by this resolution.

ADOPTED at a Regular Meeting of the Housing Authority of Gloucester County held on the 26th of June 2024.

THE HOUSING AUTHORITY OF GLOUCESTER COUNTY

BY:

WILLIAM W. BAIN, JR., CHAIRMAN

ATTEȘT:

KIMBERLY GOBER, SECRETARY

DATE: <u>JUNE 26, 2024</u>

RESOLUTION AUTHORIZING CONTRACT FOR APPRAISAL SERVICES FOR 204-1 SCATTERED SITES IFB #24-003

MOLINARI & ASSOCIATES, P.C.

WHEREAS, the Housing Authority of Gloucester County (HAGC) has need for Appraisal Services for 204-1 Scattered Sites, in connection with the Inventory Removal Application; and

WHEREAS, HAGC has solicited bids for Appraisal Services through public advertisement; and

WHEREAS, HAGC received, reviewed, and evaluated the two (2) bids received; and

WHEREAS, the lowest responsive bid for such services is with **MOLINARI & ASSOCIATES**, **P.C.**, with a contract amount not to exceed **\$39,000.00**, as per bid documents attached hereto, and is proper and responsive to the specifications.

NOW, THEREFORE BE IT RESOLVED by the Board of Commissioners of the Housing Authority of Gloucester County that a contract for Appraisal Services with **MOLINARI & ASSOCIATES, P.C.** be and is hereby approved.

IT IS FURTHER RESOLVED that the Executive Director be and is hereby authorized to execute said contract for Appraisal Services, in accordance with the bid received.

ADOPTED at a Regular Meeting of the Housing Authority of Gloucester County held on the 26th of June 2024.

THE HOUSING AUTHORITY OF GLOUCESTER COUNTY

BY:

WILLIAM W. BAIN, JR., CHAIRMAN

ATTEST:

KIMBERLY GOBER, SECRETARY

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AL BUILDING AL BUILDING UITE 202	LUMBERTON, NJ 08048		
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					HUD 50071 Certification of Payments		U	U	
					Acknowledgement of Addenda Sheet		U	U	
					General Terms & Conditions		U	U	
					Iranian Certification		U	U	
					Certificate of Workers' Comp. Insurance		U	U	
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					Drug-free Workplace Affadavit		U	U	
					Disclosure of Lobbying Activities		U		
					Statement of Bidder's Qualification	T	U	U	
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RESOLUTION AUTHORIZING EXECUTION OF MEMORANDUM OF UNDERSTANDING AND COST SHARE AGREEMENT BETWEEN HAGC AND NJ OFFICE OF HOMELAND SECURITY AND PREPAREDNESS IN CONNECTION TO THE STATE AND LOCAL CYBERSECURITY GRANT PROGRAM

WHEREAS, the State and Local Cybersecurity Grant Program (SLCGP) is a federal grant program administered by the United States Department of Homeland Security (DHS) and funded by the Infrastructure Investment and Jobs Act (IIJA). The overall goal of the SLCGP is to improve the cybersecurity posture of state, local, and territorial (SLT) government organizations by providing assistance for managing and reducing systemic cyber risk; and

WHEREAS, the Housing Authority of Gloucester County (HAGC) applied and was awarded funds under SLCGP administered by the New Jersey Cybersecurity and Communications Integration Cell (NJCCIC); and

WHEREAS, under the terms of the Grant, HAGC must execute a Memorandum of Understanding (MOU) with the NJ Office of Homeland Security And Preparedness (NJOHSP) and a Cost Share Agreement with the NJCICC, as attached; and

NOW, THEREFORE BE IT RESOLVED by the Board of Commissioners of the Housing Authority of Gloucester County that the Executive Director be and is hereby authorized to execute the MOU with the NJ Office of Homeland Security And Preparedness (NJOHSP) and the Cost Share Agreement with the NJCICC, as attached, in accordance with the terms of the Grant.

ADOPTED at a Regular Meeting of the Housing Authority of Gloucester County held on the 26th of June 2024.

THE HOUSING AUTHORITY OF GLOUCESTER COUNTY

BY:

WILLIAM W. BAIN, JR., CHAIRMAN

ATTEST:

KIMBERLY GOBER, SECRETARY



State of New Jersey Federal Fiscal Year 2023 State and Local Cybersecurity Grant Program Advanced Endpoint Protection Solution

Agreement



I, Full Name: Kimberly Gober

Work Title: Executive Director

a duly authorized official of Local Governmental Entity: Housing Authority of Gloucester County

Address: 100 Pop Moylan Blvd

City: Deptfod

County: Gloucester

State: NJ Zip Code: 08096

hereby accept the NJCCIC Advanced Endpoint Protection (AEP) solution consisting of the CrowdStrike Falcon Endpoint Detection and Response (EDR) solution with 24/7 Managed Detection and Response (MDR) and Overwatch services provided by CrowdStrike in conjunction with the NJCCIC.

