

RESOLUTIONS ADOPTED BY CITY COUNCIL FEBRUARY 10, 2015

R30-15 RESOLUTION AUTHORIZING CONTRACT FOR NURSING SERVICES FOR THE ADMINISTRATION OF HEALTH SERVICES FOR THE PUBLIC (VISITING NURSE ASSOCIATION HEALTH GROUP)

R31-15 RESOLUTION SUPPORTING, RECOGNIZING AND HONORING THE SERVICE OF LAW ENFORCEMENT OFFICERS **(REMOVED)**

R32-15 RESOLUTION AUTHORIZING PARTICIPATION BY THE BOROUGH OF SEA BRIGHT IN THE LONG BRANCH COMMODITY RESALE SYSTEM

R33-15 RESOLUTION AUTHORIZING CONTRACTS FOR MUSICAL PERFORMANCES FOR CONCERT SERIES 2015

R34-15 RESOLUTION AUTHORIZING THE CITY OF LONG BRANCH TO ENTER INTO AN AGREEMENT WITH NEW JERSEY TRANSIT CORPORATION FOR THE NEW JERSEY TRANSIT 2015 SUMMER BEACH PROMOTION

R35-15 RESOLUTION 2015 EMERGENCY TEMPORARY APPROPRIATIONS

R36-15 RESOLUTION AUTHORIZING RENTAL AGREEMENT WITH KNOICA MINOLTA BUSINESS SOLUTIONS USA TO PROVIDE SEVEN (7) NEW COPIERS SUPPLIES AND MAINTENANCE FROM WSCA STATE CONTRACT #1715

R37-15 RESOLUTION APPROVAL PAYMENT OF BILLS

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

WHEREAS, at the recommendation of the City's Health Director, David Roach 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 # 5-01-071-213 for an amount of \$12,768.00

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: Billings
SECOND: Pallone
AYES: 4
NAYES: 0
ABSENT: 1-Bastelli
ABSTAIN: 0

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH
I, KATHY L. SCHEMELZ, 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 2-10-15
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 11th DAY OF Feb 20 15

Kathy L. Schemelz
Municipal Clerk

**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:

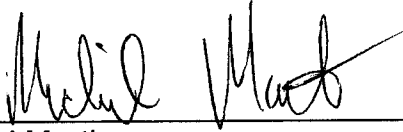
CONTRACT TO PROVIDE NURSING SERVICES FOR THE PUBLIC

Said contract being made as follows:

VISITING NURSES ASSOCIATION OF CENTRAL JERSEY \$12,768.00

Said funds being available in the form of:

#5-01-071-213, \$12,768.00 * CONTINUATION OF THIS CONTRACT IS CONTINGENT UPON PROVISION OF ADDITIONAL FUNDS BY APPROPRIATION TRANSFER, EMERGENCY APPROPRIATION, AND PROVISION OF ADEQUATE FUNDS IN THE 2015 ADOPTED AND FUTURE BUDGETS.



Michael Martin
Chief Financial Officer

2/2/15
Date

VISITING NURSE ASSOCIATION OF CENTRAL JERSEY, INC
AGREEMENT FOR THE PROVISION OF HEALTH SERVICES

THIS AGREEMENT is made this 1st day of January 2015, by and between Long Branch Health Department ("Municipality"), a municipal corporation of the State of New Jersey, and Visiting Nurse Association of Central Jersey, Inc., at 176 Riverside Avenue, Red Bank, New Jersey 07701 ("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, MUNICIPALITY 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, 2015 through December 31, 2015, 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 Municipality health officers, provision of orientation and continuing education/in-service 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. Licensure.
 - 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. Municipality 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 MUNICIPALITY shall be directed to the attention of Borough Administrator. All contract communications to VNA from the MUNICIPALITY 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 MUNICIPALITY may review, upon written request, addresses of residents of the MUNICIPALITY 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 VNA, 176 Riverside Avenue, Red Bank, New Jersey 07701.
- 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 MUNICIPALITY 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. MUNICIPALITY 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. Municipality represents that the person executing this Agreement has the requisite authority to enter into agreements on behalf of the Municipality, and that the Municipality 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: 12/18/4

For the Long Branch Health Department

Adam Schneider, Mayor

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:

- ① 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.
 - Provide child care provider health consultation services to community child care centers including child care staff training, parent education and immunization audits.
- ① Detection and control of lead poisoning in children. This shall include:
 - Conducting blood level test in all children attending primary care services according to established protocol.
 - Conducting a follow-up program which would include parental instruction regarding the seriousness of repeated exposure to lead and referral of positive cases to medical management.
 - Coordinating the management of appropriate cases with medical and/or hospital care, health department, follow-up screenings, and nursing care.
 - Providing for consultative services with the nutritionist, health educator, social worker, or other professionals as required.
- ① 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.
- ① Reduction of infant mortality/morbidity by improving pregnancy outcome as per minimum standards including:
 - Provide public health nursing services to include pregnancy monitoring, pregnancy counseling and education, as well as assessment/screening for the development of high-risk factors.

- 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, teen services, Medicaid, family planning and Family Care.
- 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.
- Provide public health prenatal clinic services in selected outlying sites.
- Provide screening/follow-up screening for inborn errors of metabolism as referred by hospitals, New Jersey State Health Department or physician.

✓ 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, through primary care services, for primary and booster immunization.
- Provide immunizations for children of school age who are deficient.
- Maintain 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 to include:

- TB testing (group or individual)
- Base finding
- Follow-up of contacts of active tuberculosis
- Referral of positive contact to Monmouth County Tuberculosis Control Center
- Provide nursing surveillance of clients on chemotherapy
- Collaborate with Monmouth County Tuberculosis Control Center in the case management of the above cases.

✓ Provide perinatal Hepatitis B Case management and follow-up activities.

✓ 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.

✓ Home health services shall be provided to those unable to pay any portion of the VNA regular fee. Such services may include:

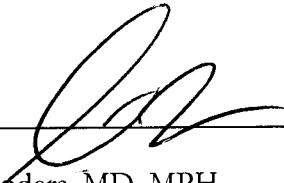
- Nursing service for the sick under doctor's orders
- Nutritional counseling

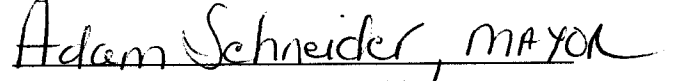
- PT, ST, OT evaluation
- Social work evaluation
- Family health counseling services
- Instruction and guidance in caring for an ill family member

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 health promotion services for adolescents and their families to include school visits, home visits and primary care visits.

Provide 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: 12/18/14 _____

Date: _____

SCHEDULE B

1. Municipality shall pay to VNA the amount of \$12768 Dollars (\$12,768.00) for providing the Services identified on Schedule A. This amount shall be paid to VNA on a Quarterly basis.
2. VNA will notify Municipality when billing for chargeable Services to Municipality reaches the above amount. Municipality 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 1st day of January 2015, 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, 2015 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 and 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

Adam Schreder
(Print)

Steven Landers, MD, MPH

By: _____

By:  _____

Title: MAYOR

Title: President & CEO

Date: _____

Date: 12/18/14

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:

David Roach

Title:

Health Officer

Date:

2.2.2015

Adam Schneider, Mayor

**RESOLUTION AUTHORIZING PARTICIPATION
BY THE BOROUGH OF SEA BRIGHT
IN THE LONG BRANCH COMMODITY RESALE SYSTEM**

WHEREAS, the City of Long Branch maintains a facility at its Public Works Yard for storage of bulk rock salt for use by its Public Works Department; and

WHEREAS, N.J.A.C. 5:34-7.15, authorizes contracting units to establish a Commodity Resale System for resale of certain commodities to members in its system, and the City of Long Branch has applied for and received approval from New Jersey State Department of Community Affairs to operate Long Branch City Commodity Resale System, ID #99026-LBCRS; and

WHEREAS, the Borough of Sea Bright, in the county of Monmouth, has determined that it would be a benefit to its taxpayers if it were to purchase rock salt provided through the Long Branch City Commodity Resale System.

WHEREAS, the City's Public Works Director has recommended that the City consider including the Borough of Sea Bright as a participant in the Long Branch Commodity Resale System.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Long Branch authorizes participation of the Borough of Sea Bright in the Long Branch City Commodity Resale System for the purpose of purchasing rock salt for use by its Public Works Department, in accordance with the terms and conditions of the agreement annexed hereto, for a term through April 25, 2016.

BE IT FURTHER RESOLVED that the Mayor is authorized to execute the agreement, and, upon approval of the New Jersey State Department of Community Affairs, the City Clerk is directed to forward a certified copy of this resolution, along with an executed copy of the agreement, to the Clerk of the Borough of Sea Bright.

OFFERED: Billings
SECOND: Pallone
AYES: 4
NAYES: 0
ABSENT: 1-Bastelli
ABSTAIN: 0

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH
I, KATHY L. SCHEDEL, MUNICIPAL CLERK OF THE CITY OF LONG BRANCH, DO HEREBY CERTIFY THAT FOLLOWS TO BE A TRUE, CORRECT AND COMPLETE COPY OF RESOLUTION ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING HELD ON 2-10-15.
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 14th DAY OF Feb 2015.
Kathy L. Schedel
MUNICIPAL CLERK, R.S.G.

AGREEMENT

THIS AGREEMENT MADE THIS DAY OF , IN THE YEAR TWO THOUSAND AND FIFTEEN,

BETWEEN: CITY OF LONG BRANCH
344 Broadway
Long Branch, NJ 07740

a municipal corporation of the State of New Jersey;
hereinafter called the CITY;

AND

BOROUGH OF SEA BRIGHT
1167 Ocean Avenue
Sea Bright, NJ 07760

hereinafter called the BOROUGH

WITNESSETH:

WHEREAS, the City of Long Branch, acting as the Lead Agency, has established the Long Branch Commodity Resale System for the purpose of reselling to its members certain commodities, namely diesel fuel and unleaded gasoline and bulk treated rock salt; and

WHEREAS, the Borough of Sea Bright is desirous of continuing as a member of said System in order to purchase rock salt from the City.

NOW, THEREFORE, in consideration for the execution of this Agreement and the supplying of goods and/or services hereunder, the parties agree as follows:

1. SCOPE OF SERVICES

- 1.1 The City of Long Branch will provide to the Borough annually approximately 80 tons of bulk treated rock salt, on an as needed basis, and as requested by the Borough. The Borough does not have an obligation to meet any minimum purchase requirement.

