

**RESOLUTIONS ADOPTED BY CITY COUNCIL JANUARY 25, 2011**

**R23-11** RESOLUTION APPOINTING ROBERT DOOLLEY AS ALTERNATE 2 MEMBER OF THE LONG BRANCH ZONING BOARD OF ADJUSTMENT

**R24-11** RESOLUTION REAPPOINTING FRANK BLAISDELL AS A REGULAR MEMBER OF THE LONG BRANCH SEWERAGE AUTHORITY

**R25-11** RESOLUTION AWARDED CONTRACT FOR PURCHASE OF AN EMERGENCY NOTIFICATION SYSTEM FOR THE OFFICE OF EMERGENCY MANAGEMENT

**R26-11** RESOLUTION AUTHORIZING AWARD OF PURCHASE FOR PROPRIETARY SOFTWARE INTIME SCHEDULING SYSTEM FOR THE POLICE DEPARTMENT

**R27-11** RESOLUTION ESTABLISHING TERMS AND CONDITIONS FOR LEASING OF THE WEST END CONCESSION STAND CITY OF LONG BRANCH, COUNTY OF MONMOUTH, STATE OF NEW JERSEY

**R28-11** RESOLUTION INCREASING THE BID THRESHOLD FOR THE CITY OF LONG BRANCH

**R29-11** RESOLUTION 2011 EMERGENCY TEMPORARY APPROPRIATIONS

**R30-11** RESOLUTION RELEASING ESCROW DEPOSIT (BLOCK 229 LOT 37)

**R31-11** RESOLUTION APPROVAL PAYMENT OF BILLS

**R32-11** RESOLUTION AMENDING PROFESSIONAL SERVICE CONTRACT FOR POLICE OFFICER REPRESENTATION (CHARLES M. MORIARTY, ESQ.)

**R33-11** RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH RONALD J. MEHLHORN, SR.

**R34-11** RESOLUTION DESIGNATING PUBLIC AGENCY COMPLIANCE OFFICER FOR THE YEAR 2011 (HOWARD WOOLLEY)

R# 23-11

**RESOLUTION APPOINTING ROBERT DOOLLEY  
AS ALTERNATE 2 MEMBER OF THE LONG BRANCH  
ZONING BOARD OF ADJUSTMENT**

**BE IT RESOLVED** by the City Council of the City of Long Branch that they hereby appoint Robert Doolley as an Alternate 2 member of the Long Branch Zoning Board of Adjustment to fill the unexpired term of Christopher Sonntag to expire on December 31, 2011.

MOVED: *Pallone*  
SECOND: *Billings*

AYES: *5*  
NAYES: *0*  
ABSENT: *0*  
ABSTAIN: *0*

CITY OF NEW JERSEY  
COUNTY OF MONMOUTH  
CITY OF LONG BRANCH  
I, FANNY L. SCHEDEL, 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 JANUARY 25, 2011  
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 25 DAY OF JANUARY, 2011  
*Fanny L. Schedel*  
MUNICIPAL CLERK, R.M.C.

R# 27-11

**RESOLUTION REAPPOINTING FRANK BLAISDELL  
AS A REGULAR MEMBER  
OF THE LONG BRANCH SEWERAGE  
AUTHORITY**

**BE IT RESOLVED**, by the City Council of the City of Long Branch  
that they hereby re-appoint Mr. Frank Blaisdell as a regular member of  
the Long Branch Sewerage Authority for a term to commence February 1,  
2011 and to expire on February 1, 2016.