Consistent with the FFY23 State and Local Grant Cybersecurity Program Notice of Funding Opportunity, by accepting this award, I agree to the following cost share terms:

- Year 1 (implementation date 6/30/25): no AEP cost to Local Entity.
- Year 2 (7/1/25 6/30/26): 20% Local Entity cost.
- Year 3 (7/1/26 6/30/27): 30% Local Entity cost.
- Year 4 (7/1/27 6/30/28): 40% Local Entity cost.

For the 95 endpoints we have requested AEP coverage for, my Local Entity agrees to submit three annual payments for the Local Entity Cost Share Subtotals to the New Jersey Office of Homeland Security and Preparedness (NJOHSP) in accordance with the amounts in the table below.

Coverage Year	# Endpoints Requested	Cost per Endpoint	State Share per Endpoint	State Share Subtotal	Local Entity Cost Share per Endpoint	Local Entity Cost Share Subtotal
Year 1	95	\$57.00	\$57.00	\$5,415.00	\$0.00	\$0.00
Year 2	95	\$57.00	\$45.60	\$4,332.00	\$11.40	\$1,083.00
Year 3	95	\$57.00	\$39.90	\$3,790.50	\$17.10	\$1,624.50
Year 4	95	\$57.00	\$34.20	\$3,249.00	\$22.80	\$2,166.00
Totals	95	\$57.00	\$176.70	\$16,786.50	\$51.30	\$4,873.50

I understand that the NJOHSP will provide me with an annual Local Entity Cost Share invoice each June beginning in 2025 through 2028. Upon receipt of the invoice, my Local Entity agrees to make the required Local Entity Cost Subtotal payment to NOHSP by June 30th of each year of coverage.

Name: Kimberly Gober

Email Address:kgober@hagc.org Daytime Phone Number: 8562973557

Signature: 4

Kimberly Gober
Gober (Jun 18, 2024 14:15 EDT

NJCCIC SLCGP FFY23 AEP Solution - Cost Share Agreement (Housing Authority of Gloucester County)

Final Audit Report 2024-06-18

Created: 2024-05-23 (Eastern Daylight Time)

By: Mike Geraghty (mgeraghty@cyber.nj.gov)

Status: Signed

Transaction ID: CBJCHBCAABAAG3G_DtGnlaFGoLCc5ERTnZjEtTlBOnSO

"NJCCIC SLCGP FFY23 AEP Solution - Cost Share Agreement (Housing Authority of Gloucester County)" History

- Document created by Mike Geraghty (mgeraghty@cyber.nj.gov) 2024-05-23 2:51:38 PM EDT
- Document emailed to Kimberly Gober (kgober@hagc.org) for signature 2024-05-23 2:52:37 PM EDT
- Email viewed by Kimberly Gober (kgober@hagc.org)
 2024-05-27 11:56:15 PM EDT
- New document URL requested by Kimberly Gober (kgober@hagc.org)
- Email viewed by Kimberly Gober (kgober@hagc.org) 2024-06-18 2:13:15 PM EDT
- Document e-signed by Kimberly Gober (kgober@hagc.org)
 Signature Date: 2024-06-18 2:15:53 PM EDT Time Source: server
- Agreement completed.
 2024-06-18 2:15:53 PM EDT



MEMORANDUM OF AGREEMENT FOR CYBERSECURITY SERVICES

This MEMORANDUM OF AGREEMENT (MOA) by and between the State of New Jersey, Office of Homeland Security and Preparedness (State/Agency), whose address is 1200 Negron Drive, Hamilton, NJ 08619, and Housing Authority of Gloucester County , ("Local Entity") whose principle mailing address is:

City: County: Select... State: NJ Zip: , is hereby entered into as defined herein below. (State/Agency and Local Entity each a "Party" and collectively referred to as the "Parties").

WHEREAS, the Parties maintain and operate information technology systems and networks that are used to provide critical and essential government services; and

WHEREAS, The New Jersey Office of Homeland Security and Preparedness (NJOHSP) leads and coordinates New Jersey's counterterrorism, cybersecurity, and emergency preparedness efforts while building resiliency throughout the State.

