

**RESOLUTIONS ADOPTED BY CITY COUNCIL 1-23-18**

**R12-18** RESOLUTION APPROVING LIQUOR LICENSE FOR THE 2016/2017 LICENSING TERM (CUSPER HOLDING, LLC)

**R13-18** RESOLUTION REAPPOINTING THOMAS GEORGE AS A MEMBER OF THE LONG BRANCH SEWERAGE AUTHORITY

**R14-18** RESOLUTION AUTHORIZING CONTRACT FOR NURSING SERVICES FOR THE ADMINISTRATION OF HEALTH SERVICES FOR THE PUBLIC

**R15-18** RESOLUTION OF THE CITY OF LONG BRANCH, NEW JERSEY OPPOSING OIL AND GAS ACTIVITIES ALONG THE NEW JERSEY SHORE

**R16-18** RESOLUTION ESTABLISHING CASH MANAGEMENT PLAN FOR THE CITY OF LONG BRANCH

**R17-18** RESOLUTION ESTABLISHING CASH MANAGEMENT POLICY OF THE CITY OF LONG BRANCH

**R18-18** RESOLUTION ESTABLISHING FUND BALANCE POLICY OF THE CITY OF LONG BRANCH

**R19-18** RESOLUTION 2017 BUDGET APPROPRIATION TRANSFERS

**R20-18** RESOLUTION APPROVAL PAYMENT OF BILLS

**R21-18** RESOLUTION AUTHORIZING THE MAYOR OF THE CITY OF LONG BRANCH TO EXECUTE A SUBCONTRACT BETWEEN THE CITY OF LONG BRANCH AND THE MONMOUTH COUNTY HEALTH DEPARTMENT (CHILDHOOD LEAD EXPOSURE PREVENTION PROJECT)

**RESOLUTION AUTHORIZING THE MAYOR OF THE CITY OF LONG BRANCH  
TO EXECUTE A SUBCONTRACT BETWEEN THE CITY OF LONG BRANCH AND  
THE MONMOUTH COUNTY HEALTH DEPARTMENT**

**WHEREAS**, the Monmouth County Health Department wishes to enter an agreement, in the form annexed hereto and made a part hereof, between the Monmouth County Health Department hereinafter referred to as "MCHD" and the City of Long Branch Health Department hereinafter referred to as the "subcontractor" or "vendor" based upon and subject to the successful award and approval of the New Jersey Department of Health Grant DFHS18CHD20 "Childhood Lead Exposure Prevention Project", based on approved funding for the within subcontract from the grant; and

**WHEREAS**, the subcontractor, the City of Long Branch Health Department shall provide those services including all deliverables indicated in subcontractor's offer as need to achieve the terms and conditions described in the request for proposal for Childhood Lead Exposure Prevention Project Grant, as per New Jersey Public Health Practice Standards, New Jersey Statutes Annotated (N.J.S.A.) 8:51 and 8:51A; and

**WHEREAS**, the term of the contract shall be from January 1, 2018 or from the date of final execution of this contract, whichever occurs last, and extending for a period through June 30, 2018, unless terminated subject to the terms herein; and

**WHEREAS**, the City of Long Branch's Health Department approved grant budget for the six month time period is \$13,743; and

**WHEREAS**, additional monies may be available for the time period from July 1, 2018 through December 31, 2018, should said grant be extended by the New Jersey Department of Health; and

**WHEREAS**, the subcontractor will independently perform all services provided in the contract and grant; and

**WHEREAS**, the subcontractor will not be considered an agent or employee of the Monmouth County Health Department for any purpose; and

**WHEREAS**, the subcontractor will not hire MCHD's employees to perform any portion of that work or services provided herein including clerical, secretarial, and similar incidental services; and

**WHEREAS**, to receive payment the subcontractor shall receive compensation as set forth in Exhibit A as approved by the New Jersey Department of Health and successful award of the CHEP grant for the period of the contract as compensation for all work and services performed as identified in Exhibit A. Any additional fees not identified and preapproved will not be reimbursed; and

**WHEREAS**, to receive payment, subcontractor should submit an appropriately itemized invoice to MCHD for services performed and allowable expenses incurred as provided in Exhibit A; and

**WHEREAS**, the payment schedule is covered under the billing section of the subcontract annexed hereto and made a part hereof; and

**WHEREAS**, the subcontract as annexed hereto and made a part hereof is in the best interest of the citizens of the City of Long Branch; and

**WHEREAS**, the Health Department recommends to the Council of the City of Long Branch that this contract be entered into;

**NOW THEREFORE BE IT RESOLVED**, by the Council of the City of Long Branch that the Mayor of the City of Long Branch being the same is hereby authorized to execute the

subcontract agreement between the Monmouth County Health Department and the City of Long Branch Health Department as annexed hereto and made a part hereof, and subject to the funding of this contract being approved by the New Jersey Department of Health Grant DFHS18CHD20 ("Childhood Lead Exposure Prevention Project") in the amount of \$13,743.

MOVED: *Miriam*

SECOND: *Billings*

AYES: 5

NAYES: 0

ABSENT: 0

ABSTAIN: 0

STATE OF NEW JERSEY  
COUNTY OF MONMOUTH  
CITY OF LONG BRANCH

I, KATHY L. SCHMIDT, MUNICIPAL CLERK OF THE CITY OF LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING TO BE A TRUE, COMPLETE AND CORRECT COPY OF RESOLUTION ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING HELD ON 1-23-18

IN WITNESS WHEREOF, I HAVE HEREBUNTO SET MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW JERSEY THIS 24 DAY OF JANUARY 2018

*Kathy Schmidt*  
MUNICIPAL CLERK, R.M.C.

## Exhibit A

### SUBCONTRACT BETWEEN THE MONMOUTH COUNTY HEALTH DEPARTMENT AND THE CITY OF LONG BRANCH HEALTH DEPARTMENT

This SUBCONTRACT (hereinafter referred to as "Contract") is made and entered into by and between THE MONMOUTH COUNTY HEALTH DEPARTMENT, at 3435 Route 9, Freehold, New Jersey hereinafter referred to as "MCHD" and THE CITY OF LONG BRANCH HEALTH DEPARTMENT with principal address at 344 Broadway Long Branch, New Jersey, 07740 hereinafter referred to as "Subcontractor" or "Vendor". This Sub-Contract is entered into upon the successful award and approval of the New Jersey Department of Health grant DFHS18CHD20 "Childhood Lead Exposure Prevention Project", based on approved funding for this contract from that grant, and hereinafter referred to as "Grant."

#### DESCRIPTION OF SERVICES

As set forth herein and including any attached EXHIBITS, Subcontractor shall provide those services, including all deliverables, indicated in Subcontractor's offer as needed to achieve the terms and conditions described in the Request for Proposal for Childhood Lead Exposure Prevention Project Grant, as per New Jersey Public Health Practice Standards, New Jersey Statutes Annotated (N.J.S.A.) 8:51 and 8:51A.

#### DURATION OF CONTRACT

The term of this Contract shall be from January 1, 2018 or from the date of final execution of this Contract, whichever last occurs, and extending for a period through June 30, 2018, unless terminated as provided herein, extended by amendment or funding has not been appropriated or reduced in such a manner that the terms and conditions of this Contract cannot be fulfilled. The City of Long Branch Health Department's approved grant budget for this 6 month time period totals **\$13,743.00**. Additional monies may be available for the time period July 1, 2018 thru December 31, 2018 should said grant be extended by the NJ Department of Health.

#### INDEPENDENT CONTRACTOR

The Subcontractor will independently perform all services specified in this Contract, and Grant. The Subcontractor shall have sole control over the manner and means of providing the work and services performed under this Contract. The MCHD's relationship to the Subcontractor under this

Contract shall be that of Independent Contractor. The Subcontractor will not be considered an agent or employee of the MCHD for any purpose. Subcontractor will not hire MCHD's employees to perform any portion of the work or services provided for herein, including clerical, secretarial, and similar incidental services.

#### ADMINISTRATION OF CONTRACT

The MCHD Contract Representative Christopher Merkel shall be the MCHD's authorized representative in all matters pertaining to procedures or the administration of the terms and conditions of this Contract. All matters of interpretation and/or approval shall be directed to the Christopher Merkel who will be the primary point of contact and coordinate any necessary response.

#### DISCREPANCIES AND OMISSIONS

Should anything which is necessary for a clear understanding of the work be omitted from the Contract documents, or should it appear that various instructions are in conflict, the Subcontractor shall secure written instructions from the MCHD's Contract Representative, Christopher Merkel before proceeding with the work affected by such omissions or discrepancies.

#### AMENDMENTS

This Contract shall not be amended, modified, altered or changed except by mutual agreement confirmed in writing by an authorized representative of each party to this Contract. Subcontractor agrees to waive any and all claims for adjustment in regard to any services performed without prior receipt of an appropriate written amendment.

#### PAYMENT

The Subcontractor shall receive compensation as set forth in EXHIBIT A, as approved by the New Jersey Department of Health and successful award of the CHEP grant for the period of this Contract as compensation for all work and services performed as identified in EXHIBIT A. Any additional fees not identified and preapproved will not be reimbursed.

## **BILLING**

To receive payment, the Subcontractor should submit an appropriately itemized invoice to MCHD for services performed and allowable expenses incurred as provided in EXHIBIT A. Invoices are to be sent to the billing address specified in EXHIBIT A.

Payment will be made on the basis of a schedule as detailed in EXHIBIT A. Progress payments are allowed, request for payment should be made no more frequently than monthly, unless otherwise specified in the Contract.

The MCHD may withhold or, on account of subsequently discovered evidence, nullify the whole or a part of any invoice to such extent as the MCHD may deem necessary to protect the MCHD from loss on account of: a) Unsatisfactory work performed, b) Failure of the Subcontractor to provide timely reports, or c) Incomplete, inaccurate, or unauthorized billing.

The MCHD may withhold final payment until all services; reports and/or other deliverables specified herein have been completed in a form satisfactory to the MCHD.

## **TERMINATION FOR CONVENIENCE**

The MCHD may terminate this Contract upon thirty (30) days' prior written notice to the Subcontractor. In the event of termination for convenience, the Subcontractor shall be paid for services performed under this Contract up to the effective date of termination.

## **TERMINATION FOR NON-APPROPRIATION**

The Contractor agrees that the MCHD's obligation to make payments under this Agreement is limited and solely restricted to funds which are received in support of this contract by MCHD by the New Jersey Department of Health Grant. The Contractor agrees and understands that the MCHD may terminate this Contract, without penalty, if funds are not appropriated by the New Jersey Department of Health, or any division thereof, or are reduced in such an amount, or funds are otherwise unavailable, such that the MCHD cannot fulfill the terms of this Contract. The Contractor shall be paid for services provided up to the effective date of termination.

## **TERMINATION FOR CAUSE**

The MCHD may cancel the Contract for breach, as determined by MCHD, for items such as, but not limited to: failure to meet Grant requirements, failure to meet required performance or progress standards as described in the Grant, or if the quality or level of service is unsatisfactory to MCHD. This cause for breach may include any cessation or diminution of service which, in the opinion of the MCHD, is not in its best interest or any failure to comply with the terms of the Contract.

The MCHD shall notify the Subcontractor of any contract breach. The Subcontractor shall remedy the breach within 10 calendar days. If the breach is not remedied in 10 calendar days, the MCHD may cancel the Contract by giving thirty (30) days notice in writing of its intention to cancel this Contract.