2. SALT DISPENSING METHOD

- 2.1 The Borough shall notify the City's Public Works Director, or his designee, in advance of its need for rock salt.
- 2.2 Rock salt from the City's bulk storage facility, located at the Public Works Yard, 636 Joline Avenue, Long Branch, will be loaded by City DPW personnel onto the Borough's truck or spreader.
- 2.3 The City Public Works Director and Borough Public Works Director shall agree in advance on the tonnage to be provided to the Borough for each load.

3. HOURS OF SERVICE

- 3.1 Arrangement may be made to pick-up rock salt during normal City DPW hours of 7am to 3pm weekdays (holidays accepted).
- 3.2 In the event of inclement weather conditions, after hours pick-up may be possible if City DPW staff is working a storm schedule. In this circumstance, advance arrangements must be made through the City Public Works Director or his designee.

4. EXCUSED PERFORMANCE

- 4.1 The City agrees to use its best efforts to plan for and meet the Borough's need for rock salt, as based upon the estimated annual consumption provided by the Borough. In the event of interruption of supply from the City's contract vendor, or, if necessary, from an alternate source, whether due to extreme weather, or any other reason outside the City's control, the City Public Works Director will immediately notify the designated Borough Official of the circumstances.
- 4.2 Upon receipt of notification, the Borough will, for the length of time of interruption of supply, obtain its rock salt from an alternate source of its choice. The City will be held harmless for any and all costs the Borough may incur in obtaining rock salt during the interruption of supply.

5. ROCK SALT PRICE

- 5.1 The price per ton to be charged to the Borough for all rock salt loaded on Borough trucks will be based upon the per ton price charged by the City's current contract provider of this product.

5.2 In the event the City must secure rock salt from an alternate source, due to interruption of supply, the Borough will be charged the contract provider price, or the alternate provider price, whichever is higher. In these circumstances, every effort will be made to advise the designated Borough Official in advance of the variation in price.

6. PAYMENT OBLIGATION

6.1 The City will bill the Borough by the tenth of each month for the prior month rock salt purchase. The bill will be accompanied by a report from the City's Public Works Department, detailing date, time, Borough Vehicle (or plate) number for all Rock salt picked up by the Borough. If requested in advance, the City will also provide copies of forms (approved by both parties as to form) signed by the Borough employee picking up the salt. Also accompanying the bill will be a copy of the annual contract with the City's salt provider, or, if applicable, copy of alternate source vendor's invoice verifying the per ton charge paid for the rock salt.

6.2 The Borough agrees to pay the City's invoice within twenty-one (21) days of receipt of the invoice for same.

6.3 If applicable, the City will charge the expense for said commodity to the Borough's escrow deposit, and the payment from the Borough will replenish the escrow deposit on hand.

7. ESCROW DEPOSIT

7.1 The City of Long Branch will waive its requirement for an escrow deposit, based upon its payment history with the City.

7.2 The City reserves the right to review the payment history of the Borough annually, and, if payment of the Borough is not consistent with the terms of the above paragraph entitled Payment Obligation, to notify the Borough of its need to post an escrow deposit equal to 25% of its estimated annual usage, or other amount as may be negotiated between the parties.

7.3 In the event that this agreement is terminated, the City, within thirty (30) days, will return the escrow deposit, less the cost of any outstanding bills for rock salt purchased by the Borough.

8. INDEMNIFICATION

8.1 The Borough shall completely indemnify, protect, and hold harmless the City from any and all costs, expenses, liability, losses, claims, suits, and proceedings of any nature whatsoever relative to the City's provision and loading of rock salt for the Borough. .

9. TERM OF AGREEMENT

9.1 This agreement shall be in effect for a period from date of execution of the agreement documents by both parties through expiration of the current term of the Long Branch Commodity Resale System, which is April 25, 2016.

10. TERMINATION OF AGREEMENT

10.1 This agreement may be terminated by either party upon ninety (90) days advance written notice, by certified mail, to the official address of the other party.

11. GOVERNING LAW

11.1 This agreement shall be governed by and interpreted in accordance with the laws of the State of New Jersey.

IN WITNESS WHEREOF, the **CITY** has caused this instrument to be signed by **ADAM SCHNEIDER, MAYOR**, attested by **KATHY SCHMELZ, CLERK**, and the Municipal Seal to be hereunto affixed, and **BOROUGH** has caused this instrument to be signed by its officers and its proper seal to be hereto affixed, the day and year first above mentioned.

CITY OF LONG BRANCH

By: _____
Adam Schneider, Mayor

Attested by: _____
Kathy Schmelz, City Clerk

Date: _____

BOROUGH OF SEA BRIGHT

By _____

Attested by: _____

Title: _____

Title: _____

Date: _____

**RESOLUTION AUTHORIZING CONTRACTS
FOR MUSICAL PERFORMANCES
FOR CONCERT SERIES 2015**

WHEREAS, the City of Long Branch wishes to procure the services of a sound company and various bands to provide musical performances for the Summer Concert Series for 2015; and

WHEREAS, in accordance with N.J.S.A. 40A:11-5(1) (a) (i), the City may award a contract for professional services, including services of a creative and artistic nature, without publicly advertising for bids; and

WHEREAS, the City's Office of Community Development staff has negotiated with various bands to provide entertainment, and it is the recommendation of the Director of Recreation, and the Director of Urban Coordinating Council that it is in the City's best interest to enter into contracts as detailed below; and

WHEREAS, the Chief Financial Officer of the City of Long Branch has certified, in accordance with the Certification of Funds Form attached hereto, that funds are available for this contract in the **Trust Budget, Appropriation #T-14-250-001, in the amount of \$27,500 and Appropriation #5-01-012-801 in the amount of \$9,000**

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Long Branch hereby authorizes contracts as follows:

Andy Bernstein, for a performance by The Voodudes, for a sum not to exceed \$1,000.

Mario Casalla for a performance by The Gamblers, for a sum not to exceed \$1,000.

Bob DelRasso, for a performance by Bob Delrasso Band, for a sum not to exceed \$1,000.

Alan Golias, for performance by Running Dog for a sum not to exceed \$1,000.

Joseph Hughes, for performance by Golden Seal, for a sum not to exceed \$1,500.

Chris Roselle, for performance by Rave On, for a sum not to exceed \$, 1,800.

Chuck Lambert, for performance by. Chuck Lambert Band, for a sum not to exceed \$1,000.

Raymond Gwiazdowski, for performance by Shade Tree Mechanics, for a sum not to exceed \$1,000.

Ram Records, for performance by Dough Boys, for a sum not to exceed \$2,000.

Tim McLoone, for performance by The Shirleys, for a sum not to exceed \$2,500.

Authority Entertainment, for performance by Philadelphia Funk, for a sum not to exceed \$1,500.

Paul Stuart, for performance by The Cameos, for a sum not to exceed \$1,600.

Layone Holmes, for performance by Motor City Revue, for a sum not to exceed \$3,000.

Mimi Nowak, for performance by The Mimi Nowak Project, for a sum not to exceed \$1,000.

Mark Ribbler, for performance by Mark Ribbler Band, for a sum not to exceed \$6,000.

Ray Rodriguez, for performance by Swing Sabroso, for a sum not to exceed \$1,600.

Robert Clark, for performance by Madison Avenue, for a sum not to exceed \$1,000.

Robert Burger, for performance by Bob Burger Band, for a sum not to exceed \$3,000.

Michael Parker, for performance by The Michel Parker Band, for a sum not to exceed \$1,000.

Chriss Coniglio, for performance by The Nerds Inc. for a sum not to exceed \$3,000.

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

BE IT FURTHER RESOLVED that the Finance Director is hereby authorized to take the necessary action to provide payment to the artists/agents on the night of the performance in accordance with the terms of the contracts.

BE IT FURTHER RESOLVED that the City Clerk shall cause notice of award of these contracts to be advertised in accordance with law.

OFFERED: Billings
 SECOND: Pallone
 AYES: 4
 NAYES: 0
 ABSENT: 1 - Bastelli
 ABSTAIN: 0

STATE OF NEW JERSEY
 COUNTY OF MONMOUTH
 CITY OF LONG BRANCH
 I, KARRY 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 2-10-15
 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 11th DAY OF FEB 20 15
Karry L. Schmeltz
 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:

RESOLUTION AUTHORIZING CONTRACTS FOR MUSICAL PERFORMANCES FOR SUMMER ENTERTAINMENT PROGRAMS

Said contract being made as follows:

SEE RESOLUTION LISTING IN DETAIL SPECIFIC VENDOR CONTRACTS FOR EVENTS THAT TOTAL \$36,500.00

Said funds being available in the form of:

APPRO #T-14-250-001 \$27,500.00, ADMINISTRATION APPRO #5-01-012-801 \$9,000.00



Michael Martin, Chief Financial Officer

4/29/15

Date

R# 34-15

RESOLUTION AUTHORIZING THE CITY OF LONG BRANCH TO ENTER INTO AN AGREEMENT WITH NEW JERSEY TRANSIT CORPORATION FOR THE NEW JERSEY TRANSITS 2015 SUMMER BEACH PROMOTION

WHEREAS, New Jersey Transit participates with municipalities each year in the summer services promotion; and

WHEREAS, an agreement is hereby necessary between the New Jersey Transit Corporation and the City of Long Branch to enable the City of Long Branch to participate in New Jersey Transit's 2015 Summer Beach Promotion; and

WHEREAS, the summer services promotion is fully described in a letter agreement dated January 30, 2015, which includes a round trip train transportation and a special beach package. The participant, the City of Long Branch agrees to an adult admission fee of \$3.50 for individuals age 14 or over to participate in this program; the balance of the program is detailed in the January 30, 2015 agreement; and

WHEREAS, the City of Branch has been asked to execute a copy of the January 30, 2015 correspondence of the New Jersey Transit, as an agreement, which the City of Long Branch believes that it is in the best interest of the citizens of the City of Long Branch; and

WHEREAS, the City of Long Branch has previously participated in the New Jersey Transit's Summer Services Program for years.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Long Branch that the Mayor of the City of Long Branch be and the same is hereby authorized to execute the January 30, 2015 letter agreement with New Jersey Transit for the New Jersey Transit's 2015 Summer Beach Promotion.