WHEREAS, the NJOHSP is designated as the State Administrative Agency responsible for the administration of Federal homeland security and preparedness grants, including the State and Local Cybersecurity Grant Program (SLCGP); and

WHEREAS, the New Jersey Cybersecurity and Communications Integration Cell (NJCCIC) is a division within the NJOHSP, and is tasked with the strategic development and execution of the State's cybersecurity programs including the development and implementation of the New Jersey SLCGP Strategic Plan; and

WHEREAS, Executive Order #178 (Christie 2015) establishes the NJCCIC as the central State civilian interface for coordinating cybersecurity information sharing, performing cybersecurity threat analysis, and promoting shared and real-time situational awareness between and among the public and private sectors. The NJCCIC coordinates information sharing related to cybersecurity risks, warnings, and incidents, and may provide support regarding cybersecurity incident response as well as cyber crime investigations; and

WHEREAS, pursuant to Executive Order #178, NJCCIC may participate in appropriate federal, multi-state, or private sector programs and efforts that support or complement its cybersecurity mission; and

WHEREAS, the NJCCIC procures and implements multiple cybersecurity products, product licenses, technologies, and services in support of its cybersecurity functions; and

WHEREAS, the CrowdStrike, Inc. (CrowdStrike) provides hosted software-as-a-service (SaaS) solutions and accompanying services to assist in providing endpoint security, threat intelligence, and cyberattack response services to customers (collectively referred to as "Services"); and

WHEREAS, the State/Agency and CrowdStrike entered into a Custom Agreement, 19-M0003-CRW01, on April 17, 2019, which permitted CrowdStrike to provide fee-based Software, SaaS, and Technical Support to Authorized Purchasers (each capitalized term is defined in the Custom Agreement) through one of the State/Agency's Resellers pursuant to State Contract T3121 Software Reseller Services. The State/Agency and CrowdStrike revised the Custom Agreement on February 26, 2020, via an Addendum, which permits CrowdStrike to sell certain Software Related Services (also defined in the Custom Agreement) to the State/Agency¹; and

WHEREAS, in conformance with the New Jersey SLCGP Strategic Plan, Strategic Goal 3 – Enhancing Resilience, the NJCCIC may provide New Jersey state and local entities with the NJCCIC Advanced Endpoint Protection (AEP) solution which consists of CrowdStrike's Falcon Endpoint Detection and Response (EDR) solution with 24/7 managed detection and response (MDR) and Overwatch services provided by CrowdStrike in conjunction with the NJCCIC.

WHEREAS, State/Agency and Local Entity wish to enter into this MOA to further set forth the duties and obligations under which State/Agency will provide the NJCCIC AEP solution to the Local Entity and assist the Local Entity with implementation, maintenance, operation, monitoring, detection, and response support pertaining to the NJCCIC AEP solution.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties do hereby agree as follows:

I. State/Agency Responsibilities

The State/Agency hereby agrees that it will undertake the following:

- A. The State/Agency agrees to purchase the Products, Licenses, and Services necessary to implement the NJCCIC AEP solution on the Local Entity's endpoints for the term, July 1, 2024 to June 30, 2028.
- B. The State/Agency agrees to provide assistance to the Local Entity in the implementation, administration, maintenance, and operation of the NJCCIC AEP solution.
- C. The State/Agency agrees to provide monitoring, detection, and incident response assistance via the CrowdStrike MDR services to the Local Entity.
- D. State/Agency Cost Share Obligations
 - 1. From the date of implementation to June 30, 2025, the State/Agency agrees to provide the NJCCIC AEP solution at no cost to the Local Entity.
 - Beginning on July 1, 2025 to June 30, 2026, the State/Agency will be responsible for eighty percent of the cost of the NJCCIC AEP provided to the Local Entity.

¹ A copy of the Custom Agreement between the State and CrowdStrike can be made available to Local Entity upon request.

- 3. Beginning on July 1, 2026 to June 30, 2027, the State/Agency will be responsible for seventy percent of the cost of the NJCCIC AEP provided to the Local Entity.
- 4. Beginning on July 1, 2027 to June 30, 2028 the State/Agency will be responsible for sixty percent of the cost of the NJCCIC AEP provided to the Local Entity.

II. Local Entity Responsibilities

The Local Entity hereby agrees that it will undertake the following:

- A. Local Entity shall provide the following to the State/Agency and CrowdStrike prior to the implementation of the NJCCIC AEP solution, and at any time while receiving Services if the previously provided information changes:
 - Reasonable assistance to the State/Agency and CrowdStrike, including, but not limited to, providing all technical information related to the Local Entity's technology environment reasonably requested by the State/Agency and CrowdStrike, to enable the State/Agency and CrowdStrike to perform Services for the benefit of Local Entity;
 - Provide, to NJCCIC, a completed Security Event Escalation Form (to be provided to Local Entity by NJCCIC) including the name, e-mail address, and 24/7 contact information for all designated Points of Contact (POC). The designated POC's contact information will be provided to CrowdStrike for all installation and security events.
 - Provide to the NJCCIC, a completed NJCCIC Advanced Endpoint Protection Solution Agreement
- B. During the period that Local Entity is using the Services, Local Entity shall provide the following:
 - 1. A revised Security Event Escalation Form when there is a change in status for any POC for the Local Entity.
 - 2. Active involvement with CrowdStrike and the State/Agency to resolve any service issues or security events requiring Local Entity input or action; and
 - Reasonable assistance installing, configuring, and troubleshooting the NJCCIC AEP solution provided to the Local Entity.
- C. Local Entity Cost Share Obligations The Local Entity agrees to receive the NJCCIC AEP solution from the State/Entity for a term beginning on the date of implementation to June 30, 2028 in accordance with the follow cost share obligations.