Should the MCHD breach any terms or provisions of the Contract, the Subcontractor shall serve written notice on the MCHD setting forth the alleged breach and demanding compliance with the Contract. Unless within ten (10) calendar days after receiving such notice, the allegation shall be contested or such breach shall cease and arrangements be made for corrections, the Subcontractor may cancel the Contract by giving thirty (30) days' notice, in writing of its intention to cancel this Contract.

In the event of cancellation for breach, the Subcontractor shall be paid only for work satisfactorily performed up to the date of cancellation.

In the event of early termination or cancellation for any cause, no payment for services performed will be made until and unless any necessary reports and/or deliverables have been provided.

#### NON-LIABILITY

In no event shall the MCHD be liable for any claims or liabilities arising out of the use of any libelous or other unlawful matter contained in services or data furnished by Subcontractor under this Contract.

#### HIPAA COMPLIANCE

The parties agree that the use and disclosure of patient health information and medical information is subject to compliance with applicable state and federal privacy laws. All uses and disclosures of protected health information shall be in compliance with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the Health Information Technology for Economic and Clinical Health Act as well as all of the applicable regulations or standards which are promulgated pursuant to such statutes. If applicable, Exhibit F, attached hereto, concerning compliance with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and its promulgated rules under 45 C.F.R. Parts 160 and 164 ("Privacy Rule") is hereby specifically incorporated by reference into this Agreement.

The Subcontractor is responsible for establishing a system to monitor CLEP project staff confidentiality of personally identifiable information (PII).

#### INDEMNIFICATION

The Subcontractor shall indemnify, defend, and hold harmless the MCHD, its officers, agents, and employees, and each of them, from and against any claims, demands, action, loss, or expenses, including but not limited to attorneys' fees, arising out of the negligent acts or omissions of Subcontractor, its agents or employees, or arising out of the work performed by Subcontractor, its agents or employees, in connection with this Contract. This indemnification shall survive termination of this Contract.

#### COMPLIANCE WITH LAWS

The Subcontractor agrees to comply with all laws, statutes, regulations, rulings, or enactments of any governmental authority. The Subcontractor shall obtain (at its own expense) unless stated expenses are identified in budget proposal from third parties, including state and local governments, all licenses and permissions necessary for the performance of the work.

#### ENTIRE CONTRACT

This Contract, along with its exhibits, attachments, and incorporated references shall constitute the entire agreement between the parties with respect to the subject matter herein and supersedes all prior communications and writings with respect to the content of said Contract. No modification, renewal, extension, or waiver of this Contract or of any of the provisions of this Contract, shall be binding upon either the Subcontractor or the MCHD unless reduced to writing and duly executed as provided for in the Contract.

## APPROVAL AND EFFECTIVE DATE

This Contract shall not be binding until signed by all parties.

### RECOMMENDED BY:

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### APPROVED:

SUBCONTRACTOR

By \_\_\_\_\_

By \_\_\_\_\_

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

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

**EXHIBIT A**

**NEED FOR SERVICE & OBJECTIVE/GOAL TO BE ACHIEVED**

Childhood Lead Poisoning activities for Local Health Departments in accordance with state statutes N.J.A.C. 8:51 and N.J.A.C. 8:51A

**QUALIFICATIONS**

Eligible applicants are local health departments

**SERVICES TO BE PERFORMED**

Implement a broad range of Public Health activities to reduce the burden of elevated blood levels in children as per NJ statutes and NJDOH promulgated rules, standards & directives

**NOTIFICATION**

**MCHD CONTRACT REPRESENTATIVE**

Christopher P. Merkel

Public Health Coordinator

Monmouth County Health Department

3435 Route 9, Freehold, New Jersey 07728

732-431-7456

## **REPORTS AND OTHER DELIVERABLES**

Reports as defined in the DFHS18CHD20 "Childhood Lead Exposure Prevention Project", request for proposal, objectives of the project, inclusive of quarterly reports due April 5, 2018, and a final report July 5, 2018 and other reports as defined by the New Jersey Department of Health.

All deliverables as defined in NJSA 8:51A and NJSA 8:51, DFHS18CHD20 "Childhood Lead Exposure Prevention Project", request for proposal, objectives of the project, and other deliverables as defined by the New Jersey Department of Health.

## **METHOD AND RATE OF PAYMENT**

Grant payment vouchers and documentation will be submitted to the MCHD

## **RENEWAL OPTIONS**

The Childhood Lead Grant DFHS18CHD20 can be extended beyond June 30, 2018 should the NJDOH authorize additional funding.

## **GRANT REQUIREMENTS/PROPOSED ACTIVITIES**

All grant related Childhood Lead Poisoning Prevention services and payment requests will be in conformance with NJDOH and MCHD grant terms and conditions.

R# 12-18

**RESOLUTION APPROVING LIQUOR LICENSE FOR THE 2016/2017  
LICENSING TERM**

**WHEREAS**, the Chief of Police, the Director of Health, the Director of Building & Development, the Fire Marshall and the Chief Code Enforcement Officer have recommended the approval of the following 2016/2017 license:

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of Long Branch that they hereby approve the below listed liquor license renewal for the 2016/2017 licensing term:

Cusper Holding, LLC 1325-33-046-008

MOVED: Sirianne  
SECONDED: Bellings

AYES: 5  
NAYS: 0  
ABSENT: 0  
ABSTAIN: 0

STATE OF NEW JERSEY  
COUNTY OF MONMOUTH  
CITY OF LONG BRANCH  
I, KATHY L. SCHMID, MUNICIPAL CLERK OF THE CITY OF  
LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING  
TO BE A TRUE, COMPLETE AND CORRECT COPY OF  
RESOLUTION ADOPTED BY THE CITY COUNCIL AT A  
REGULAR MEETING HELD ON 1-23-18  
IN WITNESS WHEREOF, I HAVE HERETOUNTO SET  
MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE  
CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW  
JERSEY THIS 24th DAY OF JANUARY 2018  
J. L. Schmid MUNICIPAL CLERK, R.M.C.

R# 13-18

**RESOLUTION REAPPOINTING THOMAS GEORGE AS A MEMBER OF THE LONG BRANCH SEWERAGE  
AUTHORITY**

**BE IT RESOLVED**, by the City Council of the City of Long Branch that they hereby reappoint Thomas George as a member of the Long Branch Sewerage Authority for a term to commence February 1, 2018 and to expire on February 1, 2023.

MOVED: Sirianu

SECONDED: Billings

AYES: 5

NAYS: 0

ABSENT: 0

ABSTAIN: 0

STATE OF NEW JERSEY  
COUNTY OF MONMOUTH  
CITY OF LONG BRANCH

I, KATHY L. SCHMELZ, MUNICIPAL CLERK OF THE CITY OF LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING TO BE A TRUE, COMPLETE AND CORRECT COPY OF RESOLUTION ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING HELD ON 1-23-18

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW JERSEY THIS 24th DAY OF JANUARY 2018

  
MUNICIPAL CLERK, R.M.C.

RESOLUTION AUTHORIZING CONTRACT  
FOR NURSING SERVICES FOR THE  
ADMINISTRATION OF HEALTH SERVICES FOR THE PUBLIC

WHEREAS, at the recommendation of the City's Health Officer there is a need to enter into a contract with the Visiting Nurse Association Health Group 176 Riverside Avenue, Red Bank, New Jersey 07701 for the purpose of administering Health Services to the public and;

WHEREAS, the City has chosen to use the traditional method of contracting rather than publicly advertising for sealed proposals for this contract and; therefore pursuant to N.J.S.A. 19:44A-20.4 et seq., the following documents have been submitted and annexed hereto with regard to the contract at issue.

1. Visiting Nurse Association Health Group, in accordance with PL2004 has completed and submitted the Business Entity Disclosure Certification, annexed hereto, certifying that it has not made and will not make, any reportable contributions that would bar the award of contract.
2. Visiting Nurse Association Health Group has completed, and Submitted to the City, the C. 271 Political Contribution Disclosure Form.
3. In executing the contract documents, Visiting Nurse Association Health Group has certified that it complies with the City's Ordinance # 18-05 and has not given any political contributions that would bar the award of contract.

WHEREAS, the Chief Financial Officer of the City of Long Branch has certified in accordance with the Certification of Funds Form attached hereto, that availability of funds for this contract are found in appropriation # 8-01-071-213 for an amount of \$3,192.00 **with continuation of this contract contingent upon provision of additional funds through appropriation transfer, emergency appropriation, and/or provision of adequate funds in the 2018 budget**

NOW THEREFORE BE IT RESOLVED, that the City Council of the City of Long Branch hereby authorizing a contract with the Visiting Nurse Association Health Group to provide registered nurses to administer health services to the public not to exceed amount of \$ 12,768.00

BE IT FURTHER RESOLVED, that the Mayor and Clerk are hereby authorized to execute any and all necessary documents pursuant to said agreement.

BE IT FURTHER RESOLVED, that a notice of award of this contract shall be advertised as required by law.

OFFERED: Siranni  
SECOND: Billings  
AYES: 5  
NAYES: 0  
ABSENT: 0  
ABSTAIN: 0

STATE OF NEW JERSEY  
COUNTRY OF MONMOUTH  
CITY OF LONG BRANCH

I, KATHY L. SCIMILLE, MUNICIPAL CLERK OF THE CITY OF LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING TO BE A TRUE, COMPLETE AND CORRECT COPY OF RESOLUTION ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING HELD ON 1-23-18

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW JERSEY THIS 4th DAY OF JANUARY 2018

Municipal Clerk, R.M.C.

**CITY OF LONG BRANCH  
OFFICE OF THE FINANCE DIRECTOR  
344 BROADWAY  
LONG BRANCH, NJ 07740**

**CERTIFICATION OF CHIEF FINANCIAL OFFICER**

As the Chief Financial Officer of the City of Long Branch, I certify that funds are available for award of the following contracts/agreements:

**CONTRACT TO PROVIDE NURSING SERVICES FOR THE PUBLIC**

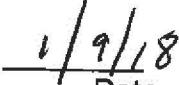
Said contract being made as follows:

**VISITING NURSES ASSOCIATION OF CENTRAL JERSEY \$12,768.00**

Said funds being available in the form of:

**#8-01-071-213, \$3,192.00 \* CONTINUATION OF THIS CONTRACT IS  
CONTINGENT UPON PROVISION OF ADDITIONAL FUNDS BY  
APPROPRIATION TRANSFER, EMERGENCY APPROPRIATION, AND  
PROVISION OF ADEQUATE FUNDS IN THE 2018 ADOPTED AND FUTURE  
BUDGETS.**

  
\_\_\_\_\_  
Michael Martin  
Chief Financial Officer

  
\_\_\_\_\_  
Date

VISITING NURSE ASSOCIATION OF CENTRAL JERSEY, INC

AGREEMENT FOR THE PROVISION OF HEALTH SERVICES

THIS AGREEMENT is made this 1st day of January 2018, by and between Long Branch Health Department ("Health Department"), a department of a municipal corporation of the State of New Jersey, and Visiting Nurse Association of Central Jersey, Inc., at 23 Main St. Suite D1, Holmdel, New Jersey 07733 ("VNA").