MOVED: Pallone  
SECONDED: Sirianni

AYES: 4  
NAYES: 0  
ABSENT: 0  
ABSTAIN: 0

RECUSED: Billings

STATE OF NEW JERSEY  
COUNTY OF MONMOUTH  
CITY OF LONG BRANCH  
I, KATHY L. SCHEELE, 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 JANUARY 25, 2011  
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 26th DAY OF JANUARY, 2011  
Kathy L. Scheele

R# 25-11

RESOLUTION AWARDING CONTRACT FOR PURCHASE  
OF AN EMERGENCY NOTIFICATION SYSTEM  
FOR THE OFFICE OF EMERGENCY MANAGEMENT

WHEREAS, the City of Long Branch has the need to purchase an Emergency Notification System for use by the Office of Emergency Management; and

WHEREAS, the City received three formal quotes on January 13, 2011 for the purchase of an Emergency Notification System and the following quotes were received

VENDOR	AMOUNT
Emergency Communications Network	\$ 19,850.00
Red Alert	\$ 20,000.00
Dial My Calls	\$ 21,600.00

WHEREAS, the quotes were reviewed by the Purchasing Agent and found to be in order; and

WHEREAS, Charles Shirley, from the Office of Emergency Management has recommended that it is in the City's best interest to award a contract to Emergency Communications Network for said equipment; 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 Contractual Services, Appropriation 1-01-018-282 in the amount of \$ 19,850.00

NOW THEREFORE BE IT RESOLVED, by the City Council of the City of Long Branch, that a contract be awarded to Emergency Communications Network for the purchase of an Emergency Notification System in accordance with the attached proposal, for a sum not to exceed \$ 19,850.00

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

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

STATE OF NEW JERSEY  
COUNTY OF MONMOUTH  
CITY OF LONG BRANCH  
I, KATHY L. SCHEELE, MUNICIPAL CLERK OF THE CITY OF  
LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING  
TO BE A TRUE, COMPLETE AND CORRECT COPY OF  
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MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE  
CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW  
JERSEY THIS 26th DAY OF JANUARY, 2011  
Kathy L. Scheele

**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:

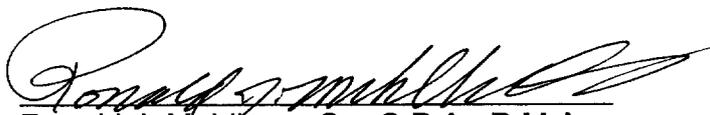
**EMERGENCY NOTIFICATION SYSTEM**

Said contract being made as follows:

**EMERGENCY COMMUNICATIONS NETWORK      \$ 19,850.00**

Said funds being available in the form of:

**2011 TEMPORARY BUDGET  
OFFICE OF EMERGENCY MANAGEMENT  
APPRO. 1-01-018-282      \$ 19,850.00**

  
Ronald J. Mehlhorn, Sr., C.P.A., R.M.A.  
Finance Director, Chief Financial Officer

1/19/2011  
Date

# CodeRED<sup>®</sup>

**Proposal** presented to  
**Long Branch City, NJ**  
on January 3, 2011.

*CodeRED is a high-speed  
notification solution brought  
to you by Emergency  
Communications Network.*

**CHRIS HIGGS** ACCOUNT REPRESENTATIVE

TEL 866 939 0911 x316  
EMAIL [chiggs@ecnetwork.com](mailto:chiggs@ecnetwork.com)  
WEB [emergencycommunications.net](http://emergencycommunications.net)  
OFFICE 9 Sunshine Blvd. Ormond Beach, FL 32174



EMERGENCY COMMUNICATIONS NETWORK



**Cost Proposal** (PRICING GOOD FOR 90 DAYS FROM 1/3/2011)

The web-based CodeRED® service, from Emergency Communications Network Inc. (ECN), was designed specifically to enable local government officials to record, send and track personalized voice, email and text messages to thousands of citizens in minutes. ECN's dedicated, triple redundant network is capable of sending critical communications at maximum throughput (as determined by local telephone infrastructure). The proprietary mapping technology and patented delivery methods employed by ECN add to the value of this affordable, high-speed notification system that has been in operation since 1998 and is currently used every day by clients from coast to coast.