- 1. From the date of the implementation through June 30, 2025, the Local Entity will receive the NJCCIC AEP solution at no cost to the Local Entity.
- Beginning on July 1, 2025 to June 30, 2026, will be responsible for twenty
 percent of the cost of the NJCCIC AEP solution provided to the Local Entity.
- 3. Beginning on July 1, 2026 to June 30, 2027, will be responsible for thirty percent of the cost of the NJCCIC AEP solution provided to the Local Entity.
- 4. Beginning on July 1, 2027 to June 30, 2028, will be responsible for forty percent of the cost of the NJCCIC AEP solution provided to the Local Entity.

III. Term of this MOA; Termination

A. <u>Term.</u> This MOA will commence on the last date of signature, below, by either of the Parties (the "Effective Date") and shall continue in full force and effect until June 30, 2028 (the "Term"). Unless this MOA is terminated early or extended in writing by the Parties, it shall terminate upon the expiration of the Term. If, however, CrowdStrike cancels the State's order pursuant to CrowdStrike Addendum, Exhibit 2, M0003 Software Publisher/Services Provider Agreement, Section 5.7 (e), due to the State's violation of its obligations under the Addendum, this MOA shall terminate as of the effective date of such cancellation.

IV. Force Majeure

No Party shall be liable for performance delays or for non-performance due to causes beyond its reasonable control.

V. No Third Party Rights

Except as otherwise expressly stated herein, nothing in this MOA shall create or give to third parties any claim or right of action of any nature against State/Agency or Local Entity.

VI. Assignment

No Party may assign their rights and obligations under this Agreement without the prior written approval of the other Party which approval shall not be unreasonably withheld, conditioned or delayed. This Agreement shall be binding upon and inure to the benefits of each Party and their respective successors and assigns.

VII. New Jersey Open Public Records Act (N.J.S.A. 47:1A-1 et seq.) (OPRA) and Approval by Domestic Security Preparedness Task Force:

A. The configuration of any software and networks along with the contents of the alert notifications, and all associated communications between the Parties and CrowdStrike would inherently include administrative or technical information which, if disclosed would jeopardize computer security. As such, to the extent permitted by law, all information, records, notes, written comments, reports, or analysis generated in or in the execution of this MOA shall be treated and deemed as exempt from public disclosure under OPRA;

B. In accordance with the New Jersey Domestic Security Preparedness Act, N.J.S.A. APP. A: 9-74 and approval by Domestic Security Preparedness Task Force any record held, maintained or kept on file shall be treated and deemed as "records of the Task Force exempt from public disclosure under OPRA."

VIII. Confidentiality

- A. NJOHSP's obligation to maintain the confidentiality of the Local Entity's confidential information provided to NJOHSP under this MOA is conditioned upon and subject to the State's obligations under the New Jersey Open Public Records Act, N.J.S.A. 47:1A-1 et seq. (OPRA), The New Jersey Domestic Security Preparedness Act P.L.2003, c.246, P.L.2023, c.19 (C.52-17B-193.2), the New Jersey common law right to know, and any other lawful document request or subpoena.
- B. By virtue of this MOA, the parties may have access to information that is confidential to one another. The parties agree to disclose only information that is required for the performance of their obligations under this MOA. In addition to any information related to cybersecurity threat and defense assessments, computer network defense operations, and incident response activities conducted as a part of this MOA, confidential information, to the extent not expressly prohibited by law, shall consist of all information clearly identified as confidential at the time of disclosure by either party ("Confidential Information").
- C. A Party's Confidential Information shall not include information that: (a) is or becomes a part of the public domain through no act or omission of the other party, except that if the information is personally identifying to a person or entity regardless of whether it has become part of the public domain through other means, the other party must maintain full efforts under this MOA to keep it confidential; (b) was in the other party's lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing party; (c) is lawfully disclosed to the other party by a third party without restriction on the disclosure; or (d) is independently developed by the other Party.
- D. The Parties agree to hold each other's Confidential Information in confidence, using at least the same degree of care in doing so that it uses to protect its own Confidential Information.
- E. In the event that NJOHSP receives a request for Local Entity's Confidential Information related to this MOA pursuant to a court order, subpoena, lawful document request or other operation of law, NJOHSP agrees, if permitted by law, to provide Local Entity with as much notice, in writing, as is reasonably practicable and NJOHSP's intended response to such request. Local Entity shall take any action it deems appropriate to protect its documents and/or information.

F. In addition, in the event that Local Entity receives a request for NJOHSP's Confidential Information related to this MOA pursuant to a court order, subpoena, lawful document request or other operation of law, Local Entity agrees, if permitted by law, to provide NJOHSP with as much notice, in writing, as is reasonably practicable and Local Entity's intended response to such request. NJOHSP shall take any action it deems appropriate to protect its documents and/or information.