WHEREAS, VNA is a non-profit corporation organized under the laws of New Jersey, and is licensed to provide certain public health services, including public health nursing services, which meet the standards of practice prescribed by the New Jersey State Department of Health and Public Law S-130, Chapter 329; and

WHEREAS, HEALTH DEPARTMENT desires to engage the services of VNA to furnish public health services as hereinafter described, which services VNA is willing to provide for the consideration hereinafter set forth;

NOW, THEREFORE, it is hereby agreed by and between the parties hereto as follows:

- I. Term. VNA agrees to furnish the public health services hereinafter described for the period of January 1, 2018 through December 31, 2018, subject to the termination provisions set forth below (the "Term").
- II. Services. The services to be provided by VNA pursuant to this Agreement are set forth on Schedule "A", which is attached hereto and made a part hereof (the "Services"). For all Services, VNA acknowledges and agrees that:
  - a. Administration and supervision of the Services will be in accordance with minimum standards including the maintenance of individual service records, collaboration with the appropriate Health Department health officers, provision of orientation and continuing education/inservice to the professional staff and provision of annual service reports.
  - b. Health promotion and public health nursing services set forth on Schedule "A" may be rendered upon request of the patient, provided physician orders are first obtained, if appropriate.
  - c. VNA will provide an emergency telephone referral service beyond primary service hours.
  - d. VNA is certified as a Medicare provider under Title XVIII of the Social Security Act and as a Medicaid provider under Title XIX of the Social Security Act. It represents that it possesses all federal, state and local licenses and permits

material to and necessary in the provision of the Services. Such licenses and permits are in full force and effect, no violations are or have been recorded in respect of any such licenses or permits, and no proceeding is pending or, to the knowledge of VNA, threatened to revoke or limit any certification, license or permit. Upon request, VNA shall furnish true and complete copies of any of the aforementioned certifications, licenses or permits.

- III. Cost. Health Department agrees to pay to VNA the amount set forth on Schedule "B", which is attached hereto and made a part hereof.
- IV. Notice. All communications from VNA to the HEALTH DEPARTMENT shall be directed to the attention of City Administrator. All contract communications to VNA from the HEALTH DEPARTMENT should be directed to: Chief External Affairs Officer.
- V. Reports. VNA shall provide an annual report of Services performed pursuant to this agreement.
- VI. Right to Audit. The licensed Health Officer and/or municipal auditor of said HEALTH DEPARTMENT may review, upon written request, addresses of residents of the HEALTH DEPARTMENT served by VNA and the annual audit and financial accounts of VNA as they pertain to this Agreement upon reasonable notice to VNA and during regular business hours at Visiting Nurse Association of Central Jersey, 23 Main St., Suite D1, Holmdel, New Jersey 07733
- VII. Insurances and Indemnification.
  - a. VNA shall maintain professional liability insurance and other appropriate insurance coverage covering acts or omissions by VNA personnel, with coverage of at least one million dollars (\$1,000,000) per incident, and three million dollars (\$3,000,000) in the aggregate, and workers' compensation insurance and unemployment compensation for VNA personnel as statutorily required. VNA shall provide certificates of insurance evidencing the above coverage upon request.
  - b. Each party shall defend, indemnify and hold harmless the other, including its officers, employees and agents, from and against any and all liability, loss, expense, (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of that party, its officers, employees, or agents.
- VIII. Nothing contained herein shall prevent VNA from continuing its practice of charging for services to those financially able to pay in order to seek reimbursement for the Services provided.

IX. Confidentiality. VNA AND HEALTH DEPARTMENT each hereby agree to use or disclose Protected Health Information only as permitted or required by this Agreement or as otherwise required by state or federal law. HEALTH DEPARTMENT further certifies that its Health Department is a public authority as defined by 45 CFR(s) 164.501 ("HIPAA") authorized by law to collect or receive protected health information for the public health activities described in this Agreement.

X. Termination and Right to Cure. Either party may terminate this Agreement without cause by giving the other party three (3) months' written notice. If a Party wishes to terminate this Agreement for cause, it must provide a written notice of intent to terminate to the party in breach or default, which writing must specify the breach or default with sufficient particularity. The party receiving such notice shall have fifteen (15) days to respond to the notice with an acceptable plan of correction to cure such breach or default, which plan must be effectuated no later than thirty (30) days from receipt of said notice.

XI. Authority. Health Department represents that the person executing this Agreement has the requisite authority to enter into agreements on behalf of the Health Department, and that the Health Department agrees to be bound by the terms of this Agreement.

XII. Relationship of the Parties. Nothing in this Agreement shall be construed to constitute either party a partner, employee or agent of the other, nor shall either party have authority to bind the other in any respect, it being intended that each shall remain an independent contractor solely responsible for its own actions. No employee or agent of one party hereto shall be considered an employee or agent of the other party.

XIII. Severability. If any part of any provision of this Agreement or any other Agreement, document or writing given pursuant to or in connection with this Agreement shall be invalid or unenforceable under applicable law, said part shall be ineffective to the extent of such invalidity or unenforceability only, without in any way affecting the remaining parts of said provision or the remaining provisions of said Agreement.

XIV. This Agreement shall not be amended, altered, or modified, except by an instrument in writing duly executed by the parties hereto.

XV. Entire Agreement. This Agreement constitutes the entire Agreement between the parties hereto with respect to the subject matter hereof, and it supersedes all prior oral and written agreements, commitments or understandings with respect to the matters provided for herein.

XVI. Headings. Article and Section headings contained in this Agreement are inserted for convenience of reference only, shall not be deemed to be a part of this Agreement for any purpose, shall not in any way define or affect the meaning, construction or scope of any of the provisions hereof.

XVII. Governing Law. This Agreement, the rights and obligations of the parties hereto, and any claims or disputes relating thereto, shall be governed by and construed in accordance with the law of the state of New Jersey (but not including the choice of law rules thereof).

XVIII. Non-Exclusivity. Concurrently with the term of this Agreement, either party may enter into contracts with one or more other entities for the provision of the Services.

WITNESS WHEREOF, the said parties hereunto interchangeably set their hands or caused these presents to be signed by their corporate officers.

Visiting Nurse Association of Central Jersey, Inc.

  
Steven Landers, MD, MPH

President & CEO

Date: 12/21/2017

For the Long Branch Health Department

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Print Name and Title

Signature

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

## SCHEDULE A

The following Public Health services (the “Services”) are available from VNA. VNA shall provide the Services denoted by a check mark:

Health promotion for infants and preschool children of limited income families. This includes:

- Health supervision for infants, preschool children and their parents including physical, emotional, nutritional, and cognitive development.
- Primary health care services, which include comprehensive preventative health care of infants and preschool children based upon the current New Jersey Department of Health’s publication, “The Child Health Conference”.
- Maintaining an information service and referral procedure to encourage physicians, hospitals, and social agencies to refer appropriate cases to primary care services provided by the Public Health Nursing Agency.

Detection and control of lead poisoning in children\*. This shall include:

- Conducting a follow-up program which would include education and awareness of the serious nature of repeated exposure to lead; as well as referrals of positive cases to medical case management.
- Providing staff to monitor the Welligent database to identify persons within the municipality with the blood lead levels between 5 and 9.9 micrograms/dl.  
\* For levels below 10 mcg/dl but requiring investigation, standard VNA nursing rates for these services will apply.
- Coordinating the management of appropriate cases with medical and/or hospital care, health department, follow-up screenings, and other consulting services such as a nutritionist, social worker or other professionals as required.
- Providing nurses or specialty trained community health workers to carry out home visits to assess the person for symptoms, identify potential lead sources, and provide case management of remediation and education of the patient and family providing relevant educational materials as appropriate.

Provide for home visits by public health nurses as follow-up to educational needs and health management problems identified such as: at-risk, impaired, neglectful, or abusive parenting, or failure to thrive, lead poisoning or developmental delays.

Reduction of infant mortality/morbidity by improving pregnancy outcome as per minimum standards including:

- Provide case management for pregnant clients to ensure optimum use of prenatal services and to ensure referral to other services as needed such as high-risk clinic, WIC, home

visitation programs, family planning and insurance navigation through the Improving Pregnancy Outcomes program.

- Promote the entry into prenatal care within the first trimester.
- Establish/maintain community liaisons to provide outreach and education about available services, including high-risk women and adolescents.

○ Assist in the prevention/control of communicable disease by:

- Provide nursing services for referral and follow-up of reportable disease including sexually transmitted diseases in cooperation with the local health officer.
- Provide individual patient information and consent forms as per minimum standards and New Jersey State Health Department immunization guidelines.

○ Provide nursing services to assist in the control of Tuberculosis and in cooperation with the Monmouth County Tuberculosis Control Center within the Monmouth County Health Department:

- TB testing (group or individual)
- Case finding
- Provide nurses and/or other designated personnel to carry out directly observed therapy for persons diagnosed with tuberculosis requiring this type of therapy per the guidelines of the Centers for Disease Control and Prevention and the New Jersey Department of Health.
- Provide nurses to carry out home visits to assess the person for symptoms and provide case management for remediation and education of the patient and family providing relevant educational materials as appropriate.
- Follow-up of contacts of active tuberculosis
- Referral of positive contact to Monmouth County Tuberculosis Control Center (Monmouth County Health Dept.)
- Provide nursing surveillance of clients on chemotherapy\* and collaborate with Monmouth County Health Department in the case management of the above cases.  
\* For required visits beyond 10 days of service standard VNA nursing rates will apply.
- VNAHG will follow relevant guidelines issued by OSHA pertaining to infection control.
- VNAHG will follow all guidelines for disposal of waste set by the State Department of Health.
- VNAHG will provide worker's compensation as well as liability and malpractice insurance coverage for the performance of their employees.

**HEALTH DEPARTMENT'S Responsibilities:**

- A. Health Department will provide cooperation with the VNAHG efforts to outreach to and work with the affected individuals.

- B. Health Department will support any necessary investigations of property owners regarding facilities issues that contribute to either elevated lead levels or tuberculosis transmission.
- C. Health Department to pay VNAHG for the services provided under this Agreement according to the rate schedule as indicated below:

RN services @ \$100 per hour/per nurse for lead poisoning services and \$146 per hour for monitoring of tuberculosis chemotherapy (directly observed therapy), including all medical supplies as needed and removal and disposal costs of any medical waste containers.

These charges will apply to tuberculosis cases starting at the eleventh (11<sup>th</sup>) day of service. Services for up to 10 days will be provided under the general municipality contract for public health services with the VNAHG.

Cost for some of these services could be reduced to \$35.00 per hour for community health worker (CHW) services if volume supports hire of CHW.

- A. Invoices shall be submitted to Health Department by VNAHG on a monthly basis within thirty (30) days after the close of the month.
- B. Health Department agrees to pay VNAHG for undisputed invoices within forty-five (45) days of receipt of invoice.

- Establish and maintain collaboration and participation with local municipal health departments, county health departments and offices of emergency management regarding all hazards emergency preparedness activities. Ensure VNA staff all- hazards emergency preparedness qualifications through current on-going internal, county and statewide training.
- Provide community health education services on topics such as: Cancer detection and prevention, Osteoporosis, Diabetes or Heart Disease and assistance with assessment of community health needs.
- Provide NJ Family Care outreach and enrollment activities to all age groups, specifically targeting families with young children and adolescents.

Signature: 

Steven Landers, MD, MPH  
President & CEO  
Visiting Nurse Association of Central Jersey, Inc.

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

Print Name and Title  
Long Branch Health Department

Date: 12/21/2017

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

## SCHEDULE B

1. Health Department shall pay to VNA the amount of twelve thousand, seven hundred sixty- eight dollars (\$12,768.00) annually for providing the Services identified on Schedule A. This amount shall be paid to VNA on a Quarterly basis.
2. VNA will notify Health Department when billing for chargeable Services to Health Department reaches the above amount. Health Department will then notify VNA to determine whether to continue such Services, or to cease them. If Services are to be continued, the parties agree to negotiate in good faith a fair market value for such additional Services.
3. Notwithstanding the payment named above, VNA is permitted to seek other or additional reimbursement for the Services from agencies, payors (including Medicare and Medicaid), grantors, insurance companies and other entities who may reimburse providers for such Services.

