

RESOLUTION No. 13 - 72

RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE NJ DEPARTMENT OF ENVIRONMENTAL PROTECTION AND THE NJ ENVIRONMENTAL INFRASTRUCTURE TRUST FOR H2LOANS TECHNOLOGY STAFFING ASSISTANCE AND ADDITIONAL PROCUREMENTS

WHEREAS, the New Jersey Environmental Infrastructure Trust (Trust) was established pursuant to N.J.S.A. 58:11B-1 et seq. (Trust Act)) as an independent authority, in but not of the New Jersey Department of Environmental Protection (Department) authorized to provide essential governmental services for the purpose of making loans to both publicly and privately owned community and nonprofit, non-community water systems (project sponsors); and

WHEREAS, Section 5(m) of the Trust Act authorizes the Trust to issue loans to local government units and water systems for the acquisition, construction, improvement, repair or reconstruction of all or part of any structure, facility or equipment, or real or personal property necessary for or ancillary to any (1) wastewater treatment system project, including any stormwater management or combined sewer overflow abatement projects; or (2) water supply project, as authorized pursuant to P.L.1985, c.334 (C.58:11B-1 et seq.) or P.L.1997, c.224 (C.58:11B-10.1 et al.), including any water resources project, as authorized pursuant to P.L.2003, c.162 (hereafter “environmental infrastructure project”); and

WHEREAS, Section 5(e) of the Trust Act authorizes the Trust to accept the cooperation of any State Agency, for the purpose of the Trust Act and do anything necessary in order to avail itself of that aid and cooperation; and

WHEREAS, each year the Department receives Clean Water Act, State Revolving Fund Capitalization Grant (33 U.S.C. Section 1381, et seq.), and Safe Drinking Water Act Capitalization Grants (42 U.S.C. 300j-12, Section 1452 and 65 FR 48299, Section 35.3500) for the purpose of making loans and grants to local government units and water systems for environmental infrastructure projects; and

WHEREAS, since 1987, the Trust and Department have jointly issued loans in excess of \$6 billion for environmental infrastructure projects through a combination of Trust market rate loans and State zero interest loans (hereafter “H2LOans”); and

WHEREAS, in administering the H2LOANS, more than

- One hundred and twenty five (125) loan applications are reviewed annually by the Trust and Department independently for financial eligibility and project eligibility;
- One-hundred and sixty (160) H2LOANS loan agreements are executed annually consisting of substantially similar Trust loan agreements and Department loan agreements;
- Three hundred (300) payment requisitions are reviewed and disbursed annually requiring substantially similar reviews by the Department and the Trust; and
- One thousand (1,000) loan repayments are received and processed separately by the Trust and Department pursuant to their respective loan agreements semi-annually; and

WHEREAS, the daily operations of the H2LOANS requires significant communication, cooperation and coordination between and among more than 150 staff and professional advisors; and

WHEREAS, in recognition of the necessity to effectuate program improvements, it is the desire of the Department for the Trust to execute a Memorandum of Understanding (MOU) to address the Department's agreement to assign additional staff and the Trust's agreement to procure certain information technology equipment and software for the purpose of supporting H2LOans program activities.

NOW THEREFORE BE IT RESOLVED, the Trust authorizes the Executive Director to execute a MOU with the NJDEP having the following terms and conditions:

1. The Department agrees to provide, at its own expense, two temporary contractors via the New Jersey IT Staff Augmentation Contract (M-0817) to serve under the supervision of the NJEIT, for a combined seventy hours per week for a period of twenty five weeks, said contractors having computer programming experience to assist in maintaining H2LOans pertaining to environmental planning reviews for SuperStorm Sandy recovery projects; and
2. The Trust agrees to procure information technology equipment and software on behalf of the Department integral to H2LOans, for use by Department staff, in the amount not to exceed \$760,260, as follows:
 - i. Geographic Information System (GIS) Software and Licensing and Services in the amount not to exceed \$319,320;
 - ii. Infrastructure and Hardware in the amount not to exceed \$371,255; and
 - iii. Business Intelligence Software Licensing in the amount not to exceed \$69,685.
3. Such other terms and conditions necessary to further delineate and ensure the successful implementation of the actions set forth herein.

BE IT FURTHER RESOLVED, the Executive Director is authorized to solicit proposals for the above equipment and services pursuant to Environmental Trust Policy and Procedure number 4.00, "Purchase of Goods and Services" and secure Board authorization prior to any contract award.

Adopted Date: December 12, 2013

Motion Made By: Mr. Chebra

Motion Seconded By: Mr. Barrack

Ayes: 6

Nays: 0

Abstentions: 0



RESOLUTION NO. 13-72 ATTACHMENT

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION

AND

THE NEW JERSEY ENVIRONMENTAL INFRASTRUCTURE TRUST

FOR

H2LOANS TECHNOLOGY STAFFING ASSISTANCE AND ADDITIONAL PROCUREMENTS

WHEREAS, the New Jersey Environmental Infrastructure Trust (Trust) was established pursuant to N.J.S.A. 58:11B-1 et seq. (Trust Act)) as an independent authority, in but not of the New Jersey Department of Environmental Protection (Department) authorized to provide essential governmental services for the purpose of making loans to both publicly and privately owned community and nonprofit, non-community water systems (project sponsors); and