MOVED: *Billings*
SECONDED: *Pallone*

AYES: *4*
NAYS: *0*
ABSENT: *1 - Bastelli*
ABSTAIN: *0*

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH
I, *JOHN D. CORREIA*, 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 *2-10-15*
IN WITNESS WHEREOF, I HAVE HERETO SET
MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE
CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW
JERSEY THIS *11th* DAY OF *FEB* 20*15*
John D. Correia
MUNICIPAL CLERK, R.N.J.

Chris Christie, Governor
Kim Guadagno, Lieutenant Governor
Jamie Fox, Board Chairman
Veronique Hakim, Executive Director

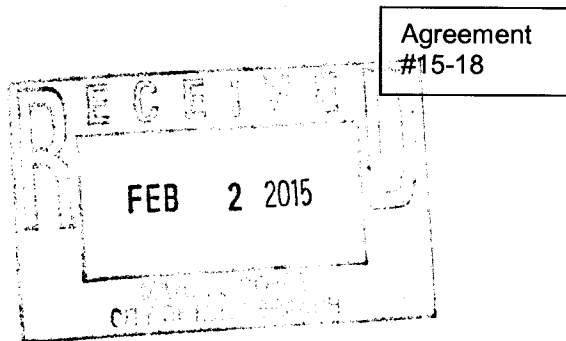
NJ TRANSIT
One Penn Plaza East
Newark, NJ 07105-2246
973-491-7000

January 30, 2015

Honorable Adam Schneider
Mayor, City of Long Branch
344 Broadway
Long Branch, NJ 07740

Re: NJ TRANSIT 2015 Summer Beach Promotion

Dear Mayor Schneider:



This letter will serve as an agreement between New Jersey Transit Corporation (NJ TRANSIT) and Long Branch with regard to the NJ TRANSIT's 2015 Beach Services Promotion pursuant to the following terms and conditions:

This letter will serve as an agreement between New Jersey Transit Corporation (NJ TRANSIT) and Long Branch with regard to the NJ TRANSIT's 2015 Beach Services Promotion pursuant to the following terms and conditions:

- Long Branch agrees to an adult admission fee of \$3.50 for individuals twelve (12) years or older for the 2015 beach season.
- Long Branch agrees to collect and honor NJ TRANSIT special beach tickets for admission to the beach.
- Long Branch agrees to post the NJ TRANSIT logo and/or transportation information with a hyperlink to njtransit.com/summer from the Long Branch official website.
- Long Branch agrees to submit the collected beach admission tickets together with an invoice by **October 16, 2015** to NJ TRANSIT; Laura Pomeisl, Marketing & Business Development; One Penn Plaza East; Newark, NJ 07105-2246 for reimbursement by NJ TRANSIT.
- Long Branch agrees to "like" NJ TRANSIT on facebook, <http://www.facebook.com/NJTRANSIT> and twitter, <https://twitter.com/NJTRANSIT>.

NJ TRANSIT agrees to promote the special beach package valid Saturday, May 23, 2015 through Monday, September 7, 2015. This special beach package will include round-trip train transportation and a special beach admission ticket. Promotion of the beach package will comprise the following advertising mix:

- **Website:** NJ TRANSIT agrees to provide beach information and a hypertext link to the Long Branch website.
- **On-Hold Message:** NJ TRANSIT will air a 10-second message to be heard on NJ TRANSIT's Transit Information Center line, 973-275-5555, to promote the beach package program for the duration of this agreement.
- **Press Release:** NJ TRANSIT will include Long Branch in a press release promoting the special beach package and North Jersey Coast Line rail service to the Jersey Shore.
- **E-mail Blast:** NJ TRANSIT will include Long Branch in at least one e-mail message to registrants promoting the special beach packages.
- **Social Media:** NJ TRANSIT will post facebook and twitter messages promoting the beach package.
- NJ TRANSIT agrees to include the Long Branch Beach package in other summer campaign components as appropriate.

- NJ TRANSIT agrees to sell special beach packages at select ticket offices and ticket vending machines.
- NJ TRANSIT agrees to verify each submission and reimburse Long Branch at a rate of \$3.50 for each verified beach portion received with the invoice.
- Long Branch agrees to hold NJ TRANSIT harmless from any and all suits, claims, demands and damages of any kind or nature arising out of Long Branch's involvement in this promotion.
- All elements of this co-promotion are subject to approval by both NJ TRANSIT and Long Branch.
- No such advertisements or promotional materials provided by NJ TRANSIT shall be modified, abbreviated, altered or amended, nor shall any derivative works be created, without the express written consent of NJ TRANSIT in each instance. All such advertisements and promotional materials, as well as trade names, trademarks, logos, slogans and all other intellectual property of NJ TRANSIT shall be and remain the sole property of NJ TRANSIT and shall not be modified, altered, edited, published, displayed or incorporated into any other works by Long Branch or any of its agents, employees, licensees or contractors, except as expressly authorized and approved in writing by NJ TRANSIT.
- NJ TRANSIT and Long Branch agree that the individuals executing this permit have the authority to legally bind the respective parties.

If you are in agreement with all of the above terms, please indicate your concurrence by signing below and returning a copy to my attention. A fully approved copy will be returned to you once signed. We look forward to making this a successful and mutually rewarding promotion. Thank you.

Laura B. Pomeisl, Coordinator
 NJ TRANSIT
 Marketing & Business Development
 One Penn Plaza East
 Newark, NJ 07105

Agreed to on the ____ day of _____, 2015.

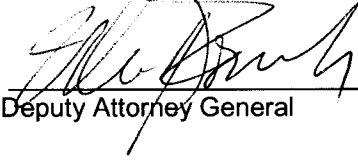
NEW JERSEY TRANSIT

By: _____
 Penelope Bassett
 Assistant Executive Director
 Communications & Customer Service

By: _____
 Adam Schneider, Mayor
 City of Long Branch

This agreement has been approved as to form.

John J. Hoffman,
 ACTING ATTORNEY GENERAL OF NEW JERSEY

By:  _____
 Deputy Attorney General

1/30/15
 Date

R# 35-15

**RESOLUTION
2015 EMERGENCY TEMPORARY APPROPRIATIONS**

WHEREAS N.J.S.A.40A: 4-20 states that in addition to the temporary appropriations necessary for the period prior to the adoption of the budget and regular appropriations, the governing body may, by resolution adopted by a 2/3 vote of the full membership thereof, make emergency temporary appropriations for any purpose for which appropriations may lawfully be made for the period between the beginning of the fiscal year and the adoption of the budget for said year, and

WHEREAS the amount of such emergency appropriation shall be included under the correct heading in the budget as adopted, and;

WHEREAS there is a need to provide additional funds for most city departments due to extension of budget introduction and hearing schedules.

WHEREAS adequate provision for such funding was not made in the temporary budget.

WHEREAS the total emergency temporary resolutions adopted in the year 2015 pursuant to the provisions of Chapter 96, P.L. 1951 (N.J.S.A.40A:4-20) including the increase represented by this resolution total**\$1,104,862.15** in addition to the original temporary budget adopted January 1, 2015 in the amount of **\$17,221,750.83** for a total Year to Date temporary budget of **\$ 18,326,612.98**.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Long Branch (not less than 2/3 affirmatively concurring) that the items of appropriation appearing on the attached list be included in the temporary budget for the City for the year 2015, and that in accordance with the Statute such item of appropriation will be included in the 2015 budget as finally adopted.

BE IT FURTHER RESOLVED that two certified copies of this resolution be filed with the Director of the Division of Local Government Services.

OFFERED: Billings
SECOND: Pallone
AYES: 4
NAYES: 0
ABSENT: 1 - Bastelli
ABSTAIN: 0

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH
I, KATHY L. SCHEMELZ, 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 2-10-15
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 11th DAY OF FEB 2015
Kathy L. Schemelz Municipal Clerk

Budget Appropriations 2015

Emergency
Temporary
Budget Appropriations
2/10/2015

Capital Improvement Fund	\$ 200,000.00
2015 EDA Grant Streetscape Improvements Other Expenses	\$ 750,000.00
Hazardous Waste Recycling Tonnage Grant Other Expenses	\$ 44,862.15
Capital Improvement Line Item Beach Lockers	\$ 90,000.00
Bureau of Conservation (Beaches) Other Expenses	<u>\$ 20,000.00</u>
	\$ 1,104,862.15

R# 36-15

RESOLUTION AUTHORIZING RENTAL AGREEMENT WITH KONICA MINOLTA BUSINESS SOLUTIONS USA TO PROVIDE SEVEN (7) NEW COPIERS SUPPLIES AND MAINTENANCE FROM WSCA STATE CONTRACT #1715

WHEREAS, the Purchasing Agent for the City of Long Branch has recommended to the City Council of the City of Long Branch that the City enter into an agreement with Konica Minolta Business Solutions USA to rent seven (7) new copiers and maintenance for a period of forty eight months and:

WHEREAS, under this agreement the City will realize a savings of approximately \$3,662.44 in its copier, supplies and maintenance costs in addition to substantial printer fax, and paper costs.

NOW THEREFORE BE IT RESOLVED, that the Mayor of the City of Long Branch is hereby authorized to enter into this rental agreement with Konica Minolta Business Solutions USA in this referenced matter pursuant to the terms and conditions of WSCA State Contract #1715.

OFFERED: Billings
SECOND: Pallone
AYES: 4
NAYES: 0
ABSENT: 1 - Bastelli
ABSTAIN: 0

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH
I, KIMMY 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 2-10-15
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 11th DAY OF FEB 2015
[Signature]

WSCA APPROVED CONTRACT

For

**RFP 1715 MULTIFUNCTION COPIERS
and RELATED SOFTWARE**

MASTER SERVICE AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

A Contract between the Western States Contracting Alliance
(WSCA) Acting by and through the State of Nevada

Department of Administration
Purchasing Division
515 E Musser Street, Room 300
Carson City NV 89701
Contact: Lyn Callison
Telephone: (775) 684- 0198 • Fax: (775) 684-0188

and

Konica Minolta Business Solutions USA Inc.
2120 Washington Blvd. Suite 450
Arlington VA 22204-5711
Contact: Kimberley Talbot
Telephone: (703) 842-3231 • Fax: (703) 271-1188

Pursuant to Nevada Revised Statute (NRS) 277.100, NRS 277.110, NRS 333.162(1)(d), and NRS 333.480 the Chief of the Purchasing Division of Nevada is authorized to enter into cooperative group-contracting consortium.