## **BUSINESS ASSOCIATE AGREEMENT**

**THIS AGREEMENT** is made as of the 1<sup>st</sup> day of January 2018, by and between Visiting Nurse Association of Central Jersey, Inc. (“VNACJ”) and Long Branch Health Department (“Business Associate”). This Agreement sets forth the terms and conditions pursuant to which Protected Health Information that is provided by, or created or received by, Business Associate from or on behalf of VNACJ (“Protected Health Information”), will be handled between Business Associate and VNACJ and with third parties during the term of their Agreement and after its termination.

### **RECITALS**

**WHEREAS**, VNACJ and Business Associate are parties to an agreement dated January 1, 2018 for the provision of services (the “Agreement”); and

**WHEREAS**, both VNACJ and Business Associate are committed to complying with the Standards for Privacy of Individually Identifiable Health Information (the “Privacy Regulation”) under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”).

**NOW, THEREFORE**, the Parties mutually agree as follows:

- A. Permitted Uses and Disclosures of Protected Health Information.** Pursuant to the terms of the Services Agreement, Business Associate provides services for VNACJ that may involve the use and disclosure of Protected Health Information. Except as otherwise limited in this Agreement, Business Associate may:
  1. use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, VNACJ as specified in the Services Agreement provided that such use or disclosure would not violate the Privacy Rule if done by VNACJ;
  2. use the Protected Health Information in his possession for his proper management and administration and to fulfill any present or future legal responsibilities of Business Associate, provided that such uses are required or permitted under state and federal laws, and provided that such Protected Health Information will be held confidentially and used only as required by law or for the purpose for which it was disclosed;
  3. use Protected Health Information to provide Data Aggregation services to VNACJ as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B).
- B. Responsibilities of Business Associate.** Unless otherwise limited herein, Business Associate shall:
  1. use or disclose information no further than is permitted or required by this Agreement or required by law, and use appropriate safeguards to prevent use or disclosure of information other than as provided by this Agreement;
  2. report to VNACJ any use or disclosure of the information other than as permitted or required by this Agreement or required by law;

3. make available protected health information in accordance with 45 C.F.R. § 164.524;
4. make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 C.F.R. 164.526, and make information available to provide an accounting of disclosures pursuant to 45 C.F.R. 164.528;
5. ensure that any agents or subcontractors of Business Associate agree to the same restrictions and conditions that apply to Business Associate with respect to Protected Health Information;
6. make his internal practices, books and records available to the Secretary of Health and Human Services for purposes of determining VNACJ's compliance with the Privacy Rule, subject to attorney-client and other applicable legal privileges, and provide access to Protected Health Information in a Designated Record Set, to VNACJ or, as directed by VNACJ, to an Individual in order to meet the requirements under 45 C.F.R. § 164.524;
7. upon prior written request, time and manner designated by VNACJ, make available all records, books, agreements, policies and procedures relating to the use and/or disclosure of Protected Health Information to VNACJ for purposes of enabling VNACJ to determine the Company's compliance with the terms of this Agreement.

**C. Responsibilities of VNACJ** With regard to the use and/or disclosure of Protected Health Information by the company, VNACJ hereby agrees:

1. to inform Business Associate of any changes in the form of notice of privacy practices (the "Notice") that VNACJ provides to individuals pursuant to 45 C.F.R. § 164.520, and provide Business Associate a copy of the Notice currently in use.
2. to inform Business Associate of any changes in, or withdrawal of, the consent or authorization provided to VNACJ by individuals pursuant to 45 C.F.R. § 164.506 or § 164.508.
3. to notify Business Associate, in writing and in a timely manner, of any arrangements permitted or required of VNACJ under 45 C.F.R. §§ 160 and 164 that may impact in any manner the use and/or disclosure of Protected Health Information by Business Associate under this Agreement, including, but not limited to, restrictions on use and/or disclosure of Protected Health Information as provided for in 45 C.F.R. § 164.522 agreed to by VNACJ.

**D. Term and Termination**

1. **Responsibilities of Business Associate Upon the Termination of the Services Agreement:**
  - a. Upon the termination of the Services Agreement, Business Associate agrees to return or destroy all Protected Health Information pursuant to 45 C.F.R. § 164.504(e)(2)(I), if it is feasible to do so. Prior to doing so, Business Associate further agrees to recover any Protected Health Information in the possession of its subcontractors or agents.
  - b. If it is not feasible for Business Associate to return or destroy said Protected Health Information upon the termination of the Services Agreement, Business Associate will notify VNACJ in writing. Said notification shall include: (i) a statement that Business Associate has determined that it is infeasible to return or destroy the Protected Health

Information in its possession, and (ii) the specific reasons for such determination. Business Associate agrees to extend any and all protections, limitations and restrictions contained in this Agreement to Business Associate's use and/or disclosure of any Protected Health Information retained after the termination of the Services Agreement, and to limit any further uses and/or disclosures to the purposes that make the return or destruction of the Protected Health Information infeasible.

- c. If it is infeasible for Business Associate to obtain, from a subcontractor or agent, any Protected Health Information in the possession of the subcontractor or agent upon the termination of the Services Agreement, Business Associate will provide a written explanation to VNACJ and require the subcontractors and agents to agree to extend any and all protections, limitations and restrictions contained in this Agreement to the subcontractors' and/or agents' use and/or disclosure of any Protected Health Information retained after the termination of the Services Agreement, and to limit any further uses and/or disclosures to the purposes that make the return or destruction of the Protected Health Information infeasible.
2. **Term.** The Term of this Agreement shall be effective as of the date hereof. This Agreement shall terminate (1) when all of the Protected Health Information provided by VNACJ to Business Associate, or created or received by Business Associate on behalf of VNACJ, is destroyed or returned to VNACJ, or (2) if it is infeasible to return or destroy Protected health Information, protections are extended to such information, in accordance with Section D(1) of this Agreement.
3. **Termination of Services Agreement for Cause.** The following termination provisions shall apply in addition to the termination provisions specified in the Services Agreement:
  - a. Upon VNACJ's knowledge of a material breach of this Agreement by Business Associate, VNACJ shall, upon written notice to Business Associate, provide Business Associate thirty (30) days to cure the breach. If such breach is not cured within said thirty (30) days, VNACJ may thereafter terminate (i) this Agreement and (ii) the Agreement.
  - b. If neither termination nor cure are feasible, VNACJ shall report the violation to the Secretary.

#### **E. Indemnification**

1. The Parties agree to indemnify, defend and hold harmless each other and each other's respective employees, directors, officers, subcontractors, agents or other members of its workforce, each of the foregoing hereinafter referred to as "indemnified party," against all actual and direct losses suffered by the indemnified party and all liability to third parties arising from or in connection with any breach of this Agreement or of any warranty hereunder or from any negligence or wrongful acts or omissions, including failure to perform its obligations under the Privacy Regulation, by the indemnifying party or its employees, directors, officers, subcontractors, agents or other members of its workforce. Accordingly, on demand, the indemnifying party shall reimburse any indemnified party for any and all actual and direct losses, liabilities, lost profits, fines, penalties, costs or expenses (including reasonable attorneys' fees) which may for any reason be imposed upon any indemnified

party by reason of any suit, claim, action, proceeding or demand by any third party which results from the indemnifying party's breach hereunder. The Parties' obligation to indemnify any indemnified party shall survive the expiration or termination of this Agreement for any reason.

**F. Definitions and References**

1. **Regulatory References.** A reference in this Agreement to a section in the Privacy Rule means the section as in effect or as amended, and for which compliance is required.
2. **Privacy Rule.** Privacy Rule shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. §§ 160 and Part 164, subparts A and E.
3. **Protected Health Information.** Protected Health Information shall have the same meaning as the term protected health information in 45 C.F.R. § 164.501 limited to the information created or received by Company from or on behalf of VNACJ. As defined in 45 C.F.R. § 164.501 Protected Health Information means "individually identifiable health information," including electronic records, paper records and oral communications. Individually Identifiable Information includes information, including demographic information, collected from an individual and: (1) is created or received by a health care provider, health plan, employer or health care clearing house; and (2) relates to the past, present, or future payment for the provision of health care to an individual; and either identifies the individual, or with respect to which there is a reasonable basis to believe the information can be used to identify the individual.
4. **Secretary.** Secretary shall mean the Secretary of the Department of Health and Human Services or his/her designee.
5. **Designated Record Set.** Designated Record Set shall have the meaning set out in its definition at 45 C.F.R. § 164.501, as such provision is currently drafted and as it is subsequently updated, amended, or revised.

Long Branch Health Department

Visiting Nurse Association of Central Jersey

(Print)

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

Steven Landers, MD, MPH



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

Title: \_\_\_\_\_

Title: President & CEO

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

Date: 12/21/2017

**P.L. 1975, c. 127**  
**MANDATORY AFFIRMATIVE ACTION LANGUAGE**  
**PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS**  
**(N.J.A.C. 17:27-3.4)**

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

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 or sex. Except with respect to affectional or sexual orientation, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Such action shall include, but not 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 provisions of the nondiscrimination clause.

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 or sex.

The contractor or subcontractor, where applicable; will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Public Agency Compliance 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.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, N.J.S.A. 10:5-31, et seq. as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to Section 5.2 of the Regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

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

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

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 or sex, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable federal law and applicable federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office 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 Affirmative Action Office for conducting a compliance investigation pursuant to N.J.A.C. 17:27-10.1, et seq.

To: Visiting Nurse Association of Central Jersey, Inc.

I certify that the above information is correct to the best of my knowledge.

Name of Contractor: Long Branch Health Department

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

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

**RESOLUTION OF THE CITY OF LONG BRANCH, NEW JERSEY OPPOSING OIL AND GAS ACTIVITIES ALONG THE NEW JERSEY SHORE**

**WHEREAS**, on January 8, 2018, the federal Bureau of Ocean Energy Management (BOEM) announced in the Federal Register notice the release of their Draft Proposed Program (DPP) for the 2019-2024 Outer Continental Shelf Oil and Gas Leasing Program. BOEM is requesting public comment on the DPP as well as formal scoping for a Programmatic Environmental Impact Statement for the 2019-2024 Program; and

**WHEREAS**, this new plan includes the entire Atlantic Ocean from Maine to Florida, including the waters off New Jersey within 3 miles of beaches, as well as including other ocean areas totaling some 90% of US ocean waters; and

**WHEREAS**, New Jersey boasts over 127 miles of beautiful ocean coastline and hundreds of miles of back-bays, estuaries, and other waterways connected to the Atlantic Ocean; and

**WHEREAS**, the Jersey Shore is essential to the health of the our communities, environment and the thriving economy of New Jersey; and

**WHEREAS**, the City of Long Branch borders on the Atlantic Ocean with five miles of land and beaches on the Atlantic Ocean; and

**WHEREAS**, a primary driver of the City of Long Branch's economy is the spring, summer, and fall tourism seasons, with the City having an increase in daily population numbering in the thousands; and

**WHEREAS**, the City of Long Branch has, through its own activities, increased its beachfront usage from \$87,000 in public beach revenue in 1996 to approximately \$2 million in beach revenue in 2017; and

**WHEREAS**, the beach revenue is derived primarily from beach goers and use of the Atlantic Ocean and its beaches; and

**WHEREAS**, the physical, hydrodynamic, and biological characteristics of the ocean off the Jersey Shore are unique in the world, as more than 300 species of fish, nearly 350 species of birds, five species of sea turtles, and many marine mammals such as 20 species of whales and dolphins, one species of porpoise, and four species of seals, frequent this region. Nine endangered species, four of which are whales, can be found in these ocean waters, including the Atlantic Right Whale, one of the world's most endangered marine mammals. The region also serves as an essential migratory pathway for many of these species; and