IX. Information Sharing

The Local Entity acknowledges and agrees that:

- A. CrowdStrike shall share all incident notification reports involving Local Entity developed as part of the Services with the NJCCIC during the term of this MOA.
- B. Local Entity also acknowledges that NJCCIC may report aggregated anonymized information (including but not limited to threat intelligence and technical indicators) to other NJCCIC strategic partners for purposes of information sharing and further the mission of NJCCIC.

X. Notices

All notices permitted or required hereunder shall be in writing and shall be transmitted either: via certified or registered United States mail, return receipt requested; by facsimile transmission; by personal delivery; by expedited delivery service; or by e-mail with acknowledgement of receipt of the notice.

Such notices shall be addressed as follows or to such different addresses as the Parties may from time-to-time designate:

State/Agency

Name: Michael T. Geraghty

Title: Director, NJ Cybersecurity and Communications Integration Cell

Address: NJ Regional Operations and Intelligence Center

2 Schwarzkopf Dr., West Trenton, NJ 08628

Phone:1.833.4.NJCCIC E-Mail: njccic@cyber.nj.gov

Local Entity

Name:

Title: Phone:

Email:

Mailing Address:

City: State: NJ Zip:

A. Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as

of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or email, upon receipt.

B. The Parties may, from time to time, specify any new or different contact information address for the purpose of receiving notice under this MOA by giving fifteen (15) days written notice to the other Parties sent in accordance herewith. The Parties agree to mutually designate individuals as their respective representatives for the purposes of receiving notices under this MOA. Additional individuals may be designated in writing by the Parties for purposes of implementation and administration, resolving issues and problems and/or for dispute resolution.

XI. Non-Waiver

None of the provisions of this MOA shall be considered waived by any Party unless such waiver is given in writing by the other Parties. No such waiver shall be a waiver or any past or future default, breach or modification of any of the terms, provision, conditions or covenants of the MOA unless expressly set forth in such waiver.

XII. Entire Agreement

This MOA constitutes the entire understanding and agreement between the Parties with respect to the subject matter hereof and shall replace and supersede all prior understandings, communications, agreements or arrangements between the Parties with respect to this subject matter, whether oral or written.

XIII. Validity

If any provision of this MOA be adjudged by a court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this MOA shall otherwise remain in full force and effect and enforceable.

XIV. Amendment

This MOA may be amended only by written agreement executed by both Parties. The Parties agree to give each other sixty (60) days' notice of any needed changes, unless changes are required by law and must take effect within a shorter period.

XV. Miscellaneous

- A. Compliance: The Parties agree that in performance of this MOA, they shall comply with all applicable state, federal, and local laws, and regulations.
- B. Validity: If any provision of this MOA or any provision or any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this MOA that can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this MOA, and to this end the provisions of this MOA are declared to be severable.

- C. No Indemnification: Subject to the New Jersey Tort Claims Act, N.J.S.A. 59:1-1, et seq., the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1, et seq., and appropriations and the availability of funding, NJOHSP, at its own expense, shall be responsible for, and shall defend itself against, and hereby releases Local Entity from any and all suits, claims, losses demands, expenses, or damages of whatsoever kind or nature, arising out of or in connection with any act or omission of NJOHSP, its employees representatives, agents, independent contractors or invitees, related to this MOA. Local Entity, at its own expense, shall be responsible for, and shall defend itself against, and hereby releases NJOHSP from any and all suits, claims, losses, demands, expenses, or damages of whatsoever kind or nature, arising out of or in connection with any act or omission of Local Entity, its employees, representatives, agents, independent contractors or invitees related to this MOA.
- D. Governing Law: This MOU and any and all litigation hereunder shall be governed and construed and the rights and obligations of the parties hereto shall be determined in accordance with the applicable laws, regulations and rules of evidence of the State of New Jersey, including without limitation, by the New Jersey Tort Claims Act, N.J.S.A. 59:1-1, et seq., the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1, et seq., without reference to conflict of laws principles and shall be filed in the appropriate Division of the New Jersey Superior Court.
- E. Execution in Counterpart: The parties hereto agree that this MOA may be executed in counterpart, each original signed page to become part of the original document.

XVI. Acknowledgement

The terms of this MOA have been read and understood by the Parties whose signatures appear below. The Parties agree to comply with all of the terms and conditions of the MOA including any attachments or amendments.