The Western States Contracting Alliance is a cooperative group-contracting consortium for state government departments, institutions, agencies and political subdivisions (i.e., colleges, school districts, counties, cities, etc.) for the states of Alaska, Arizona, California, Colorado, Hawaii, Idaho, Minnesota, Montana, Nevada, New Mexico, Oregon, South Dakota, Utah, Washington and Wyoming.

In consideration of the above premises, the parties mutually agree as follows:

1. **REQUIRED APPROVAL.** This contract shall not become effective until and unless approved by the Western States Contracting Alliance Board of Directors.
2. **DEFINITIONS.** "WSCA" means the Western States Contracting Alliance. "State" and/or "Lead State" means the State of Nevada and its state agencies, officers, employees and immune contractors as defined in NRS 41.0307. "Participating State(s)" means state(s) that have signed (and not revoked) an Intent to Contract at the time of the award of this contract, or who have executed a Participating Addendum. "Buyer" means any WSCA agency or political subdivision participating under this contract. "Contractor" and/or "Contracting Agency" means a person or entity that performs services and/or provides goods for WSCA under the terms and conditions set forth in this contract. "Solicitation" means RFP 1715 incorporated herein as Attachment AA. "Fiscal Year" is defined as the period beginning July 1 and ending June 30 of the following year.
3. **CONTRACT TERM.** This contract shall be effective from June 1, 2009, upon execution by the State of Nevada on behalf of the Western States Contracting Alliance, sales may not be placed until the start

Effective 04/07

date set by a participation state in its Participation Addendum, to June 30, 2012 with the option to extend for two (2) one (1) year terms, unless sooner terminated by either party as specified in paragraph (21).

4. CANCELLATION OF CONTRACT; NOTICE. Unless otherwise stated in the special terms and conditions, any contract entered into as a result of the Solicitation may be canceled by either party upon written notice sixty (60) days prior to the effective date of the cancellation. Further, any Participating State may cancel its participation upon thirty (30) days written notice, unless otherwise limited or stated in the special terms and conditions of the Solicitation. Cancellation may be in whole or in part. Any cancellation under this provision shall not affect the rights and obligations attending orders outstanding at the time of cancellation, including any right of any Participating State to indemnification by the Contractor, rights of payment for goods/services delivered and accepted, and rights attending any warranty or default in performance in association with any order. Cancellation of the contract due to Contractor default may be immediate.

5. INCORPORATED DOCUMENTS. The parties agree that the scope of work shall be specifically described; this contract incorporates the following attachments in descending order of constructive precedence:

- ATTACHMENT AA: SOLICITATION # 1715 (Scope of Work) and AMENDMENT 1;
- ATTACHMENT BB: SERVICE LEVEL AGREEMENT (SLA)
- ATTACHMENT CC WSCA FORMS INCLUDING ADDENDUM 1
- ATTACHMENT DD: CONTRACTOR'S RESPONSE

A Contractor's attachment shall not contradict or supersede any WSCA specifications, terms or conditions without written evidence of mutual assent to such change appearing in this contract.

7. ASSENT. The parties agree that the terms and conditions listed on incorporated attachments of this contract are also specifically a part of this contract and are limited only by their respective order of precedence and any limitations specified.

8. BID SPECIFICATIONS. Contractor certifies that any deviation from the specifications in the scope of work, incorporated herein as part of Attachment AA, have been clearly indicated by Contractor in its response, incorporated herein as Attachment DD; otherwise, it will be considered that the bid is in strict compliance. Any BRAND NAMES or manufacturers' numbers are stated in the specifications are intended to establish a standard only and are not restrictive unless the Solicitation states "no substitute," and unless so stated, bids have been considered on other makes, models or brands having comparable quality, style, workmanship and performance characteristics. Alternate bids offering lower quality or inferior performance have not been considered.

9. ACCEPTANCE OR REJECTION OF BIDS, AND AWARD. WSCA has the right to accept or reject any or all bids or parts of bids, and to waive informalities therein. This contract is based the lowest responsive and responsible bid and meets the specifications of the Solicitation and terms and conditions thereof. Unless stated otherwise in the Solicitation, WSCA has the right to award items separately or by grouping items in a total lot.

10. BID SAMPLES. Any required samples have been specifically requested in the Solicitation. Samples, when required, have been furnished free of charge. Except for those samples destroyed or mutilated in testing, samples will be returned at a bidder's request, transportation collect.

11. CONSIDERATION. The parties agree that Contractor will provide the product services specified in paragraph (5) at a cost of \$ Various Rates for Groups A and B Only per Attachment DD, Cost Proposal. Unless otherwise stated in the special terms and conditions, for the purpose of award, offers made in accordance with the Solicitation must be good and firm for a period of ninety (90) days from

the date of bid opening. Contracted prices represent ceiling prices for the supplies and services offered. The Contractor shall report to the Lead State any price reduction or discount, or other more favorable terms offered to any WSCA Purchasing Entity and the Contractor agrees to negotiate in good faith to re-establish ceiling prices or other more favorable terms and conditions applicable to future orders. Bid prices must remain firm for the full term of the contract. In the case of error in the extension of prices in the bid, the unit prices will govern. WSCA does not guarantee to purchase any amount under this contract. Estimated quantities in the Solicitation are for bidding purposes only and are not to be construed as a guarantee to purchase any amount. Unless otherwise stated in the special terms and conditions offers made in accordance with the Solicitation must be good and firm for a period of ninety (90) days from the date of bid opening. Bid prices must remain firm for the full term of the contract. In the case of error in the extension of prices in the bid, the unit prices will govern. If Contractor has quoted a cash discount based upon early payment; discounts offered for less than thirty (30) days have not been considered in making the award. The date from which discount time is calculated shall be the date a correct invoice is received or receipt of shipment, whichever is later; except that if testing is performed, the date shall be the date of acceptance of the merchandise. WSCA is not liable for any costs incurred by the bidder in proposal preparation.

a. WSCA Administrative Fee. The Contractor will remit to the WSCA a WSCA Administrative Fee in the amount of one half of one percent (.5%) of the total sales from this contract made payable to the "Western States Contracting Alliance". A statement verifying the total sales amount, incorporated herein as part of Attachment CC, must accompany the remittance. This remittance will be due not later than 30 days after the last day of each calendar quarter.

12. PAYMENT. Payment for completion of a contract is normally made within thirty (30) days following the date the entire order is delivered or the date a correct invoice is received, whichever is later. After forty-five (45) days the Contractor may assess overdue account charges up to a maximum rate of one (1) percent per month on the outstanding balance. Payments will be remitted by mail. Payments may be made via a Participating State's "Purchasing Card."

13. TAXES. Prices shall be exclusive of state sales and federal excise taxes. Where a Participating State is not exempt from sales taxes on sales within its state, the Contractor shall add the sales taxes on the billing invoice as a separate entry. Contractor will be responsible to pay all taxes, assessments, fees, premiums, permits, and licenses required by law. The Lead State's real property and personal property taxes are the responsibility of Contractor in accordance with NRS 361.157 and NRS 361.159. Contractor agrees to be responsible for payment of any such government obligations not paid by its subcontractors during performance of this contract. Nevada may set-off against consideration due any delinquent government obligation in accordance with NRS 353C.190.

14. FINANCIAL OBLIGATIONS OF PARTICIPATING STATES. Financial obligations of Participating States are limited to the orders placed by the departments or other state agencies and institutions having available funds. Participating States incur no financial obligations on behalf of political subdivisions. Unless otherwise specified in the Solicitation, the resulting award(s) will be permissive.

15. ORDER NUMBERS. Contract order and purchase order numbers shall be clearly shown on all acknowledgments, shipping labels, packing slips, invoices, and on all correspondence.

16. REPORTS. The Contractor shall submit quarterly reports to the WSCA Contract Administrator showing the quantities and dollar volume of purchases by each Participating State, incorporated herein as part of Attachment CC.

17. DELIVERY. The prices bid shall be the delivered price to any WSCA state agency or political subdivision. All deliveries shall be F.O.B. destination with all transportation and handling charges paid by the Contractor. Responsibility and liability for loss or damage shall remain with the Contractor until final inspection and acceptance, when responsibility shall pass to the Buyer except as

to latent defects, fraud and Contractor's warranty obligations. The minimum shipment amount will be found in the special terms and conditions. Any order for less than the specified amount is to be shipped with the freight prepaid and added as a separate item on the invoice. Any portion of an order to be shipped without transportation charges that is back-ordered shall be shipped without charge.

18. HAZARDOUS CHEMICAL INFORMATION. The Contractor will provide one set of the appropriate material safety data sheet(s) and container label(s) upon delivery of a hazardous material to any Buyer. All safety data sheets and labels will be in accordance with each Participating State's requirements.

19. INSPECTIONS. Goods furnished under this contract shall be subject to inspection and test by the Buyer at times and places determined by the Buyer. If the Buyer finds goods furnished to be incomplete or in non-compliance with bid specifications, the Buyer may reject the goods and require Contractor to either correct them without charge or deliver them at a reduced price which is equitable under the circumstances. If Contractor is unable or refuses to correct such goods within a time deemed reasonable by the Buyer, the Buyer may cancel the order in whole or in part. Nothing in this paragraph shall adversely affect the Buyer's rights including the rights and remedies associated with revocation of acceptance under the Uniform Commercial Code.

20. INSPECTION & AUDIT.

a. Books and Records. The Contractor will maintain, or supervise the maintenance of all records necessary to properly account for the payments made to the Contractor for costs authorized by this contract. Contractor agrees to keep and maintain under generally accepted accounting principles (GAAP) full, true and complete records, contracts, books, and documents as are necessary to fully disclose to WSCA, the State or United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with all state and federal regulations and statutes.

b. Inspection & Audit. Contractor agrees that the relevant books, records (written, electronic, computer related or otherwise), including, without limitation, relevant accounting procedures and practices of Contractor or its subcontractors, financial statements and supporting documentation, and documentation related to the work product shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location of Contractor where such records may be found, with or without notice by WSCA; the United States Government; the State Auditor or its contracted examiners, the Department of Administration, Budget Division, the Nevada State Attorney General's Office or its Fraud Control Units, the State Legislative Auditor, and with regard to any federal funding, the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of the Inspector General, or any of their authorized representatives. All subcontracts shall reflect requirements of this paragraph.

c. Period of Retention. All books, records, reports, and statements relevant to this contract must be retained a minimum four (4) years after the contract terminates or until all audits initiated within the four (4) years have been completed, whichever is later, and for five (5) years if any federal funds are used in the contract. The retention period runs from the date of payment for the relevant goods or services by the State, or from the date of termination of the Contract, whichever is later. Retention time shall be extended when an audit is scheduled or in progress for a period reasonably necessary to complete an audit and/or to complete any administrative and judicial litigation which may ensue.