**WHEREAS**, the Jersey Shore sustains the economy of the region with its bounty of natural resources and intrinsic values for millions of people through tourism. Tourism brings more than \$32 billion to New Jersey's economy each year and provides jobs to more than 500,000 people; and

**WHEREAS**, recreational and commercial fisheries in New Jersey provide enormous economic benefits, including revenue, food production, and recreational activities. In 2014, recreational fishing supported nearly 20,000 jobs and resulted in \$2 billion of retail sales. Commercial fishing supports nearly 7,300 jobs and provides \$152 million in landings, not including restaurant and retail sales; and

**WHEREAS**, current estimates of the amount of technically recoverable oil off the entire Atlantic coast from Maine to Florida would only last the nation approximately 229 days, and the amount of technically recoverable gas would only last approximately 562 days; and

**WHEREAS**, offshore oil and gas development, causes substantial environmental impacts, including: (a) onshore damage due to infrastructure, (b) water pollution from drilling

muds and the water brought-up from a well with oil and gas (called "produced waters"), (c) noise from seismic surveys, (d) air pollution, and (e) oil spills; and

**WHERAS**, the harmful environmental consequences of offshore oil and gas exploration and development are serious and threatens the environmental and economic assets of New Jersey; and

**WHEREAS**, The BP Horizon disaster in the Gulf of Mexico (2010) is clear evidence of the dangers associated with offshore drilling, including costing the lives of 11 people, devastating coastal economies and countless livelihoods, and killing countless marine animals, as well as continuing to cause harm to marine life as documented by a steady flow of studies; and

**WHEREAS**, Federal Administration officials are also weakening protections of ocean resources by undermining rules and regulations, cutting funding sources for spill response; and

**WHEREAS**, oil spills travel vast distances, and the Gulf Stream and Labrador Ocean Current all flow toward New Jersey making the region vulnerable to impacts from spills anywhere in the Atlantic Ocean; and

**WHEREAS**, within five days of the release of the DPP Governor Scott from Florida was able to convince Department of Interior Secretary Zinke to remove Florida from further consideration for drilling due to the importance of coastal tourism to that state and NJ shares this same economic dependence on tourism and clean ocean economies; and

**WHEREAS**, the City of Long Branch is no different from Palm Beach, Florida or Miami Beach, Florida or Fort Lauderdale, Florida, or Stewart, Florida, or Juno Beach, Florida; and

**WHEREAS**, all of these communities have the same tourism goals and needs; and

**WHEREAS**, the tourism sector in New Jersey generated \$41.9 billion in 2016, and half of that came from shore counties according to the New Jersey State annual tourism report; and

**WHEREAS**, tourism makes up 6.5% of all goods and services provided in New Jersey versus 9.5% in Florida, according to twin studies in 2016; and

**WHEREAS**, bi-partisan opposition against drilling off the New Jersey coast has included every Governor since 1985, and a majority of the congressional delegation and most coastal towns; and

**WHEREAS**, in the January 8, 2018, BOEM Federal Register to requests comments on the Draft Proposed Program (DPP) and scoping comments for the Programmatic Environmental Impact Study

**WHEREAS**, energy conservation and efficiency measures can significantly reduce the nation's need to explore and drill for nonrenewable resources, such as oil and natural gas; and

**WHEREAS**, coastal municipalities have a profound interest in maintaining strong federal protections for our nation's coastal environment, as well as the economic and social benefits it supports;

**NOW, THEREFORE, BE IT RESOLVED**, that on this 23<sup>rd</sup> day of January 2018 the Council of the City of Long Branch hereby opposes offshore oil and gas exploration and drilling activities that would affect the coast of New Jersey, and calls upon the Secretary of the Interior Ryan K. Zinke, who oversees the Bureau of Ocean Energy Management, to withdraw New Jersey and the entire Atlantic Ocean from consideration for the offshore oil and gas exploration, development, or drilling; and

**BE IT FURTHER RESOLVED**, that a copy of this resolution shall be sent to the Governor of the State of New Jersey, the President of the United States, the Secretary of the Interior Ryan K. Zinke, and to Ms. Kelly Hamnerle, Chief, National Oil and Gas Leasing Program Development and Coordination Branch, Leasing Division, Office of Strategic

Resources, BOEM, (VAM-LD) 45600 Woodland Road, Mailstop VAM-LD, Sterling, VA

20166-9216.

MOVED: *Siranni*  
SECONDED: *Bellings*

AND ADOPTED UPON THE FOLLOWING ROLL CALL:

AYES: 5

NAYES: 0

ABSENT: 0

ABSTAIN: 0

STATE OF NEW JERSEY  
COUNTY OF MONMOUTH

CITY OF LONG BRANCH

I, KATHY L. SCHMID, MUNICIPAL CLERK OF THE CITY OF  
LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING  
TO BE A TRUE, COMPLETE AND CORRECT COPY OF  
RESOLUTION ADOPTED BY THE CITY COUNCIL AT A  
REGULAR MEETING HELD ON 1-23-18

IN WITNESS WHEREOF, I HAVE HEREUNTO SET  
MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE  
CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW  
JERSEY THIS 24th DAY OF JANUARY 2018

MUNICIPAL CLERK, R.M.C.

*Kathy L. Schmid, Deputy*

**RESOLUTION ESTABLISHING  
CASH MANAGEMENT PLAN FOR THE CITY OF LONG BRANCH**

**Be it resolved** by the Council of the City of Long Branch, *County of Monmouth*, that for the year 2018, the following shall serve as the cash management plan of the City.

The Chief Financial Officer is directed to use this cash management plan as the guide in depositing and investing the City of Long Branch funds.

The following are authorized as suitable investments

Interest-bearing bank accounts and certificates of deposit in authorized banks, listed below, for deposit of local unit funds.

Government money market mutual funds as comply with N.J.S.A. 40A:5-15. I(e)

Any federal agency or instrumentality obligation authorized by Congress that matures within 397 days from the date of purchase, and has a fixed rate of interest not dependent on any index or external factors.

Bonds or other obligations of the local unit or school district of which the local unit is a part.

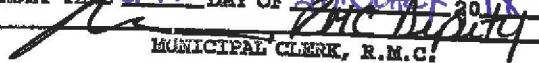
Any other obligations with maturates not exceeding 397 days, as permitted by the Division of Investments.

Local government investment pools which comply with N.J.S.A. 40A:5-15. I(c) and conditions set by the Division of Local Government Services.

New Jersey State Cash Management Fund.

Repurchase agreements (repos) of fully collateralized securities which comply with N.J.S.A. 40A 5-15 1 (a),

OFFERED: Siriani  
 SECOND: Bilhings  
 AYES: 5  
 NAYES: 0  
 ABSENT: 0  
 ABSTAIN: 0

STATE OF NEW JERSEY  
 COUNTY OF MONMOUTH  
 CITY OF LONG BRANCH  
 I, RAY L. COFFEE, MUNICIPAL CLERK OF THE CITY OF  
 LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING  
 IS A TRUE, COMPLETE AND CORRECT COPY OF  
 RESOLUTION ADOPTED BY THE CITY COUNCIL AT A  
 REGULAR MEETING HELD ON 1-13-18  
 IN WITNESS WHEREOF, I HAVE HERETOUPON SET  
 MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE  
 CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW  
 JERSEY THE 14<sup>th</sup> DAY OF JANUARY 2018  
  
 MUNICIPAL CLERK, R.M.C.

The following Government Unit Depository Protection Act approved banks are authorized depositories for deposit of funds

Bank of America  
Investors Bank  
Kearny Federal Savings Bank  
Santander Bank  
Wells Fargo Bank

State of New Jersey Cash Management Fund  
New Jersey Asset & Rebate Management Program (NJ/ARM)

The above referenced banking and savings institutions are hereby authorized to honor and pay checks, drafts and warrants drawn on the several accounts in said banking institutions, when same are signed in the name of the City of Long Branch by Adam Schneider, Mayor, Kevin Hayes Sr., Business Administrator, Michael Martin, Director of Finance/ Chief Financial Officer, or Patrice Antonucci, Comptroller.

The following are approved security broker/dealers

*No designated firms as of January 1, 2017.*

The registered principal of any brokerage firm approved above shall be provided with and sign an acknowledgment that they have seen and reviewed the cash management plan

For each month, the Chief Financial Officer shall prepare a report for the governing body that consists of the following

- A summary of all investments made or redeemed
- Any and all financial institutions holding local unit funds
- The class or type of securities purchased or funds deposited
- Income gained on deposits and investments
- Market value of investments and disclosure and how the value was determined
- A listing of accounts or deposits that do not earn interest.

The approved cash management policy is an integral part of this document.

Any official involved with the selection of depositories, investments, broker/dealers shall disclose any material business or personal relationship to the governing body and to the Local Finance Board (*or local ethics board if applicable*).

Any official who in the course of his or her duties deposits or invests in accordance with the plan shall be relieved of any liability for loss of investment.

**RESOLUTION ESTABLISHING**  
**CASH MANAGEMENT POLICY OF THE CITY OF LONG BRANCH**

**Be it resolved** by the City Council of the City of Long Branch, County of Monmouth, That the Chief Financial Officer shall administer the cash management plan adopted on January 23, 2018 through compliance with 40A ~5-1 et seq., prudent application of these cash management policies, which shall not conflict the plan in any way.

1. Objectives: The priority of investing practices shall be, in order of descending importance,

***Security, liquidity, and yield.***

A. **Security** : The safety of principal is the foremost objective of the cash management plan. Investments shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. The objective is to mitigate credit risk and interest rate risk.

1. **Credit Risk** Credit risk is the risk of loss due to failure of the security issuer or backer Credit risk may be mitigated by:

a. Limiting investments to the safest types of securities.

b. Pre-qualifying the financial institutions, broker/dealers, intermediaries, and advisors with which an entity will do business.

c. Diversifying the investment portfolio

2. **Interest Rate Risk**: Interest rate risk is the risk that the market value of the securities in the portfolio will fall due to changes in general interest rates. Interest rate risk may be mitigated by:

a. Structuring the investment portfolio so that securities mature to meet cash requirements for ongoing operations thereby avoiding the need to sell securities on the open market prior to maturity, and

b. By investing operating funds primarily in shorter-term securities. (less than 365 days)

B. **Liquidity**- The portfolio shall remain sufficiently liquid to meet all operating requirements that may be reasonably anticipated. Investments of various funds should be structured so that they match the potential need. Thus, investments of operating funds should be kept in investments with a maturity of not more than one year. Investments of a capital, or long term trust fund nature should match the expected use of the funds, but not to exceed five years. Investments should consist of securities with active secondary markets or in mutual funds that permit liquidation at net asset value. Securities shall not be sold prior to maturity with the following exceptions:

OFFERED: Sirianu  
 SECOND: Billing  
 AYES: 5  
 NAYES: 0  
 ABSENT: 0  
 ABSTAIN: 0

STATE OF NEW JERSEY  
 COUNTY OF MONMOUTH  
 CITY OF LONG BRANCH

I, KATHY L. SCHMELZ, MUNICIPAL CLERK OF THE CITY OF LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING TO BE A TRUE, COMPLETE AND CORRECT COPY OF RESOLUTION ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING HELD ON 1-23-18

IN WITNESS WHEREOF, I HAVE HERETOUNTO SET MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW JERSEY THIS 24 DAY OF JANUARY 20

MUNICIPAL CLERK, R.M.C.

1. a declining credit security could be sold early to minimize the loss of principal.
2. a security swap would improve the quality, yield, or target duration in the portfolio.
3. liquidity needs of the local unit require that the security be sold.