IN WITNESS WHEREOF, authorized representatives of Local Entity and the State/Agency have executed this MOA to be effective as of the latest date provided below:

STATE/AGENCY:

LOCAL ENTITY:

NJ Office of Homeland Security and

Preparedness

Housing Authority of Gloucester County

By:

By:

Name:

Laurie R. Doran

Name:

Title:

Director

Title:

RESOLUTION VOIDING OUTSTANDING CHECKS WRITTEN ON VARIOUS ACCOUNTS DATED PRIOR 12/26/2023

WHEREAS, the Housing Authority of Gloucester County (HAGC) with its various accounts, prepares an exorbitant number of checks per year; and

WHEREAS, each year a number of checks are voided by the HAGC or are released and not presented to HAGC banks for payment; and

WHEREAS, appropriate accounting procedures are required to be implemented to account for the voiding of checks issued prior to 12/26/2023 and not paid as of this date.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Housing Authority of Gloucester County that:

- 1. Checks on various HAGC accounts written prior to 12/26/2023, as listed on the attached schedule, and not presented to HAGC banks, are hereby declared void and not to be paid; and
- 2. The Finance Director of the HAGC shall make the appropriate accounting entries in books of accounts for the voiding of checks outstanding that were issued by the HAGC prior to 12/26/2023 and not presented to the HAGC banks for payment as of 06/26/2024.
- 3. Funds shall be held as unclaimed property and maintained on the unclaimed property register in accordance with the requirements of N.J.S.A. 46:30B-42.

ADOPTED at a Regular Meeting of the Housing Authority of Gloucester County held on the 26th of June 2024.

THE HOUSING AUTHORITY OF GLOUCESTER COUNTY

BY:

WILLIAM W. BAIN, JR., CHAÌRMAN

ATTEST:

KIMBERLY GOBER, SECRETARY

HOUSING AUTHORITY OF GLOUCESTER COUNTY

OUTSTANDING CHECKS TO BE WRITTEN-OFF

(ISSUED PRIOR TO DECEMBER 26, 2023)

JUNE 26, 2024

ACCOUNT:

HAP DISBURSEMENT ACCOUNT

CHECK NO.	DATE	AMOUNT	PAYABLE TO	DESCRIPTION
512069	6/1/2023	\$17.00	TENANT	UTILITY REIMBURSEMENT PAYMENT
512077	6/1/2023	\$89.00	TENANT	UTILITY REIMBURSEMENT PAYMENT
512085	6/1/2023	\$3.00	TENANT	UTILITY REIMBURSEMENT PAYMENT
512088	6/1/2023	\$4.00	TENANT	UTILITY REIMBURSEMENT PAYMENT
512109	6/1/2023	\$6.00	TENANT	UTILITY REIMBURSEMENT PAYMENT
512116	6/1/2023	\$9.00	TENANT	UTILITY REIMBURSEMENT PAYMENT
512141	6/1/2023	\$9.00	TENANT	UTILITY REIMBURSEMENT PAYMENT
512146	6/1/2023	\$73.00	TENANT	UTILITY REIMBURSEMENT PAYMENT
512180	6/1/2023	\$2.00	TENANT	UTILITY REIMBURSEMENT PAYMENT
512207	6/1/2023	\$9.00	TENANT	UTILITY REIMBURSEMENT PAYMENT
512301	7/1/2023	\$4.00	TENANT	UTILITY REIMBURSEMENT PAYMENT
512330	7/1/2023	\$9.00	TENANT	UTILITY REIMBURSEMENT PAYMENT
512356	7/1/2023	\$9.00	TENANT	UTILITY REIMBURSEMENT PAYMENT
512391	7/1/2023	\$28.00	TENANT	UTILITY REIMBURSEMENT PAYMENT
512393	7/1/2023	\$2.00	TENANT	UTILITY REIMBURSEMENT PAYMENT
512501	8/1/2023	\$110.00	TENANT	UTILITY REIMBURSEMENT PAYMENT
512502	8/1/2023	\$4.00	TENANT	UTILITY REIMBURSEMENT PAYMENT
512522	8/1/2023	\$4.00	TENANT	UTILITY REIMBURSEMENT PAYMENT
512550	8/1/2023	\$9.00	TENANT	UTILITY REIMBURSEMENT PAYMENT
512578	8/1/2023	\$111.00	TENANT	UTILITY REIMBURSEMENT PAYMENT
512585	8/1/2023	\$2.00	TENANT	UTILITY REIMBURSEMENT PAYMENT
512621	8/15/2023	\$38.00	TENANT	UTILITY REIMBURSEMENT PAYMENT
512691	9/1/2023	\$4.00	TENANT	UTILITY REIMBURSEMENT PAYMENT
512697	9/1/2023	\$45.00	TENANT	UTILITY REIMBURSEMENT PAYMENT
512710	9/1/2023	\$4.00	TENANT	UTILITY REIMBURSEMENT PAYMENT
512737	9/1/2023	\$9.00	TENANT	UTILITY REIMBURSEMENT PAYMENT
512769	9/1/2023	\$2.00	TENANT	UTILITY REIMBURSEMENT PAYMENT
512859	10/2/2023	\$4.00	TENANT	UTILITY REIMBURSEMENT PAYMENT