21. CONTRACT TERMINATION. Any of the following events shall constitute cause for WSCA to declare Contractor in default of the contract: (1) nonperformance of contractual requirements; and/or (2) a material breach of any term or condition of this contract. WSCA shall issue a written notice of default providing a period in which Contractor shall have an opportunity to cure. Time allowed for cure shall not diminish or eliminate Contractor's liability for liquidated or other damages. If the default remains, after Contractor has been provided the opportunity to cure, WSCA may do one or more of the following: (1) exercise any remedy provided by law; (2) terminate this contract and any related contracts or portions thereof; (3) impose liquidated damages; and/or (4) suspend Contractor from receiving future bid solicitations.

Winding Up Affairs Upon Termination. In the event of termination of this contract for any reason, the parties agree that the provisions of this paragraph survive termination:

- i. The parties shall account for and properly present to each other all claims for fees and expenses and pay those which are undisputed and otherwise not subject to set off under this contract. Neither party may withhold performance of winding up provisions solely based on nonpayment of fees or expenses accrued up to the time of termination;
- ii. Contractor shall satisfactorily complete work in progress at the agreed rate (or a pro rata basis if necessary) if so requested by WSCA;
- iii. Contractor shall execute any documents and take any actions necessary to effectuate an assignment of this contract if so requested by WSCA;
- iv. Contractor shall preserve, protect and promptly deliver into WSCA's possession all proprietary information in accordance with paragraph (31).

22. REMEDIES. Except as otherwise provided for by law or this contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including, without limitation, actual damages, and to a prevailing party reasonable attorneys' fees and costs. It is specifically agreed that reasonable attorneys' fees shall include without limitation \$125 per hour for attorneys employed by the Lead State. Nevada may set off consideration against any unpaid obligation of Contractor to any State agency in accordance with NRS 353C.190.

23. LIMITED LIABILITY. Nevada will not waive and intends to assert available NRS chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. Liquidated damages shall not apply unless otherwise specified in the incorporated attachments. Damages for any breach by the Lead State shall never exceed the amount of funds appropriated for payment under this contract, but not yet paid to Contractor, for the fiscal year budget in existence at the time of the breach. Damages for any Contractor breach shall not exceed 150% of the contract maximum "not to exceed" value. Contractor's tort liability shall not be limited.

24. FORCE MAJEURE. Neither party to this contract shall be deemed to be in violation of this contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the contract after the intervening cause ceases. WSCA may terminate this contract after determining such delay or default will reasonably prevent successful performance of the contract.

25. INDEMNIFICATION. To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend, not excluding the State's right to participate, Nevada from and against all liability, claims, actions, damages, losses, and expenses, including, without limitation, reasonable attorneys' fees

and costs, arising out of any alleged negligent or willful acts or omissions of Contractor, its officers, employees and agents. The Contractor shall release, protect, indemnify and hold WSCA and the respective states and their officers, agencies, employees, harmless from and against any damage, cost or liability, including reasonable attorney's fees for any or all injuries to persons, property or claims for money damages arising from acts or omissions of the contractor, his employees or subcontractors or volunteers.

26. **INSURANCE SCHEDULE.** Unless expressly waived in writing by the Lead State or Participating States, Contractor, as an independent contractor and not an employee of the Lead State or Participating States, must carry policies of insurance in amounts specified in this Insurance Schedule and/or any Insurance Schedule agreed by Contractor and a Participating State via a participating addendum, and pay all taxes and fees incident hereunto. The Lead State and Participating States shall have no liability except as specifically provided in the contract. The Contractor shall not commence work before:

1) Contractor has provided the required evidence of insurance to the Lead State.

The Lead State's approval of any changes to insurance coverage during the course of performance shall constitute an ongoing condition subsequent this contract. Any failure of the Lead State to timely approve shall not constitute a waiver of the condition.

Insurance Coverage: The Contractor shall, at the Contractor's sole expense, procure, maintain and keep in force for the duration of the contract the following insurance conforming to the minimum requirements specified below. Unless specifically stated herein or otherwise agreed to by the Lead State, the required insurance shall be in effect prior to the commencement of work by the Contractor and shall continue in force as appropriate until the latter of:

1. Final acceptance by the Lead State of the completion of this contract; or
2. Such time as the insurance is no longer required by the Lead State under the terms of this contract.

Any insurance or self-insurance available to the State shall be excess of and non-contributing with any insurance required from Contractor. Contractor's insurance policies shall apply on a primary basis. Until such time as the insurance is no longer required by the Lead State, Contractor shall provide the Lead State with renewal or replacement evidence of insurance no less than thirty (30) days before the expiration or replacement of the required insurance. If at any time during the period when insurance is required by the contract, an insurer or surety shall fail to comply with the requirements of this contract, as soon as Contractor has knowledge of any such failure, Contractor shall immediately notify the State and immediately replace such insurance or bond with an insurer meeting the requirements.

Workers' Compensation and Employer's Liability Insurance

- 1) Contractor shall provide proof of worker's compensation insurance.
- 2) Employer's Liability insurance with a minimum limit of \$500,000 each employee per accident for bodily injury by accident or disease.

Commercial General Liability Insurance

- 1) Minimum Limits required:

\$2,000,000.00 General Aggregate

\$1,000,000.00 Products & Completed Operations Aggregate

\$1,000,000.00 Personal and Advertising Injury

\$1,000,000.00 Each Occurrence

- 2) Coverage shall be on an occurrence basis and shall be at least as broad as ISO 1996 form CG 00 01 (or a substitute form providing equivalent coverage); and shall cover liability arising from

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premises, operations, independent contractors, completed operations, personal injury, products, civil lawsuits, Title VII actions and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

Business Automobile Liability Insurance

- 1) Minimum Limit required: **\$1,000,000.00**. Each Occurrence for bodily injury and property damage.
- 2) Coverage shall be for "any auto" (including owned, non-owned and hired vehicles).
The policy shall be written on ISO form CA 00 01 or a substitute providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

Professional Liability Insurance

- 1) Minimum Limit required: **\$ Waived**. Each Claim
- 2) Retroactive date: Prior to commencement of the performance of the contract
- 3) Discovery period: Three (3) years after termination date of contract.
- 4) A certified copy of this policy may be required.

Umbrella or Excess Liability Insurance

- 1) May be used to achieve the above minimum liability limits.
- 2) Shall be endorsed to state it is "As Broad as Primary Policy"

Commercial Crime Insurance

Minimum Limit required: **\$Waived**. Per Loss for Employee Dishonesty
This insurance shall be underwritten on a blanket form amending the definition of "employee" to include all employees of the Vendor regardless of position or category.

General Requirements:

- b. **Waiver of Subrogation:** Each liability insurance policy shall provide for a waiver of subrogation as to additional insureds.
- c. **Cross-Liability:** All required liability policies shall provide cross-liability coverage as would be achieved under the standard ISO separation of insureds clause.
- d. **Deductibles and Self-Insured Retentions:** Insurance maintained by Contractor shall apply on a first dollar basis without application of a deductible or self-insured retention unless otherwise specifically agreed to by the Lead State or Participating States. Such approval shall not relieve Contractor from the obligation to pay any deductible or self-insured retention. Any deductible or self-insured retention shall not exceed ~~five~~ ^{five} thousand dollars (\$50,000.00) per occurrence, unless otherwise approved. *P. 24*
- e. **Policy Cancellation:** Except for ten (10) days notice for non-payment of premium, each insurance policy shall be endorsed to state that; without thirty (30) days prior written notice to the Lead State, the policy shall not be canceled, non-renewed or coverage and /or limits reduced or materially altered, and shall provide that notices required by this paragraph shall be sent by certified mailed to the address identified on page 1 of the contract.
- f. **Approved Insurer:** Each insurance policy shall be:
 - 1) Issued by insurance companies authorized to do business in the Lead State and Participating States or eligible surplus lines insurers acceptable to the Lead State and Participating States and having agents upon whom service of process may be made, and
 - 2) Currently rated by A.M. Best as "A- VII" or better.

Evidence of Insurance:

Prior to the start of any Work, Contractor must provide the following documents to the Lead State:

- 1) Certificate of Insurance: The Acord 25 Certificate of Insurance form or a form substantially similar must be submitted to the State to evidence the insurance policies and coverages required of Contractor.
- 2) Schedule of Underlying Insurance Policies: If Umbrella or Excess policy is evidenced to comply with minimum limits, a copy of the Underlyer Schedule from the Umbrella or Excess insurance policy may be required.

Review and Approval: Documents specified above must be submitted for review and approval by the Lead State prior to the commencement of work by Contractor. Neither approval by the Lead State nor failure to disapprove the insurance furnished by Contractor shall relieve Contractor of Contractor's full responsibility to provide the insurance required by this contract. Compliance with the insurance requirements of this contract shall not limit the liability of Contractor or its sub-contractors, employees or agents to the Lead State or others, and shall be in addition to and not in lieu of any other remedy available to the Lead State or Participating States under this contract or otherwise. The Lead State reserves the right to request and review a copy of any required insurance policy or endorsement to assure compliance with these requirements.

Mail all required insurance documents to the Lead State identified on page one of the contract.

27. COMPLIANCE WITH LEGAL OBLIGATIONS. Any and all supplies, services and equipment bid and furnished shall comply fully with all applicable Federal and State laws and regulations. Contractor shall procure and maintain for the duration of this contract any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this contract. The Lead State may set-off against consideration due any delinquent government obligation in accordance with NRS 353C.190.

28. WAIVER OF BREACH. Failure to declare a breach or the actual waiver of any particular breach of the contract or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.

29. SEVERABILITY. If any provision of this contract is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected; and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular provision held to be invalid.