**C. Yield:** The investment portfolio must be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, taking into account the investment risk constraints and liquidity needs. Return on investment is of least importance compared to the safety and liquidity objectives described above. The core of investments are limited to relatively low risk securities in anticipation of earning a fair return relative to the risk being assumed. The Chief Financial Officer shall carefully evaluate the legality, security, and yield attributes of any investment offering above market yields.

#### **11. Standards of Care**

##### **A. Prudence**

The standard of prudence to be used by investment officials shall be the "prudent person" standard and shall be applied in the context of managing an overall portfolio in accordance with State law and this policy. Chief Financial Officers acting in accordance with the cash management plan and policy shall be relieved of any liability for loss of such moneys due to the insolvency or closing of any depository designated by, or the decrease in value of any investment authorized by, the cash management plan.

Investments shall be made with judgment and care, under circumstances their prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived.

##### **B. Ethics and Conflicts of Interest**

Officers and employees involved in the investment process shall not have personal business activity that could conflict with the proper execution and management of the investment program, or that could impair their ability to make impartial decisions. Employees and investment officials shall disclose any material investment in financial institutions with which they conduct business. They shall disclose any personal financial/investment positions that could be related to the performance of the investment portfolio, employees and officers shall refrain from undertaking personal investment transactions with the same individual with whom business is conducted on behalf of their entity. Personnel involved in investment activities shall comply with the Local Government Ethics Law.

##### **C. Delegation of Responsibility and Authority**

Responsibility and authority to manage the cash management plan and policy is granted to the Chief Financial Officer pursuant to N.J.S.A. 40A:5-14. No person may engage in an investment transaction except as provided under the terms of the policy and the written procedures established by the Chief Financial Officer. The Chief Financial Officer, responsible for all transactions undertaken and shall establish a system of controls to regulate the activities of subordinate officials.

### **III. Safekeeping and Custody**

**A. Authorized Banks for Deposit of Governmental Funds:** The cash management plan shall list all authorized banks for deposit of governmental funds. Only banks approved by the Department of Banking and Insurance under the Government Unit Depository Protection Act (GUDPA) can be approved depositories.

**B. Approved Security Broker/Dealers:** The cash management plan shall list any approved security broker/dealers

#### **C. Internal Controls**

1. The Governing body shall act to provide that the agency has an internal control structure that is established, defined and maintained to ensure that the assets of the entity are protected from loss, theft or misuse. The Chief Financial Officer shall develop written internal controls and submit them to the governing body for approval. The internal control structure shall be designed to provide reasonable assurance that the assets of the entity are protected from loss, theft or misuse. The concept of reasonable assurance recognizes that.

a. the cost of a control should not exceed the benefits likely to be derived.

b. the valuation of costs and benefits of internal controls requires estimates and judgments by management.

2. Internal control practices shall address the following points:

a. Control of collusion. Collusion is a situation where two or more employees are working in conjunction to defraud their employer.

b. Separation of transaction authority from accounting and record keeping. By separating the person who authorizes or performs the transaction from the people who record or otherwise account for the transaction, a separation of duties is achieved.

c. Custodial safekeeping. Securities purchased from any bank or dealer including appropriate collateral (as defined by N.J.S.A. 12A:9-105) shall be placed with an independent third party for custodial safekeeping.

d. Avoidance of physical delivery securities. Book entry securities are much easier to transfer and account for since actual delivery of a document never takes place. Delivered securities must be properly safeguarded against loss or destruction. The potential for fraud and loss increases with physically delivered securities.

e. Clear delegation of authority to subordinate staff members. Subordinate staff members must have a clear understanding of their authority and responsibilities to avoid improper actions. Clear delegation of authority also preserves the internal control structure that is contingent on the various staff positions and their respective responsibilities.

f. Written confirmation or telephone transactions for investments and wire transfer. Due to the potential for error and improprieties arising from telephone transactions, all telephone transactions should be supported by written communications and approved by the appropriate person. Written communication

may be via fax if on letterhead and the safekeeping institution has a list of authorized signatures.

g. Development of a wire transfer agreement with the lead bank or third party custodian. This agreement should outline the various controls, security provisions, and delineate responsibilities of each party making and receiving wire transfers.

D. Delivery vs. Payment: All trades where applicable will be executed by delivery vs. payment (DVP). This ensures that securities are deposited in the eligible financial institution prior to the release of funds. Securities will be held by a third party custodian as evidenced by safekeeping receipts.

#### IV. Reporting

A. Methods: The Chief Financial Officer shall prepare an investment report to the governing body each month, including a succinct management summary that provides a clear picture of the status of the current investment portfolio and transactions made over the last month. This management summary will be prepared in a manner which will allow the governing body to ascertain whether investment activities during the reporting period have conformed to the investment policy. The report should be provided to the Chief Executive Officer, and the Governing Body. The report will include those items outlined in the cash management plan.

B. Performance Standards: The investment portfolio will be managed in accordance with the parameters specified within the cash management plan and policy. The portfolio should obtain a market average rate of return during a market/economic environment of stable interest rates. Portfolio performance should be compared to appropriate benchmarks on a regular basis. *(benchmarks to be established by the governing body could include New Jersey Cash Management plan 30, 60, or 90 day T-bill performance, performance information provided by investment service providers or publishers of financial information such as the Wall Street Journal or by other means acceptable to the governing body)*

#### V. Policy

A. Exemption: Any investment currently held that does not meet these guidelines shall be exempted from the requirements of the cash management plan. At maturity or liquidation, such monies shall be reinvested only as provided by the cash management plan and policy.

B. Amendment: The cash management plan must be approved by the Governing Body, by resolution, on an annual basis, and may be amended at any time during the year to reflect changes due to changes in laws, depositories, funds or investments.

**RESOLUTION ESTABLISHING**  
**FUND BALANCE POLICY OF THE CITY OF LONG BRANCH**

**Be it resolved** by the City Council of the City of Long Branch, County of Monmouth, That the Chief Financial Officer shall administer the Fund Balance plan adopted on January 23, 2018 through compliance with 40A ~5-1 et seq.

**Purpose of Fund Balance**

The purpose of this policy is:

- to establish a Fund Balance policy tailored to the needs of the City to insure against unanticipated events that would adversely affect the financial condition of the City and jeopardize the continuation of necessary public services. This policy will ensure that the City maintains adequate Fund Balance reserve levels.
- to provide a stable financial environment for the City's operations that allows the City to provide quality services to its residents in a fiscally responsible manner designed to keep services and taxes as consistent as possible over time. This fund balance policy is meant to serve as the framework upon which consistent operations may be built and sustained.
- to establish a key element of the financial stability of the City by setting guidelines for the use and maintenance of Fund Balance. Fund Balance is an important measure of economic stability. It is essential that the City maintain an adequate level of Fund Balance to mitigate financial risk that may occur from unforeseen revenue fluctuations, unanticipated expenditures, State of New Jersey policy decisions and similar circumstances.

Fund Balance provides cash flow liquidity for the City's operations. Lack of adequate Fund Balance may put the City at risk of fiscal stress resulting in excessive tax increases. Fund Balance is used as a tool to mitigate and stabilize the amount to be raised through taxation.

**Definitions**

**Fund Balance.** Net assets, or the difference between assets, liabilities and reserves in a governmental fund, is considered Fund Balance.

**Surplus.** Surplus is another term used by various agencies to describe Fund Balance. The use of the term Surplus tends to insinuate that it is unnecessary or excessive. The City does not endorse the use of the term Surplus. Various State documents require us to report our Fund Balance under the title of Surplus.

## Credit Rating

Credit rating agencies determine the adequacy of Fund Balance using a complex series of financial evaluations. The amount of Fund Balance on hand is an important, but not the only consideration in the City's credit rating process.

The Government Finance Officer's Association of the US & Canada (GFOA) recommends maintaining a total fund balance of as high as 25% of annual general fund expenditures. This percentage varies depending on individual community situations, based on the above mentioned considerations and risk. Also, GFOA recommends that cities of any size maintain an unrestricted General Fund balance of no less than two months of regular general fund operating revenues or expenditures, whichever is more predictable.

## Other Provisions

**Maintenance.** In the event that Fund Balance is so calculated to be less than the policy anticipates, the City shall plan to adjust budget resources in the subsequent fiscal years to restore the balance. Except in extraordinary circumstances, Fund Balance should not be used to fund any portion of the ongoing and routine year-to-year operating expenditures of the City. It should be used primarily to insure adequate assigned balances, to respond to unforeseen emergencies, to provide cash flow, and to provide overall financial stability.

**Administrative Responsibilities.** The Chief Financial Officer shall be responsible for monitoring and reporting the City's various assignments. The City Administrator is directed to make recommendations to the Finance Committee of the City Council on the use of Fund Balance as an element of the annual operating budget from time to time throughout the year as needs may arise.

**Annual Reporting.** The Chief Financial Officer shall annually report to the Finance Committee of the City Council the status of the City's various components of Fund Balance. The Chief Financial Officer shall also provide status reports at other times to the Finance Committee or the City Council as may be requested.

## Policy

It is the goal of the City is to achieve and maintain a Fund balance equal to 10% of expenditures. The City considers a balance of less than 5% to be cause for concern. If, at any point, the City's Fund Balance does not fall within the parameters of this policy a corrective action plan will be developed and the City's Finance Committee will be tasked with Fund Balance restoration to restore the balance to acceptable levels as soon as is financially practical.

OFFERED: Sirianne  
SECOND: Billing  
AYES: 5  
NAYES: 0  
ABSENT: 0  
ABSTAIN: 0

STATE OF NEW JERSEY  
COUNTY OF MONMOUTH  
CITY OF LONG BRANCH  
I, KATHY L. SCHNEIDER, MUNICIPAL CLERK OF THE CITY OF  
LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING  
TO BE A TRUE, COMPLETE AND CORRECT COPY OF  
A RESOLUTION ADOPTED BY THE CITY COUNCIL AT A  
REGULAR MEETING HELD ON 1-23-18  
IN WITNESS WHEREOF, I HAVE HEREUNTO SIGNED  
MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE  
CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW  
JERSEY THIS 24 DAY OF MARCH 2018  
MUNICIPAL CLERK, R.M.C.

L# 19-18

RESOLUTION  
2017 BUDGET APPROPRIATION TRANSFERS

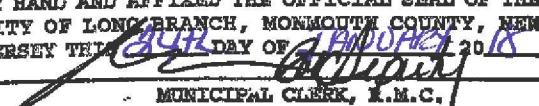
WHEREAS N.J.S.A. 40A: 4-58 states "Should it become necessary, during the last 2 months of the fiscal year or the first 3 months of the next fiscal year, to expend for any of the purposes specified in the budget an

Amount in excess of the respective sums appropriated therefor and there shall be an excess in any appropriations over and above the amount deemed to be necessary to fulfill the purpose of such appropriation, the governing body may, by resolution setting forth the facts, adopted by not less than 2/3 vote of the full membership thereof, transfer the amount of such excess to those appropriations deemed to be insufficient"; and,

WHEREAS the Chief Financial Officer has recommended that the following transfers, being in compliance with N.J.S.A. 40A: 4-58, be made.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Long Branch, County of Monmouth, (not less than 2/3 of the full membership concurring affirmatively), that the budget transfers, attached and made a permanent part of this resolution, are hereby made and approved.

OFFERED: Sirianne  
SECOND: Billings  
AYES: 5  
NAYES: 0  
ABSENT: 0  
ABSTAIN: 6

STATE OF NEW JERSEY  
COUNTY OF MONMOUTH  
CITY OF LONG BRANCH  
I, KATHY L. SCHMIDT, MUNICIPAL CLERK OF THE CITY OF LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING TO BE A TRUE, COMPLETE AND CORRECT COPY OF RESOLUTION ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING HELD ON 1-13-18  
IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW JERSEY THIS 24th DAY OF APRIL 2018  
  
MUNICIPAL CLERK, I.M.C.