WHEREAS, Section 5(m) of the Trust Act authorizes the Trust to issue loans to local government units and water systems for the acquisition, construction, improvement, repair or reconstruction of all or part of any structure, facility or equipment, or real or personal property necessary for or ancillary to any (1) wastewater treatment system project, including any stormwater management or combined sewer overflow abatement projects; or (2) water supply project, as authorized pursuant to P.L.1985, c.334 (C.58:11B-1 et seq.) or P.L.1997, c.224 (C.58:11B-10.1 et al.), including any water resources project, as authorized pursuant to P.L.2003, c.162 (hereafter “environmental infrastructure project”); and

WHEREAS, Section 5(e) of the Trust Act authorizes the Trust to accept the cooperation of any State Agency, for the purpose of the Trust Act and do anything necessary in order to avail itself of that aid and cooperation; and

WHEREAS, each year the Department receives Clean Water Act, State Revolving Fund Capitalization Grant (33 U.S.C. Section 1381, et seq.), and Safe Drinking Water Act Capitalization Grants (42 U.S.C. 300j–12, Section 1452 and 65 FR 48299, Section 35.3500) for the purpose of making loans and grants to local government units and water systems for environmental infrastructure projects; and

WHEREAS, since 1987, the Trust and Department (together, the “Parties) have jointly issued loans in excess of \$6 billion for environmental infrastructure projects through a combination of Trust market rate loans and State zero interest loans (hereafter “H2LOans”); and

WHEREAS, in administering H2LOans, more than

- One hundred and twenty five (125) loan applications are reviewed annually by the Trust and Department independently for financial eligibility and project eligibility;

- One-hundred and sixty (160) H2LOANS loan agreements are executed annually consisting of substantially similar Trust loan agreements and Department loan agreements;
- Three hundred (300) payment requisitions are reviewed and disbursed annually requiring substantially similar reviews by the Department and the Trust; and
- One thousand (1,000) loan repayments are received and processed separately by the Trust and Department pursuant to their respective loan agreements semi-annually; and

WHEREAS, the daily operations of H2LOans requires significant communication, cooperation and coordination between the Department and Trust; and

WHEREAS, in recognition of the necessity to effectuate program improvements, it is the desire of the Department to assign staff to technical development of H2LOans and for the Trust to procure certain information technology equipment and software to be used by Department staff for the purpose of supporting H2LOans program activities.

THEREFORE, the Trust and Department enter into this Memorandum of Understanding (“MOU”) as follows:

1. The Department agrees to provide, at its own expense, two temporary contractors via the New Jersey IT Staff Augmentation Contract (M-0817) to serve under the supervision of the NJEIT, for a combined seventy hours per week for a period of twenty five weeks, said contractors having computer programming experience to assist in maintaining H2LOans pertaining to environmental planning reviews for SuperStorm Sandy recovery projects; and
2. The Trust agrees to procure information technology equipment and software on behalf of the Department integral to H2LOans, for use by Department staff, in the amount not to exceed \$760,260, as follows:
 - i. Geographic Information System (GIS) Software and Licensing and Services in the amount not to exceed \$319,320;
 - ii. Infrastructure and Hardware in the amount not to exceed \$371,255;
 - iii. Business Intelligence Software Licensing in the amount not to exceed \$69,685; and
3. The Trust and Department jointly agree that the equipment and software referenced in Item #2 above will occur in Fiscal Year 2014, and are limited to the items described in Item #2, above; and
4. The Department agrees to provide specifications to the Trust for the equipment and software referenced in Item #2 above; and
5. The Department agrees that future licensing/maintenance costs associated with the equipment and software referenced in Item #2 above will be the sole responsibility of the Department; and

6. The responsibilities outlined above shall take effect upon the execution of this agreement and any changes in the facts upon which this agreement is based or any deviations from the terms and conditions of this MOU may render this MOU null and void; and
7. In the event any provision of this MOU is rendered invalid or unenforceable by any valid act of Congress or is found to be in violation of State statutes and/or regulations, said provision(s) hereof will be immediately void and may be re-negotiated for the sole purpose of rectifying the non-compliance. The remainder of the provisions of this MOU not in question shall remain in full force and effect; and
8. This MOU shall be construed and interpreted according to the laws of the State of New Jersey; and
9. This MOU constitutes the entire understanding among the Parties and may only be modified by a written amendment signed by the Parties; and
10. This MOU is being entered into for the sole purpose of evidencing the mutual understanding and intention of the Parties. It may be amended, modified, and supplemented at any time by mutual consent and in writing signed by the undersigned or their designees. There are no third party beneficiaries of this MOU; and
11. This MOU may be executed in counterpart on separate signature pages and each fully signed MOU shall be enforceable.

IN WITNESS WHEREOF, the Parties hereto have caused this MOU to be signed on the dates set forth below:

**DEPARTMENT OF ENVIRONMENTAL
PROTECTION**

Bob Martin, Commissioner

_____, 2013
Date

**NEW JERSEY ENVIRONMENTAL
INFRASTRUCTURE TRUST**

David E. Zimmer, Executive Director

_____, 2013
Date

Reviewed and approved as to form

On _____, 2013

Jeffrey S. Chiesa,
Attorney General of New Jersey

By: _____