512879	10/2/2023	\$4.00	TENANT	UTILITY REIMBURSEMENT PAYMENT
512898	10/2/2023	\$210.00	TENANT	UTILITY REIMBURSEMENT PAYMENT
512908	10/2/2023	\$10.00	TENANT	UTILITY REIMBURSEMENT PAYMENT
513050	11/1/2023	\$63.00	TENANT	UTILITY REIMBURSEMENT PAYMENT
513054	11/1/2023	\$4.00	TENANT	UTILITY REIMBURSEMENT PAYMENT
513094	11/1/2023	\$210.00	TENANT	UTILITY REIMBURSEMENT PAYMENT
513104	11/1/2023	\$10.00	TENANT	UTILITY REIMBURSEMENT PAYMENT
513245	12/1/2023	\$14.00	TENANT	UTILITY REIMBURSEMENT PAYMENT
513295	12/1/2023	\$10.00	TENANT	UTILITY REIMBURSEMENT PAYMENT
TOTAL		\$1,154.00		

TOTAL FOR ALL ACCOUNTS:	

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RESOLUTION AUTHORIZING

PARTICIPATION IN THE INTERLOCAL PURCHASING SYSTEM (TIPS) A NATIONAL COOPERATIVE PURCHASING SYSTEM PURSUANT TO N.J.S.A. 52:134-6.2

WHEREAS, N.J.S.A. 52:134-6.2 permits the Housing Authority of Gloucester County (HAGC) to utilize cooperative contracts as a method of procurement; and

WHEREAS, The Interlocal Purchasing System (TIPS) qualifies as a National Cooperative pursuant to N.J.S.A. 52:134-6.2; and

WHEREAS, TIPS vendors shall be responsible for complying with the provisions of the New Jersey Local Public Contracts Law (N.J.S.A. 40A:11-1, et seq.) and all other provisions of the revised statutes of the State of New Jersey.

WHEREAS, HAGC desires to participate in TIPS to access purchasing options and enhance the ability of the HAGC to obtain goods and services at the lowest available cost; and

WHEREAS, there is no cost associated with participation in TIPS.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Housing Authority of Gloucester County that the Executive Director is hereby authorized to complete, submit and execute all necessary documents for participation in TIPS.

ADOPTED at a Regular Meeting of the Housing Authority of Gloucester County held on the 26th of June 2024.

THE HOUSING AUTHORITY OF GLOUCESTER COUNTY

WILLIAM W. BAIN, JR., CHAIRMAN

ATTEST:

KIMBERLY GOBER, SECRETARY

RESOLUTION

(Please check) Governing Board Commissioners Court Gloucester STATE OF New Jersey COUNTY OF THE REGION VIII EDUCATION SERVICE CENTER for THE INTERLOCAL PURCHASING SYSTEM And Housing Authority of Gloucester County (Name of Entity applying for Membership in TIPS) WHEREAS, the entity listed above, pursuant to the authority granted by the applicant's state purchasing Requirements, desires to participate in The Interlocal Purchasing System (TIPS). TIPS is a National Cooperative Purchasing Program offered by Region VIII Education Service Center, located in Pittsburg, Texas, (Camp County). Participation, through membership and utilization of competitively bid and awarded vendor contracts in a cooperative purchasing program specializing in the management of high quality cooperative procurement solutions will be beneficial to the taxpayers through the anticipated savings to be realized by such entity listed above. Therefore, be it RESOLVED, that the entity listed above has identified a stated need for participation in The Interlocal Purchasing System (TIPS) whereby Kimberly Gober (Name of Authorized Person) authorized and directed to sign and deliver any and all necessary documents herewith for and on behalf of above named entity requesting membership in TIPS. I certify that the foregoing is a true and correct Housing Authority of Gloucester County original Resolution duly adopted by the (Name of Entity applying for Membership in TIPS) and is filed on record with TIPS. In witness thereof, I have set my hand and signature this 26th day of 20 24 .

This legal document will remain current on file until either party severs the agreement.

(Authorized Signature for Entity)

Executive Director

(Title or Position)

Kimberly Gober

(Printed Name)

kgober@hagc.org

(email address)

TABLED RESOLUTION #24-60

RESOLUTION AUTHORIZING EXECUTIVE SESSION IN ORDER TO DISCUSS MATTERS FALLING UNDER EXEPTIONS TO THE OPEN PUBLIC MEETINGS ACT