<u>Account Name</u>	<u>Account Number</u>	<u>TO</u>	<u>FROM</u>
Electric Utilities	O/E 7-01-102-502	\$ 13,000.00	
Natural Gas Utilities	O/E 7-01-104-502	\$ 10,000.00	
Gasoline	O/E 7-01-112-502	\$ 23,000.00	
		<u>\$ 23,000.00</u>	<u>\$ 23,000.00</u>

R# 20-18

RESOLUTION  
APPROVAL PAYMENT OF BILLS

WHEREAS, the City Council of the City of Long Branch have examined the bills and the vouchers therefore that are contained on the attached list.

NOW THEREFORE BE IT RESOLVED, by the City Council of the City of Long Branch that the payment of bills set forth on the attached list are hereby approved.

MOVED: Sirionni

SECONDED: Billings

AYES: 5

NAYES: 0

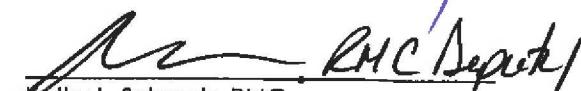
ABSENT: 0

ABSTAIN: 0

I hereby certify the foregoing to be a true copy of a resolution adopted by the City Council at their Regular meeting held on

1-23-18

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Long Branch, Monmouth County, New Jersey this 24th day of JANUARY, 2018

  
Kathy L. Schmelz, RMC  
City Clerk

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**PUBLIC NOTICE**

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Notice is hereby given that the following bills will be submitted for payment approval as of January 23, 2018. The original bills are on file in the Office of the Director of Finance of the City of Long Branch between the hours of 8:30 A.M. and 4:30 P.M. Monday through Friday.

A T & T			
All Industrial Safety Products Inc.		253.36	
Anchor Rubber Stamp & Printing Co., Inc.		493.50	
Ansell, Grimm & Aaron, PC		74.49	
Ansell, Grimm & Aaron, PC		2,500.00	Final Pmt.
Atlantic Flooring, Inc.		18,342.72	Final Pmt.
Atlantic Plumbing Supply Corp.		545.00	
Auto Parts		64.64	
City of Long Branch Clearing Account		1,684.62	
City of Long Branch Clearing Account		3,292.48	
City of Long Branch Payroll Agency Account		558,834.10	
Collision Repair by Damiano		442,407.55	
Cooper Electric Supply Co.		2,033.89	
County of Monmouth Division of Highways		6,997.77	
Cranbury Custom Lettering Inc.		905.00	
CWA Local 1075		145.00	
D&W Diesel, Inc.		5,700.00	
Dearborn National Life		15.30	
DiFrancesco, Bateman, Coley		1,267.73	
Edmunds & Associates		2,100.00	Pmt. #5
Fine Fare		3,800.00	
Finer Details		125.76	
Frank Ravaschiere		285.00	
Freehold Ford Inc.		218.15	
Garden State Highway Products Inc.		323.97	
Gillidsystems		1,197.00	
Gloria Winnick		215.00	
Home Depot Credit Services		40.45	
Horizon Blue Cross Blue Shield		2,834.72	
Imperial Bag & Paper Co., LLC		12,743.16	
JAMM Printing		1,427.35	
Jersey Central Power & Light		444.00	
Jesco, Inc.		12,779.27	
John's Auto & Truck Repair		445.68	
Kepwel Water		35.00	
Konica Minolta		10.00	
Konica Minolta Business Solutions USA Inc.		907.50	Final Pmt.
Lexis Nexis Risk Solutions		3,844.62	
Long Branch Municipal Court		99.00	
Mazza Recycling Services		125.54	
Michael A. Irene, Jr. Esq.		650.00	
Mid-Atlantic Truck Center Inc.		1,000.00	Pmt. #10
Miller's Luncheonette		488.26	
Monmouth County Police Academy		286.03	
		75.00	

\* DENOTES PREPAY

\*\* SUBJECT TO COMPLETION OF PAYMENT PACKAGE

Monmouth County Treasurer	71,908.87	
Monmouth University	750.00	
Monroe Systems for Business	48.80	
NEC Corp. of America	3,132.23	
New Jersey American Water Co.	17,307.96	
New Jersey Natural Gas	12,003.56	
Office Concepts Group	77.28	
Partac Peat Corporation	613.00	
Party Corner	231.52	
Plosia Cohen Law Firm	4,542.00	Final Pmt.
PPC Lubricants, Inc.	935.76	
Provantage LLC	802.00	
Republic Services of NJ, LLC	3,603.60	Pmt. #29
Riggins Incorporated	28,118.84	
Rockefeller's	*	357.50
Saker Shoprites, Inc.	53.97	
Scoles Floorshine Industries	924.68	
Seaboard Welding Supply Inc.	158.25	
Sip's Paint & Hardware	227.91	
Skip's Sports	571.00	
Stavols Asphalt Company, Inc.	76.96	
Treasurer, State of NJ, Department of Community Affairs	26,629.00	
United Parcel Service	*	35.58
Up-Tite Fasteners Inc.	163.00	
Verizon	*	4,889.66
Vision Service Plan	*	1,126.85
Visiting Nurses Association of Central Jersey	3,192.00	Final Pmt.
W.B. Mason Co., Inc.	4,202.28	
Warshauer Electric Supply	88.00	
West End Engine Co.	*	400.00
Y-Pers	218.00	

**TOTAL CURRENT** **1,279,447.67**

SHI International Corp. Amazon Web Services - December 2017 5.50

**TOTAL CAPITAL** **5.50**

City of Long Branch Clearing Account	To Reimburse Clearing Account	*	4,078.69
City of Long Branch Payroll Agency Account	Employee Health Benefits - January 2018	*	3,746.16
Dearborn National Life	Employee Life Insurance - January 2018	*	7.34
Horizon Blue Cross Blue Shield	Employee Dental Benefits - January 2018	*	102.46
Long Branch Animal Hospital	Veterinary Services - Animal Control - December 2017	*	552.00 Final Pmt.
NJ Dept of Health & Senior Services	Monthly Dog Report - December 2017	*	12.00
Verizon	Utilities - Wireless Services - December 2017	*	191.20
Vision Service Plan	Employee Health Benefits - January 2018	*	19.53

**TOTAL ANIMAL CONTROL** **8,709.38**

\* DENOTES PREPAY

**\*\* SUBJECT TO COMPLETION OF PAYMENT PACKAGE**

Auto Parts  
K-Mart  
Konica Minolta Business Solutions USA Inc.  
Robert R. Goodman

Miscellaneous Auto Parts - Community Development - December 2017	133.99
Items for Hobert Manor Senior Citizens CDBG Activities - Community Development	1,000.00
Copier Agreement - Community Development - December 2017	280.45
Reimbursement for CDBG Supplies & Services - Community Development	18.69

**TOTAL HUD**

**1,433.13**

Ansell, Grimm & Aaron, PC  
Christiana Trust as Custodian  
City of Long Branch Clearing Account  
City of Long Branch Clearing Account  
City of Long Branch Payroll Agency Account  
Dearborn National Life  
DSHC Enterprises, LLC  
Greater Long Branch Chamber of Commerce  
Greenbaum, Rowe, Smith & Davis  
Horizon Blue Cross Blue Shield  
Monmouth Wire Computer  
MTAG Cust Fig Cap Inv NJ13 LLC  
New Jersey Natural Gas  
US Bank Cust PC 4 Firsttrust Bk  
Vantage Point Real Estate Development Management LLC  
Vision Service Plan

Legal Services - Pier Village III - December 2017  
Tax Sale Premium  
To Reimburse Clearing Account  
To Reimburse Clearing Account  
Employee Health Benefits - January 2018  
Employee Life Insurance - January 2018  
Tax Sale Premiums  
Reimbursement for Utilities from 7/4/17 - 12/1/17 - Community Development  
Professional Services - Stavola Project - November 2017  
Employee Dental Benefits - January 2018  
Computer & Electronic Scrap Recycling - December 2017  
Tax Sale Premium  
Utilities - Gas - November - December 2017  
Tax Sale Premiums  
Professional Services - Stavola Project - November 2017  
Employee Health Benefits - January 2018

*	537.50	Final Pmt.
*	30,000.00	
*	23,707.98	
*	51,700.00	
*	2,757.73	
*	3.67	
*	4,300.00	
*	826.10	
*	3,744.00	Pmt. #1
*	72.74	
*	500.00	
*	21,500.00	
*	140.51	
*	1,900.00	
*	11,138.50	Pmt. #1
*	13.33	

**TOTAL TRUST OTHER**

**152,542.06**

\* DENOTES PREPAY

\*\* SUBJECT TO COMPLETION OF PAYMENT PACKAGE

**RESOLUTION AUTHORIZING THE MAYOR OF THE CITY OF LONG BRANCH  
TO EXECUTE A SUBCONTRACT BETWEEN THE CITY OF LONG BRANCH AND  
THE MONMOUTH COUNTY HEALTH DEPARTMENT**

**WHEREAS**, the Monmouth County Health Department wishes to enter an agreement, in the form annexed hereto and made a part hereof, between the Monmouth County Health Department hereinafter referred to as "MCHD" and the City of Long Branch Health Department hereinafter referred to as the "subcontractor" or "vendor" based upon and subject to the successful award and approval of the New Jersey Department of Health Grant DFHS18CHD20 "Childhood Lead Exposure Prevention Project", based on approved funding for the within subcontract from the grant; and

**WHEREAS**, the subcontractor, the City of Long Branch Health Department shall provide those services including all deliverables indicated in subcontractor's offer as need to achieve the terms and conditions described in the request for proposal for Childhood Lead Exposure Prevention Project Grant, as per New Jersey Public Health Practice Standards, New Jersey Statutes Annotated (N.J.S.A.) 8:51 and 8:51A; and

**WHEREAS**, the term of the contract shall be from January 1, 2018 or from the date of final execution of this contract, whichever occurs last, and extending for a period through June 30, 2018, unless terminated subject to the terms herein; and

**WHEREAS**, the City of Long Branch's Health Department approved grant budget for the six month time period is \$13,743; and

**WHEREAS**, additional monies may be available for the time period from July 1, 2018 through December 31, 2018, should said grant be extended by the New Jersey Department of Health; and

**WHEREAS**, the subcontractor will independently perform all services provided in the contract and grant; and

**WHEREAS**, the subcontractor will not be considered an agent or employee of the Monmouth County Health Department for any purpose; and

**WHEREAS**, the subcontractor will not hire MCHD's employees to perform any portion of that work or services provided herein including clerical, secretarial, and similar incidental services; and

**WHEREAS**, to receive payment the subcontractor shall receive compensation as set forth in Exhibit A as approved by the New Jersey Department of Health and successful award of the CHEP grant for the period of the contract as compensation for all work and services performed as identified in Exhibit A. Any additional fees not identified and preapproved will not be reimbursed; and

**WHEREAS**, to receive payment, subcontractor should submit an appropriately itemized invoice to MCHD for services performed and allowable expenses incurred as provided in Exhibit A; and

**WHEREAS**, the payment schedule is covered under the billing section of the subcontract annexed hereto and made a part hereof; and

**WHEREAS**, the subcontract as annexed hereto and made a part hereof is in the best interest of the citizens of the City of Long Branch; and

**WHEREAS**, the Health Department recommends to the Council of the City of Long Branch that this contract be entered into;

**NOW THEREFORE BE IT RESOLVED**, by the Council of the City of Long Branch that the Mayor of the City of Long Branch being the same is hereby authorized to execute the

subcontract agreement between the Monmouth County Health Department and the City of Long Branch Health Department as annexed hereto and made a part hereof, and subject to the funding of this contract being approved by the New Jersey Department of Health Grant DFHS18CHD20 ("Childhood Lead Exposure Prevention Project") in the amount of \$13,743.