**A three (3) year license includes 24/7/365 uninterrupted CodeRED system access and the following**

- CodeRED system set-up and training
- System time, designed to be more than sufficient for normal usage 50,000 minutes, replenished annually; unlimited smtp text and email
- Initial residential and business calling database supplied by ECN
- Integration and geo-coding of customer supplied data (911 data, utility data, etc.)
- ECN standard mapping and geo-coding
- 24/7 technical support
- Complimentary system time for testing and training
- Design and hosting of custom web page for community enrollment

**\$15,000 = Annual Cost**

(based on 2009 U.S. Census Population of 32,997)

**A further discount may be obtained by committing to an extended contract term.**

**Alternative Annual Pricing Plans**

**\$19,850 = Unlimited Emergency Calling** (all items listed above plus unlimited emergency calling)

**Geographic Information Systems (GIS) Options**

*Included Standard mapping*

**\$ 250 per year to integrate client supplied centerline data to standard mapping**

**\$2,500 per year to upload and maintain custom map (up to 10 layers)**

Thank you for the opportunity to present CodeRED and submit this cost proposal. If you have any questions, please feel free to contact me.

**CHRIS HIGGS** ACCOUNT REPRESENTATIVE

TEL 866 939 0911 x316  
EMAIL chiggs@ecnetwork.com  
WEB emergencycommunications.net  
OFFICE 9 Sunshine Blvd. Ormond Beach, FL 32174

why



**CodeRED**<sup>®</sup>  
Emergency Communication Made Easy.

## Why select the CodeRED high-speed notification solution?

The web-based CodeRED<sup>®</sup> service, from Emergency Communications Network (ECN), was designed specifically to enable local government officials to record, send and track personalized voice, email and text messages to thousands of citizens in minutes.

**Simple implementation.** The CodeRED system is operational right now – calling data, mapping and dialing systems are all in place and ready for immediate use.

**Ease of use.** The CodeRED system was designed to be easy to use even under the most strenuous of conditions. Authorized users may launch messages via telephone or the Internet, from anywhere at any time.

**Experience.** ECN has been in the critical communications business for over a decade, pioneering technology that has delivered more than a billion messages.

**Technology.** Behind the scenes, ECN uses proprietary, patented technology to ensure messages are delivered in their entirety whether the call is picked up live by a person or an answering device. Real time reporting allows users to view the status of every communication.

**Reliability.** With multiple redundancies built in, ECN's sophisticated infrastructure has been designed to ensure delivery of critical communications. And since dependability is paramount, ECN manages its entire network and uses no third party dialers, eliminating an entire layer of potential failure.

**Speed.** ECN's massive system capacity is able to transmit millions of messages an hour. For each account, system resources are allocated to match local telephone infrastructure. This results in more connected calls, less network congestion and fewer busy signals during time-sensitive situations.

**Affordability.** ECN has priced its CodeRED solution to be cost-effective and all inclusive. There are no set-up fees to pay, no equipment to buy, no phone lines to lease and no annual maintenance is required. System time, training and support, initial calling database, mapping, integration of client supplied data and database clean-up are all included.



**ECN**<sup>®</sup>

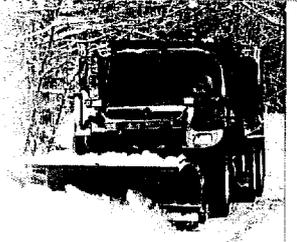
EMERGENCY COMMUNICATIONS NETWORK

For more information  
**866-939-0911**  
[ecnetwork.com](http://ecnetwork.com)

what

**CODERED**

Emergency Communication Made Easy.



## What are you receiving with the CodeRED high-speed notification solution?

Emergency Communications Network (ECN) has built many unique capabilities into the web-based CodeRED® service. Designed to enable local government officials to record, send and track personalized voice, email and text messages to thousands of citizens in minutes, CodeRED's sophisticated platform is built on the latest technology balanced by a user-friendly interface.



### Some stand out features and benefits of the CodeRED solution:

#### Technology and Support

- **Patented delivery system.** Your messages will be delivered in their entirety whether the call is picked up live by a person or an answering device.
- **Powerful infrastructure.** Constructed to maintain control over dialing, this provides a unique advantage over systems which rely on third-party shared lines to place your calls.
- **Proprietary mapping interface.** When you need to geographically steer your messages, intuitive mapping tools easily target residents and businesses by specified area.
- **Universal ANI®.** To relieve inbound calling pressure on your network, message recipients may dial the toll-free number displayed on their Caller ID to hear the last message delivered to that phone number.
- **Real time reporting.** Statistics will be available as soon as your job is created, once launched the stats are constantly updated.
- **Training and live customer support.** ECN representatives are available 24/7 to answer any questions you may have.