30. ASSIGNMENT/DELEGATION. To the extent that any assignment of any right under this contract changes the duty of either party, increases the burden or risk involved, impairs the chances of obtaining the performance of this contract, attempts to operate as a novation, or includes a waiver or abrogation of any defense to payment by State, such offending portion of the assignment shall be void, and shall be a breach of this contract. Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this contract, in whole or in part, without the prior written approval of the WSCA Contract Administrator.

31. OWNERSHIP OF PROPRIETARY INFORMATION. Any reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer code (which is intended to be consideration under the contract), or any other documents or drawings, prepared or in the course of preparation by Contractor (or its subcontractors) in performance of its obligations under this contract shall be the exclusive property of WSCA and all such materials shall be delivered into WSCA possession by Contractor upon completion, termination, or cancellation of this contract. Contractor shall not use, willingly allow, or cause to have such materials used for any purpose other than performance of Contractor's obligations under this contract without the prior written consent of WSCA. Notwithstanding the foregoing, WSCA shall have no proprietary interest in any materials licensed for use that are subject to patent, trademark or copyright protection.

32. PATENTS, COPYRIGHTS, ETC. The Contractor shall release, indemnify and hold WSCA, the State, and Participating States and their officers, agents and employees harmless from liability of any kind or nature, including the Contractor's use of any copyrighted or un-copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of this contract.

33. PUBLIC RECORDS. Pursuant to NRS 239.010, information or documents received from Contractor may be open to public inspection and copying. The State will have the duty to disclose unless a particular record is made confidential by law or a common law balancing of interests. Contractor may label specific parts of an individual document as a "trade secret" or "confidential" in accordance with NRS 333.333, provided that Contractor thereby agrees to indemnify and defend the State for honoring such a designation. The failure to so label any document that is released by the State shall constitute a complete waiver of any and all claims for damages caused by any release of the records.

34. CONFIDENTIALITY. Contractor shall keep confidential all information, in whatever form, produced, prepared, observed or received by Contractor to the extent that such information is confidential by law or otherwise required by this contract.

35. NONDISCRIMINATION. Contractor agrees to abide by the provisions of Title VI and Title VII of the Civil Rights Act of 1964 (42 USC 2000e), which prohibit discrimination against any employee or applicant for employment, or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age, and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities. Contractor further agrees to furnish information and reports to requesting Participating Entities, upon request, for the purpose of determining compliance with these statutes. Contractor agrees to comply with each individual Participating State's certification requirements, if any, as stated in the special terms and conditions. This contract may be canceled if the Contractor fails to comply with the provisions of these laws and regulations. Contractor must include this provision in every subcontract relating to purchases by the States to insure that subcontractors and vendors are bound by this provision.

36. FEDERAL FUNDING. In the event federal funds are used for payment of all or part of this contract:
a. Contractor certifies, by signing this contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67, § 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19160-19211), and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.

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b. Contractor and its subcontractors shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder contained in 28 C.F.R. 26.101-36.999, inclusive, and any relevant program-specific regulations.

c. Contractor and its subcontractors shall comply with the requirements of the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, P.L. 93-112, as amended, and any relevant program-specific regulations, and shall not discriminate against any employee or offeror for employment because of race, national origin, creed, color, sex, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions.)

37. **LOBBYING.** The parties agree, whether expressly prohibited by federal law, or otherwise, that no funding associated with this contract will be used for any purpose associated with or related to lobbying or influencing or attempting to lobby or influence for any purpose the following:

a. Any federal, state, county or local agency, legislature, commission, counsel or board;

b. Any federal, state, county or local legislator, commission member, counsel member, board member, or other elected official; or

c. Any officer or employee of any federal, state, county or local agency; legislature, commission, counsel or board.

38. **NON-COLLUSION.** Contractor certifies that this contract and the underlying bid, have been arrived at independently and have been without collusion with, and without any agreement, understanding or planned common course of action with, any other vendor of materials, supplies, equipment or services described in the invitation to bid, designed to limit independent bidding or competition.

39. **WARRANTIES.**

a. **Uniform Commercial Code.** The Contractor acknowledges that the Uniform Commercial Code applies to this contract. In general, the contractor warrants that: (a) the product will do what the salesperson said it would do, (b) the product will live up to all specific claims that the manufacturer makes in their advertisements, (c) the product will be suitable for the ordinary purposes for which such product is used, (d) the product will be suitable for any special purposes that the Buyer has relied on the Contractor's skill or judgment to consider.

b. **General Warranty.** Contractor warrants that all services, deliverables, and/or work product under this contract shall be completed in a workmanlike manner consistent with standards in the trade, profession, or industry; shall conform to or exceed the specifications set forth in the incorporated attachments; and shall be fit for ordinary use, of good quality, with no material defects.

c. **System Compliance.** Contractor warrants that any information system application(s) shall not experience abnormally ending and/or invalid and/or incorrect results from the application(s) in the operating and testing of the business of the State. This warranty includes, without limitation, century recognition, calculations that accommodate same century and multcentury formulas and data values and date data interface values that reflect the century.

40. **CONFLICT OF INTEREST.** Contractor certifies that it has not offered or given any gift or compensation prohibited by the state laws of any WSCA participants to any officer or employee of WSCA or participating states to secure favorable treatment with respect to being awarded this contract.

41. **INDEPENDENT CONTRACTOR.** Contractor shall be an independent contractor, and as such shall have no authorization, express or implied to bind WSCA or the respective states to any agreements, settlements, liability or understanding whatsoever, and agrees not to perform any acts as agent for WSCA or the states, except as expressly set forth herein.

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42. POLITICAL SUBDIVISION PARTICIPATION. Participation under this contract by political subdivisions (i.e., colleges, school districts, counties, cities, etc.) of the WSCA Participating States shall be voluntarily determined by the political subdivision. The Contractor agrees to supply the political subdivisions based upon the same terms, conditions and prices.

43. PROPER AUTHORITY. The parties hereto represent and warrant that the person executing this contract on behalf of each party has full power and authority to enter into this contract. Contractor acknowledges that as required by statute or regulation this contract is effective only after approval by the WSCA Board of Directors and only for the period of time specified in the contract. Any services performed by Contractor before this contract is effective or after it ceases to be effective are performed at the sole risk of Contractor. The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency.

44. GOVERNING LAW; JURISDICTION. This contract and the rights and obligations of the parties hereto shall be governed and construed in accordance with the laws of the state of Nevada, without giving effect to any principle of conflict-of-law that would require the application of the law of any other jurisdiction. The parties consent to the exclusive jurisdiction of the First Judicial District Court, Carson City, Nevada for enforcement of this contract. The construction and effect of any Participating Addendum or order against the contract(s) shall be governed by and construed in accordance with the laws of the Participating State. Venue for any claim, dispute or action concerning an order placed against the contract(s) or the effect of a Participating Addendum or shall be in the Purchasing State.

45. SIGNATURES IN COUNTERPART. Contract may be signed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one in the same instrument.

46. ENTIRE CONTRACT AND MODIFICATION. This contract and its integrated attachment(s) constitute the entire agreement of the parties and such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this contract specifically displays a mutual intent to amend a particular part of this contract, general conflicts in language between any such attachment and this contract shall be construed consistent with the terms of this contract. The terms of this contract shall not be waived, altered, modified, supplemented or amended in any manner whatsoever without prior written approval of the WSCA Contract Administrator.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be signed and intend to be legally bound thereby.

Timothy B. Smith
Independent Contractor's Signature

Manager, Government Contracts
Date Independent Contractor's Title

Signature

Date Title

Greg Smith *sko*
Greg Smith, Administrator, State of Nevada

APPROVED BY WSCA BOARD OF DIRECTORS

On *4/23/09*
(Date)

Approved as to form by:

Jeff D. Williams
Deputy Attorney General for Attorney General

On *23 Apr 09*
(Date)

ATTACHMENT BB

SERVICE LEVEL AGREEMENT (SLA)

**ATTACHMENT BB
SERVICE LEVEL AGREEMENT**

1 Customer Level SLA

1.1 Purpose

The purpose of this addendum is to define service levels; penalties for the performance of the service levels; as well as provide the Customer with a defined replacement process for equipment performing below expectations.

1.2 Customer Service Level Agreement

Vendor agrees to maintain the following service levels defined below as targets:

Performance Criteria	Target Level
Average State-Wide Fleet Uptime	98% or Better
Average On-Site State-Wide Response Time - Urban Zones	4 Hours or Less
Average On-Site State-Wide Response Time - Rural Zones	8 Hours or Less
First Time Fix State-Wide	80% of all service calls or better

These service levels will be measured on a quarterly basis between Vendor and the State.

1.3 Calculation of Service Level Points

Once per quarter, Vendor will produce reporting to be measured against the Service Level Agreement and points will be assigned according to the following chart:

	Target Level	Below Target 1	Below Target 2	Below Target 3	Below Target 4
Average Fleet Uptime	98% or Higher	97.9% - 96%	95.9% - 94%	94.9% - 94%	93.9% or lower
Possible Points	4	3	2	2	0
	Target Level	Below Target 1	Below Target 2	Below Target 3	Below Target 4
Average On-Site Response Time (in Hours)	4 or Less - Urban 8 or Less - Rural	4.1 - 5 Urban 8.1 - 9 Rural	5.1 - 6 Urban 9.1 - 10 Rural	6.1 - 7 Urban 10.1 - 11 Rural	7.1 or more - Urban 11.1 or more - Rural
Possible Points	4	3	2	2	0
	Target Level	Below Target 1	Below Target 2	Below Target 3	Below Target 4
First Time Fix	80% or Higher	79.9% - 70%	69.9% - 60%	59.9% - 50%	Less than 50%
Possible Points	4	3	2	2	0

These points will be added to produce a total Service Level score. This score will be used to determine the subsequent penalty according to the following schedule where the penalty can be up to 4% of the previous quarter's service and supplies billing (expressed as a negative %).

1.4 Penalty Level

	Target Level	Below Target 1	Below Target 2	Below Target 3	Below Target 4
Total Score	12 - 10	9 - 7	6 - 4	3 - 1	0
Penalty/Award as a percentage of quarterly service and supplies billings	0%	-1%	-2%	-3%	-4%

The penalty shall be awarded to the Customers of the State as a credit on the following period's service and supplies invoice.