NJSA 10:4-6et seq.) requires all meetings of the Housing Authority of Gloucester County to be held
in public, NJSA 10:4-12(b) sets forth nine (9) types of matters that may lawfully be discussed in
"Executive Session", i.e., without the public being permitted to attend and:
WHEREAS, the Housing Authority of Gloucester County has determined that
issues are permitted by NJSA 10:4-12 (b) to be discussed without the public in attendance
shall be discussed during an Executive Session to be held on June 26th, 2024, at 4:30 P.M. and;
WHEREAS, the nine (9) exceptions to public meetings set forth in NJSA 10:4-
12(b) are listed below with the number of issues and any additional information shall be written:
1) "Any matter which, by express provision of Federal law, State stature of rule of court
shall be rendered confidential or excluded from public discussion" the legal citation
to the provision at issue is and the
nature of the matter described as specifically as possible without undermining the need for
confidentiality is
2) "Any matter in which the release of information would impair a right to receive funds
from the federal government." The nature of the matter, described as specifically as
possible without undermining the need for confidentiality is
3) "Any material the disclosure of which constitutes an unwarranted invasion of
privacy such as any records, data, reports, recommendations, or other personal
material of any educational, training, social service, medical, healthy, custodial,
child protections, rehabilitation, legal defenses, welfare, housing, relocation,
insurance and similar program or institution operated by a public body pertaining
to any specific individual admitted to or served by such institution or program,
including but not limited to information relative to the individual's personal and
family circumstances, and any material pertaining to admission, discharge,
treatment, progress or condition of any individual, unless the individual concerned
(or, in the case of a minor or incompetent, his guardian) shall request in writing that
the same be disclosed publicly." The nature of the matter, described as specifically as
possible without undermining the need for confidentiality is
. Communication in

proposed for inclusion in any collective bargaining agreement, including the

	negotiation of terms and conditions with employees or representatives of employees
	of the public body." The collective bargaining contract(s) discussed are between the Board
	and
5)	"Any matter involving the purchase lease or acquisition of real property with public
	funds, the setting of bank rates or investment of public funds where it could
	adversely affect the public interest if discussion of such matters were disclosed." The
	nature of the matter, described as specifically as possible without undermining the need for
	confidentiality
	is
6)	"Any tactics and techniques utilized in protecting the safety and property of the
	public provide that their disclosure could impair such protection. Any investigations
	of violations or possible violations of the law." The nature of the matter, described as
	specifically as possible without undermining the need for confidentiality
	is
7)	"Any pending or anticipated litigation or contract negotiation in which the public
,	body is or may become a party. Any matter falling within the attorney-client
	privilege, to the extent that confidentiality is required in order for the attorney to
	exercise his ethical duties as a lawyer." The parties to and docket number of each item
	of litigation and/or the parties to each contract discussed are
	and the nature of the discussion, described as specifically as possible without undermining
	the need for confidentiality is
8)	"Any matter involving the employment, appointment, termination of employment,
	terms and conditions of employment, evaluation of the performance, promotion or
	disciplining in of any specific prospective public officer or employee or current
	public officer or employee employed or appointed by the public body, unless all
	individual employees or appointees whose rights could be adversely affected request
	in writing that such matter or matters be discussed at a public meeting."
	Subject to the balancing of the public's interest and the employee's privacy rights under
	South Jersey Publishing Co. vs New Jersey Expressway Authority, 124 NJ 478, the
	employee(s) and nature of the discussion, described as specifically as possible without
	undermining the need for confidentiality are

of an act of omis	ssion for which the responding party bears responsibility." The nature
of the matter, of	escribed as specifically as possible without undermining the need for
confidentiality is	
-	
WHERE	AS, the length of the Executive Session is estimated to be minutes
after which the public m	eeting of the Housing Authority of Gloucester County shall (circle one)
reconvene and immediat	ely adjourn or reconvene and proceed with business.
NOW, 7	HEREFORE, BE IT RESOLVED that the Board of Commissioners
of the Housing Authorit	y of Gloucester County will go into Executive Session for only the above
stated reasons;	
BE IT F	URTHER RESOLVED that the Secretary at the present public meeting,
shall read aloud enough	of this resolution so that members of the public in attendance can
understand, as precisely	as possible, the nature of the matters that will privately be discussed.
BE IT I	FURTHER RESOLVED that the Secretary, on the next business day
following this meeting,	shall furnish a copy of this resolution to any member of the public who
requests one at the fees a	illowed by NJSA 47:1A-1 et seq.
RESOLUTION APP	EBY CERTIFY THAT THIS IS A TRUE COPY OF THE ROVED BY THE BOARD OF COMMISSIONERS OF THE ITY OF GLOUCESTER COUNTY AT ITS PUBLIC MEETING 2024.
ADOPT	ED at a Regular Meeting of the Housing Authority of Gloucester
County, held on the 26	
dounty, neta on the 20	
	HOUSING AUTHORITY OF GLOUCESTER COUNTY
	DV.
	BY: WILLIAM W BAIN, JR., CHAIRMAN
ATTEST:	
KIMBERLY GOBER,	SECRETARY
DATED: <u>JUNE 26, 20</u>	<u>24</u>

9) "Any deliberation of a public body occurring after a public hearing that may result