MOVED: *D.ianne*

SECOND: *Billings*

AYES: 5

NAYES: 0

ABSENT: 0

ABSTAIN: 0

STATE OF NEW JERSEY  
COUNTY OF MONMOUTH  
CITY OF LONG BRANCH

I, KATHY L. SCHMID, MUNICIPAL CLERK OF THE CITY OF LONG BRANCH, DO HEREBY CERTIFY THIS FOREGOING TO BE A TRUE, COMPLETE AND CORRECT COPY OF RESOLUTION ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING HELD ON 1-25-15

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW JERSEY THIS 20 DAY OF JANUARY 2015

*Deputy*  
MUNICIPAL CLERK, R.M.C.

## **Exhibit A**

### **SUBCONTRACT BETWEEN THE MONMOUTH COUNTY HEALTH DEPARTMENT AND THE CITY OF LONG BRANCH HEALTH DEPARTMENT**

This SUBCONTRACT (hereinafter referred to as "Contract") is made and entered into by and between THE MONMOUTH COUNTY HEALTH DEPARTMENT, at 3435 Route 9, Freehold, New Jersey hereinafter referred to as "MCHD" and THE CITY OF LONG BRANCH HEALTH DEPARTMENT with principal address at 344 Broadway Long Branch, New Jersey, 07740 hereinafter referred to as "Subcontractor" or "Vendor". This Sub-Contract is entered into upon the successful award and approval of the New Jersey Department of Health grant DFHS18CHD20 "Childhood Lead Exposure Prevention Project", based on approved funding for this contract from that grant, and hereinafter referred to as "Grant."

#### **DESCRIPTION OF SERVICES**

As set forth herein and including any attached EXHIBITS, Subcontractor shall provide those services, including all deliverables, indicated in Subcontractor's offer as needed to achieve the terms and conditions described in the Request for Proposal for Childhood Lead Exposure Prevention Project Grant, as per New Jersey Public Health Practice Standards, New Jersey Statutes Annotated (N.J.S.A.) 8:51 and 8:51A.

#### **DURATION OF CONTRACT**

The term of this Contract shall be from January 1, 2018 or from the date of final execution of this Contract, whichever last occurs, and extending for a period through June 30, 2018, unless terminated as provided herein, extended by amendment or funding has not been appropriated or reduced in such a manner that the terms and conditions of this Contract cannot be fulfilled. The City of Long Branch Health Department's approved grant budget for this 6 month time period totals **\$13,743.00**. Additional monies may be available for the time period July 1, 2018 thru December 31, 2018 should said grant be extended by the NJ Department of Health.

#### **INDEPENDENT CONTRACTOR**

The Subcontractor will independently perform all services specified in this Contract, and Grant. The Subcontractor shall have sole control over the manner and means of providing the work and services performed under this Contract. The MCHD's relationship to the Subcontractor under this

Contract shall be that of Independent Contractor. The Subcontractor will not be considered an agent or employee of the MCHD for any purpose. Subcontractor will not hire MCHD's employees to perform any portion of the work or services provided for herein, including clerical, secretarial, and similar incidental services.

#### ADMINISTRATION OF CONTRACT

The MCHD Contract Representative Christopher Merkel shall be the MCHD's authorized representative in all matters pertaining to procedures or the administration of the terms and conditions of this Contract. All matters of interpretation and/or approval shall be directed to the Christopher Merkel who will be the primary point of contact and coordinate any necessary response.

#### DISCREPANCIES AND OMISSIONS

Should anything which is necessary for a clear understanding of the work be omitted from the Contract documents, or should it appear that various instructions are in conflict, the Subcontractor shall secure written instructions from the MCHD's Contract Representative, Christopher Merkel before proceeding with the work affected by such omissions or discrepancies.

#### AMENDMENTS

This Contract shall not be amended, modified, altered or changed except by mutual agreement confirmed in writing by an authorized representative of each party to this Contract. Subcontractor agrees to waive any and all claims for adjustment in regard to any services performed without prior receipt of an appropriate written amendment.

#### PAYMENT

The Subcontractor shall receive compensation as set forth in EXHIBIT A, as approved by the New Jersey Department of Health and successful award of the CHEP grant for the period of this Contract as compensation for all work and services performed as identified in EXHIBIT A. Any additional fees not identified and preapproved will not be reimbursed.

**BILLING**

To receive payment, the Subcontractor should submit an appropriately itemized invoice to MCHD for services performed and allowable expenses incurred as provided in EXHIBIT A. Invoices are to be sent to the billing address specified in EXHIBIT A.

Payment will be made on the basis of a schedule as detailed in EXHIBIT A. Progress payments are allowed, request for payment should be made no more frequently than monthly, unless otherwise specified in the Contract.

The MCHD may withhold or, on account of subsequently discovered evidence, nullify the whole or a part of any invoice to such extent as the MCHD may deem necessary to protect the MCHD from loss on account of: a) Unsatisfactory work performed, b) Failure of the Subcontractor to provide timely reports, or c) Incomplete, inaccurate, or unauthorized billing.

The MCHD may withhold final payment until all services; reports and/or other deliverables specified herein have been completed in a form satisfactory to the MCHD.

**TERMINATION FOR CONVENIENCE**

The MCHD may terminate this Contract upon thirty (30) days' prior written notice to the Subcontractor. In the event of termination for convenience, the Subcontractor shall be paid for services performed under this Contract up to the effective date of termination

**TERMINATION FOR NON-APPROPRIATION**

The Contractor agrees that the MCHD's obligation to make payments under this Agreement is limited and solely restricted to funds which are received in support of this contract by MCHD by the New Jersey Department of Health Grant. The Contractor agrees and understands that the MCHD may terminate this Contract, without penalty, if funds are not appropriated by the New Jersey Department of Health, or any division thereof, or are reduced in such an amount, or funds are otherwise unavailable, such that the MCHD cannot fulfill the terms of this Contract. The Contractor shall be paid for services provided up to the effective date of termination.

**TERMINATION FOR CAUSE**

The MCHD may cancel the Contract for breach, as determined by MCHD, for items such as, but not limited to: failure to meet Grant requirements, failure to meet required performance or progress standards as described in the Grant, or if the quality or level of service is unsatisfactory to MCHD. This cause for breach may include any cessation or diminution of service which, in the opinion of the MCHD, is not in its best interest or any failure to comply with the terms of the Contract.

The MCHD shall notify the Subcontractor of any contract breach. The Subcontractor shall remedy the breach within 10 calendar days. If the breach is not remedied in 10 calendar days, the MCHD may cancel the Contract by giving thirty (30) days notice in writing of its intention to cancel this Contract.

Should the MCHD breach any terms or provisions of the Contract, the Subcontractor shall serve written notice on the MCHD setting forth the alleged breach and demanding compliance with the Contract. Unless within ten (10) calendar days after receiving such notice, the allegation shall be contested or such breach shall cease and arrangements be made for corrections, the Subcontractor may cancel the Contract by giving thirty (30) days' notice, in writing of its intention to cancel this Contract.

In the event of cancellation for breach, the Subcontractor shall be paid only for work satisfactorily performed up to the date of cancellation.

In the event of early termination or cancellation for any cause, no payment for services performed will be made until and unless any necessary reports and/or deliverables have been provided.

#### NON-LIABILITY

In no event shall the MCHD be liable for any claims or liabilities arising out of the use of any libelous or other unlawful matter contained in services or data furnished by Subcontractor under this Contract.

#### HIPAA COMPLIANCE

The parties agree that the use and disclosure of patient health information and medical information is subject to compliance with applicable state and federal privacy laws. All uses and disclosures of protected health information shall be in compliance with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the Health Information Technology for Economic and Clinical Health Act as well as all of the applicable regulations or standards which are promulgated pursuant to such statutes. If applicable, Exhibit F, attached hereto, concerning compliance with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and its promulgated rules under 45 C.F.R. Parts 160 and 164 ("Privacy Rule") is hereby specifically incorporated by reference into this Agreement.

The Subcontractor is responsible for establishing a system to monitor CLEP project staff confidentiality of personally identifiable information (PII).

#### INDEMNIFICATION

The Subcontractor shall indemnify, defend, and hold harmless the MCHD, its officers, agents, and employees, and each of them, from and against any claims, demands, action, loss, or expenses, including but not limited to attorneys' fees, arising out of the negligent acts or omissions of Subcontractor, its agents or employees, or arising out of the work performed by Subcontractor, its agents or employees, in connection with this Contract. This indemnification shall survive termination of this Contract.

#### COMPLIANCE WITH LAWS

The Subcontractor agrees to comply with all laws, statutes, regulations, rulings, or enactments of any governmental authority. The Subcontractor shall obtain (at its own expense) unless stated expenses are identified in budget proposal from third parties, including state and local governments, all licenses and permissions necessary for the performance of the work.

#### ENTIRE CONTRACT

This Contract, along with its exhibits, attachments, and incorporated references shall constitute the entire agreement between the parties with respect to the subject matter herein and supersedes all prior communications and writings with respect to the content of said Contract. No modification, renewal, extension, or waiver of this Contract or of any of the provisions of this Contract, shall be binding upon either the Subcontractor or the MCHD unless reduced to writing and duly executed as provided for in the Contract.

## APPROVAL AND EFFECTIVE DATE

This Contract shall not be binding until signed by all parties.

### RECOMMENDED BY:

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### APPROVED:

SUBCONTRACTOR

By \_\_\_\_\_

By \_\_\_\_\_

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

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

**EXHIBIT A**

**NEED FOR SERVICE & OBJECTIVE/GOAL TO BE ACHIEVED**

Childhood Lead Poisoning activities for Local Health Departments in accordance with state statutes N.J.A.C. 8:51 and N.J.A.C. 8:51A

**QUALIFICATIONS**

Eligible applicants are local health departments

**SERVICES TO BE PERFORMED**

Implement a broad range of Public Health activities to reduce the burden of elevated blood levels in children as per NJ statutes and NJDOH promulgated rules, standards & directives

**NOTIFICATION**

**MCHD CONTRACT REPRESENTATIVE**

Christopher P. Merkel

Public Health Coordinator

Monmouth County Health Department

3435 Route 9, Freehold, New Jersey 07728

732-431-7456

## **REPORTS AND OTHER DELIVERABLES**

Reports as defined in the DFHS18CHD20 "Childhood Lead Exposure Prevention Project", request for proposal, objectives of the project, inclusive of quarterly reports due April 5, 2018, and a final report July 5, 2018 and other reports as defined by the New Jersey Department of Health.

All deliverables as defined in NJSA 8:51A and NJSA 8:51, DFHS18CHD20 "Childhood Lead Exposure Prevention Project", request for proposal, objectives of the project, and other deliverables as defined by the New Jersey Department of Health.

## **METHOD AND RATE OF PAYMENT**

Grant payment vouchers and documentation will be submitted to the MCHD

## **RENEWAL OPTIONS**

The Childhood Lead Grant DFHS18CHD20 can be extended beyond June 30, 2018 should the NJDOH authorize additional funding.

## **GRANT REQUIREMENTS/PROPOSED ACTIVITIES**

All grant related Childhood Lead Poisoning Prevention services and payment requests will be in conformance with NJDOH and MCHD grant terms and conditions.