1.5 Equipment Performance

Vendor guarantees each machine specified within any maintenance agreement will perform to either a) the monthly copies between service calls as measured by machine on a quarterly basis by group and segment listed below and/or b) the monthly uptime as measured by machine on a quarterly basis by segment listed below.

Group	Copier Segment	Quarterly Uptime
A and B	All	95%
C and D	All	95%
E	All	95%

Should any unit fail to maintain these copies between calls and or the monthly uptime, excluding service calls caused by operator error that system will be subject to replacement at the Customers discretion on a like-for-like basis with then current technology or the customer can elect to get a 1% credit of the previous quarter's service and supplies billings. Additionally, the Vendor shall prorate any included impressions as part of a Base Monthly Service for the days the unit was unavailable for usage. Supplier will be allowed 90 days from when the individual unit falls below the minimum uptime requirements to remedy any quality or reliability issues. A designated factory authorized technician must certify each unit's ability to produce acceptable impressions with acceptable uptime. The guarantee will remain in effect for the term of the contract or up to five (5) years from the date of purchase/lease, whichever is longer, provided the equipment has not been subjected to abuse or neglect and has been continuously covered by a Maintenance Contract. This replacement policy will remain in effect for the term of the contract and is subject to the Customer remaining current with supplier's payment requirements.

1.6 Additional Vendor Guarantees

- 1.6.1 **Training** – On-going training as requested by the Customer to be performed within two (2) weeks of requested date for on-site training and two (2) hours for phone/technical support. A penalty of \$50.00 per incident that does not meet the turnaround time specified above to be credited on the next service bill.
- 1.6.2 **Loaner Unit/Backup Production** – If any unit is in operable for a period in excess of 72 hours, Vendor shall provide the Customer with either:
 - i) A loaner unit of similar speed and capabilities until such time as the unit(s) covered by this agreement are operable, or
 - ii) Provide the Customer with off-site manned production capabilities, for Groups C and D only, to accomplish the work of the unit that is inoperable at the sole cost of the Vendor. Such costs shall be limited to cost of production (service and supplies), equipment, labor, power, transportation of jobs to and from the off-site production facility and facilities.
- 1.6.3 **Invoicing** – Vendor shall maintain timely, accurate invoicing, less service run impressions, as defined below. Failure on the vendor's part to maintain these levels as

defined shall result in a \$50.00 per instance credit on the following invoice. Invoicing Guarantees shall be in effect following the first quarter's billings.

Measurable	Service Level
Timely Invoicing	Invoices will be submitted no later than the 25 th of the month immediately following the close of a billing period.
Accurate Invoicing	Invoices do not require any credits for mis-billing
Service Impressions	Vendor will credit all service run impressions within the same billing cycle

2 State and Western States Contracting Alliance SLA's

- 2.1 **Timely Reporting** – Vendor shall produce reporting for both the State and WSCA within 45 days of the closing of the reporting period. Failure to do so will result in a penalty of \$50.00 per day beyond the 45 day period.
- 2.2 **Timely Payment of Administrative Fees** – Vendor shall produce payment for both any State Specific Administrative Fee and the WSCA Administrative Fee within 45 days of the closing of the reporting period. Failure to do so will result in a penalty of \$50.00 per day beyond the 45 day period.
- 2.3 **Accuracy of Reporting** – The State and WSCA may request at any point proof of the reporting accuracy through the data set supporting the reporting. If the State or WSCA has reason to believe that multiple and systemic reporting errors exist, that cannot be corrected to the State's or WSCA's satisfaction; the State or WSCA may require an audit by a third party. If errors are found, the Successful vendor must reimburse the State or WSCA for the cost of the auditor as well as correcting any administrative fee errors.
- 2.4 **Accuracy of Billing** – The State and WSCA may request at any point proof of the billing accuracy through the data set supporting the billing. If the State or WSCA has reason to believe that multiple and systemic billing errors exist, that cannot be corrected to the State's or WSCA's satisfaction; the State or WSCA may require an audit by a third party. If errors are found, the Successful vendor must reimburse the State or WSCA for the cost of the auditor as well as correcting any billing errors.
- 2.5 **Penalties** – All penalties under this, section two (2) of the Service Level Agreement shall be payable to either the State or the Western States Contracting Alliance, accordingly.

ATTACHMENT CC
WSCA FORMS INCLUDING ADDENDUM 1

Addendum I to Master Service Agreement
Between
Konica Minolta Business Solutions USA INC.
And
State of Nevada
Representing the Western States Contracting Alliance (WSCA)
Lead State Contract #: 1715 Executed on:

This Master Price Agreement Addendum governs Konica Minolta Business Solutions USA Inc. (hereinafter "CONTRACTOR") use of the WSCA name and logo during the term of this Master Price Agreement and amendments to this Master Price Agreement. CONTRACTOR may use the name and logo only as set forth below. Any use not expressly permitted herein is prohibited, and such use constitutes a material breach of the Master Price Agreement with the Lead State and all Participating States.

1. CONTRACTOR may display the WSCA name and logo on the face of the Master Price Agreement, including all electronic and hard copy versions.
2. CONTRACTOR and its subcontractors, resellers, and agents may display the WSCA name and logo on a web site as a "click on" link to the Master Price Agreement. No other use of the logo or name is permitted on any web site, except as permitted in paragraphs 1 and 3.
3. With, and only with, prior written approval of the Lead State Contract Administrator, CONTRACTOR may advertise the Master Price Agreement in publications and promotional materials aimed at state and local government entities eligible to use the Master Price Agreement. The sole focus and intent of such advertisements must be to increase participation in the Master Price Agreement. The WSCA name may be used and the logo displayed in the advertisement ONLY as it relates to the Master Price Agreement. The Lead State Contract Administrator's approval must encompass the content and appearance of the advertisement and the media in which the advertisement will appear.
4. CONTRACTOR may not make explicit or implicit representations concerning the opinion of WSCA, the Lead State, or any Participating State regarding CONTRACTOR or its products or services. This restriction includes general use of the WSCA name and logo NOT directly linked to or related to this Master Price Agreement.
5. CONTRACTOR must ensure that its sub-contractors, resellers, and agents adhere to the terms of this Addendum, and CONTRACTOR is responsible for any breach by these entities.
6. CONTRACTOR must immediately cease all use of the WSCA name and logo if directed to do so in writing by the Lead State Contract Administrator, and CONTRACTOR must ensure that its sub-contractors, re-sellers, and agents immediately cease all use.
7. CONTRACTOR shall not make, or permit its subcontractors, resellers, or agents to make, any alterations to WSCA's name or logo (including characters, style and colors) and CONTRACTOR shall not use or permit the use of WSCA's name or logo in a manner or context that could adversely affect WSCA's integrity, goodwill, or reputation.
8. Upon termination or expiration of the Master Price Agreement, CONTRACTOR and its sub- contractors, re-sellers, and agents must cease all use of the WSCA name and logo; except that, CONTRACTOR may use the WSCA name for reference purposes in a description of its prior experience.

Acknowledged:

CONTRACTOR:

The Contractor certifies that the appropriate person(s) have executed this agreement on behalf of the Contractor as required by applicable articles, bylaws, resolutions, or ordinances.

Signature

Title

Date

LEAD STATE:

In accordance with state statutes or rules.

Greg Smith, Administrator, State of Nevada

Title

Date

April 17, 2009

Page 1 of 1

R# 37-15

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: *Billings*
SECONDED: *Pallone*
AYES: *4*
NAYES: *0*
ABSENT: *1-Bastelli*
ABSTAIN: *0*

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH
I, KATHY L. SCHELL, 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 2-16-15
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 16 DAY OF FEB 2015
Kathy L. Schell
MUNICIPAL CLERK, C.M.C.

PUBLIC NOTICE

Notice is hereby given that the following bills will be submitted for payment approval as of February 10, 2015. 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.

279 Broadway Associates	Rental of Office Space - January 2015 - Municipal Court	*	9,866.43	
A.R. Communications	Minitor V Batteries for Pagers - OEM		84.00	
Ansell, Grimm & Aaron, P.C.	Legal Services Rendered - General, Litigation, Tax Appeals & Redev. - December 2014	*	26,622.98	
Ansell, Grimm & Aaron, P.C.	Legal Services Rendered - Retainer - December 2014	*	2,500.00	
AT&T	Telephone Service - Bills Dated January 2015 - Central	*	74.50	
Auto Parts	Auto Parts for Various Vehicles - Weeks of 12/22 through 12/31/14 - Municipal Garage		2,576.90	
BLR	Click N' Train: Understanding Chemical Labels - Health		163.95	
Bullet Lock & Safe Co., Inc.	Keys for Doors at Public Works Building - Public Works		30.00	
CDWG	Computer Supplies & Cables - IT		470.00	
Chemsearch	Frost Away Aerosol De-Icer - Municipal Garage		114.78	
City of Long Branch Clearing Account	To Reimburse Clearing Account	*	3,524.97	
City of Long Branch Clearing Account	To Reimburse Clearing Account	*	233,085.20	
City of Long Branch Clearing Account	To Reimburse Clearing Account	*	599,418.51	
City of Long Branch Clearing Account	To Reimburse Clearing Account - Payroll Dated 01/30/15	*	893,598.61	
City of Long Branch Payroll Agency Account	DCRP Employer Match - Balance - January 2015	*	0.30	
City of Long Branch Payroll Agency Account	Payroll Dated 01/30/15	*	856,099.03	
City of Long Branch Payroll Agency Account	Payroll Dated 01/30/15 - FICA/Medicare	*	37,499.58	
Concept Printing & Promotions	White Window Envelopes & Purchase Order Requisitions - Purchasing & Central		1,817.50	
Conte's Car Wash, Inc.	Car Wash for City Vehicles - December 2014 - Various Departments		506.25	
Cranbury Custom Lettering, Inc.	Lettering of Police and Fire Vehicles - Police & Fire	*	4,295.00	
CWA Local 1075	Dental/Vision - February 2015 - Various Departments	*	5,200.00	
David Weber Oil Co.	Tractor Fluid, Gear Oil & Fuel Surcharge - Municipal Garage		1,122.60	
Dearborn National Life	Life Insurance - February 2015 - Various Departments	*	948.31	
Fernandes Construction, Inc.	Improvement to Sairs Avenue Phase I - Engineers Certification No. 1	*	226,250.00	Pymt# 1
Fire & Safety Services, Ltd.	Aerial Jack Pad - Municipal Garage		898.00	
First Due Training & Safety Consultants, LLC	Sterling Waterline Rope for Water Rescues - OEM		266.98	
Gannett Satellite Information Network, Inc.	Publications - December 2014 - City Clerk		1,719.75	
Gold Type Business Machines, Inc.	E-Ticketing - 4th Quarter 2014 - Police		12,671.40	
Google, Inc.	Google Applications Licenses - August through December 2014 - Police		334.15	
Great American Financial Services	Copier Lease - February 2015 - Various Departments	*	1,043.57	
Harley Davidson of Long Branch, Inc.	Replace Brake Pads on Police Motorcycles - Municipal Garage		264.38	
Home Depot Credit Services	Tools, Supplies & Parts for Projects - Various Departments		2,896.74	
Horizon Blue Cross Blue Shield	Dental Benefits - February 2015 - Various Departments	*	12,671.16	
Horizon Blue Cross Blue Shield	Health Benefits - February 2015 - Various Departments	*	459,740.04	
Jersey Central Power & Light	Electric Service - Bills Dated October 2014 through January 2015 - Various Departments	*	45,682.38	
John Deere Landscapes, Inc.	Gloves, Pesticide Flags & Line Trimmer - Parks		40.00	

* DENOTES PREPAY

** SUBJECT TO COMPLETION OF PAYMENT PACKAGE

Kepwel Water	Cooler Rental - December 2014 - Finance & Administration	20.00	
Kevin E. Kennedy, Esq.	Legal Services Rendered - Association & Promenade Beach Club - Zoning Board Attorney	2,886.90	
Knox Company	Knox Key Secure with Strobe - Fire Prevention	579.00	
Lanigan Associates, Inc.	Streamlight Box & Stinger - Fire Prevention	1,286.01	
Lexis Nexis Risk & Information, Inc.	2014 Accurant License - November 2014 - Police	* 50.00	
Long Branch Chamber of Commerce	Rental of Office Space - February 2015 - Recreation & Community Development	* 3,300.00	
Lowe's	Hitachi Cordless Nail Gun - Public Facilities	569.05	
Monmouth County Police Academy	Basic Course (88th Class) for Police Officers - Police	2,650.00	
New Jersey American Water Company	Water Service - Bills Dated December 2014 & January 2015 - Various Departments	* 3,205.41	
New Jersey Natural Gas	Gas Service - Bills Dated December 2014 & January 2015 - Various Departments	* 17,115.99	
Northern Tool & Equipment	IPT Diaphragm Pump - Public Works	* 1,790.24	
Office Concepts Group	Ink Cartridges for Printers - Public Works	414.31	
OHD, Inc.	Preventative Maintenance & Annual Calibration of Fit Tester - OEM	670.75	
Oreck	Oreck Commercial Vacuum, Oreck Forever Gold Vacuum & Vacuum Bags - Public Facilities	* 699.96	
Provantage, LLC	Part for Brother Inkjet Printer - Public Works	294.87	
Safelite Fulfillment, Inc.	Install Windshields on Police Vehicles - Municipal Garage	543.70	
Sanitation Equipment Corp.	Tube Assembly for Sanitation Vehicle - Municipal Garage	189.93	
Siperstein's	Paint for Fire Headquarters - Public Facilities	59.14	
Skip's Sports	Polar Fleeces for OEM Personnel - OEM	888.00	
Specialty Graphics	2014 Initial Uniform Allowance for A. Clay - Traffic	258.00	
Staples Business Advantage	Zebra Jimmie Pens & Computer Supplies - Purchasing & Finance	225.95	
T&M Associates	Professional Services Rendered - Environmental Services PAX Plaza - October & November 2014	3,451.00	Pymt# 4
T&M Associates	Professional Services Rendered - Municipal Building - October & November 2014	5,095.50	Pymt# 8
T&M Associates	Professional Services Rendered - Public Works Yard - October & November 2014	2,185.39	Pymt# 7
Uline, Inc.	Yellow Stack Bins - Police	2,325.30	
United Parcel Service	Shipping of Package - Police	15.75	
Verizon	Telephone Service - Bills Dated January 2015 - Central, Fire & Municipal Court	* 11,351.13	
Verizon Wireless	Cell Service - Bills Dated January 2015 - Various Departments	* 1,102.56	
Verizon Wireless	Wireless Laptop Service - Bills Dated January 2015 - Various Departments	* 1,378.84	
Vision Service Plan	Vision Benefits - February 2015 - Various Departments	* 1,140.18	
W.B. Mason Co., Inc.	Office Supplies - Various Departments	2,652.70	
W.H. Potter & Son, Inc.	Toro 25 HP Kohler Engine for Lawn Mower - Parks	8,834.00	
ZEP Manufacturing Co.	Car Deodorizer, Detergent & ZEP Shell Shock Hand Soap - Municipal Garage	1,029.74	

3,522,357.25

TOTAL CURRENT

City of Long Branch Clearing Account	To Reimburse Clearing Account	* 5,070.00	
City of Long Branch Clearing Account	To Reimburse Clearing Account	* 880,526.15	
Fernandes Construction, Inc.	Improvement to Sairs Avenue Phase I - Engineers Certification No. 1	* 21,367.15	Pymt# 1
Freehold Soil Conservation District	Application for Soil & Sediment Control Plan Certification	* 5,070.00	
Pierce Manufacturing, Inc.	Velocity 75' Aluminum Ladder Fire Truck - Fire	* 859,159.00	

1,771,192.30

TOTAL CAPITAL

City of Long Branch Clearing Account	To Reimburse Clearing Account	* 3,669.24	
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* DENOTES PREPAY

** SUBJECT TO COMPLETION OF PAYMENT PACKAGE

City of Long Branch Clearing Account	To Reimburse Clearing Account - Payroll Dated 01/30/15	*	4,536.25
City of Long Branch Payroll Agency Account	Payroll Dated 01/30/15	*	4,213.88
City of Long Branch Payroll Agency Account	Payroll Dated 01/30/15 - FICA/Medicare	*	322.37
Conte's Car Wash, Inc.	Car Wash for City Vehicles - December 2014 - Health		6.25
Dearborn National Life	Life Insurance - February 2015 - Various Departments	*	1.46
Horizon Blue Cross Blue Shield	Dental Benefits - February 2015 - Various Departments	*	100.79
Horizon Blue Cross Blue Shield	Health Benefits - February 2015 - Various Departments	*	3,547.46
Vision Service Plan	Vision Benefits - February 2015 - Various Departments	*	19.53
TOTAL DOG			<u>16,417.23</u>

City of Long Branch Clearing Account	To Reimburse Clearing Account	*	112.62
City of Long Branch Clearing Account	To Reimburse Clearing Account	*	5,800.61
City of Long Branch Clearing Account	To Reimburse Clearing Account - Payroll Dated 01/30/15	*	6,356.05
City of Long Branch Payroll Agency Account	Payroll Dated 01/30/15	*	5,904.36
City of Long Branch Payroll Agency Account	Payroll Dated 01/30/15 - FICA/Medicare	*	451.69
Conte's Car Wash, Inc.	Car Wash for City Vehicles - December 2014 - UEZ		31.25
Dearborn National Life	Life Insurance - February 2015 - Various Departments	*	7.34
Great American Financial Services	Copier Lease - February 2015 - Various Departments	*	112.62
Home Depot Credit Services	Tools, Supplies & Parts for Projects - UEZ		15.24
Horizon Blue Cross Blue Shield	Dental Benefits - February 2015 - Various Departments	*	143.10
Horizon Blue Cross Blue Shield	Health Benefits - February 2015 - Various Departments	*	4,623.38
Jersey Central Power & Light	Electric Service - Bills Dated October 2014 through January 2015 - CDBG	*	305.19
New Jersey Natural Gas	Gas Service - Bills Dated December 2014 & January 2015 - CDBG/Parks	*	694.94
Tuzzio's	Martin Luther King Observance Weekend Annual Dinner - 01/16/15 - Community Development	*	1,850.00
Vision Service Plan	Vision Benefits - February 2015 - Various Departments	*	26.66
TOTAL HUD			<u>26,435.05</u>

Chrysalis Investors, LLC	Tax Sale Premiums	*	2,100.00
City of Long Branch Clearing Account	To Reimburse Clearing Account	*	3,266.95
City of Long Branch Clearing Account	To Reimburse Clearing Account	*	37,700.00
City of Long Branch Clearing Account	To Reimburse Clearing Account - Payroll Dated 01/30/15	*	15,908.64
City of Long Branch Payroll Agency Account	NJ State Unemployment/Disability Insurance Employers Share - January 2015	*	2,607.98
City of Long Branch Payroll Agency Account	Payroll Dated 01/30/15	*	15,575.58
City of Long Branch Payroll Agency Account	Payroll Dated 01/30/15 - FICA/Medicare	*	333.06
Dearborn National Life	Life Insurance - February 2015 - Various Departments	*	0.73
Home Depot Credit Services	Materials for Storm Windows at Elberon Library - Library Renovations		625.96
Horizon Blue Cross Blue Shield	Dental Benefits - February 2015 - Various Departments	*	71.55
Horizon Blue Cross Blue Shield	Health Benefits - February 2015 - Various Departments	*	2,452.30
JNH Funding Corp.	Tax Sale Premiums	*	2,100.00
New Jersey Natural Gas	Gas Service - Bills Dated December 2014 & January 2015 - UEZ/CDBG	*	265.07
NJ Dept. of Labor & Workforce Development	New Jersey Unemployment Compensation Fund - 4th Quarter 2014	*	14,768.46
TWR CST for Ebury Fund 1NJ, LLC	Tax Sale Premiums	*	2,100.00
US Bank Cust for BV001 Trust	Tax Sale Premium	*	6,100.00

* DENOTES PREPAY

** SUBJECT TO COMPLETION OF PAYMENT PACKAGE

US Bank Cust for Tower DBW
US Bank Cust PC 4 Firstrust Bank
Verizon
Vision Service Plan

Tax Sale Premium
Tax Sale Premium
Telephone Service - Bills Dated January 2015 - UEZ
Vision Benefits - February 2015 - Various Departments

*	24,300.00
*	1,000.00
*	463.97
*	13.33
	<hr/>
	131,753.58
	<hr/>

TOTAL TRUST OTHER

* DENOTES PREPAY

** SUBJECT TO COMPLETION OF PAYMENT PACKAGE