#### Calling Data and Mapping

- **Initial calling database and mapping are included.** ECN provides both residential and business calling data for your area.
- **Integration of your residential and business data.** Supply any additional data you have and ECN will geo-code it and integrate it into your master database at no additional charge.
- **Validata®.** Your database will be scrubbed through this unique process creating a cleaner list which will result in more connected calls and less network congestion.
- **Citizen update page.** A personalized web page will be created to allow your community to provide additional contact numbers.



EMERGENCY COMMUNICATIONS NETWORK®

For more information  
**866-939-0911**  
[ecnetwork.com](http://ecnetwork.com)

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how

**CodeRED**  
Emergency Communication Made Easy.



## How are clients utilizing the CodeRED high-speed notification solution?

Users from coast to coast rely on the web-based CodeRED® service from Emergency Communications Network. The CodeRED service enables local government officials to record, send and track personalized voice, email and text messages to thousands of citizens in minutes. The cornerstone of emergency management preparedness plans in areas both large and small, clients use the system daily for a variety of time-sensitive communications functions.

### Administration

- General Information
- Disaster/Major Event Follow-up
- Severe Weather Warnings (floods, hurricanes, tsunamis)

### Elected Officials

- Get Out and Vote
- Community Meeting Information

### Emergency Management

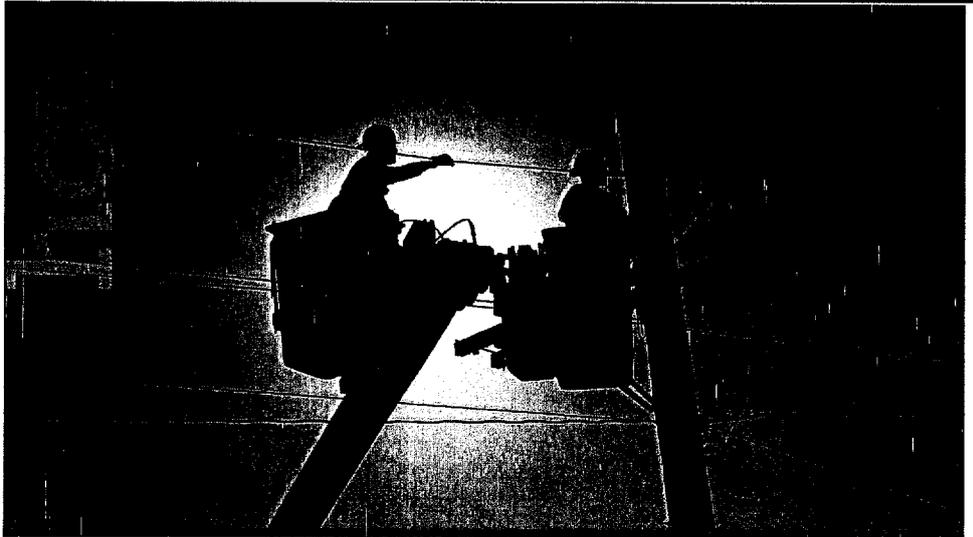
- Chemical Spills
- Nuclear Hazards
- Terrorist Threats
- Mudslides
- Snow Emergencies (avalanches)

### Health

- Drinking Water Contamination
- Flu Pandemics
- Viral Outbreaks

### Public Works and Utility

- Planned Outages
- Snow Plowings
- Street Closures
- Dam/Levee Breaks



### Fire

- Evacuation Notices and Routes
- HAZMAT Emergencies
- Gas Leaks

### Law Enforcement

- Missing Children
- Missing Elderly, Disabled or At Risk Adults
- Bomb Threats
- Hostage Situations
- Escaped Prisoner Warnings
- Sexual Predator Alerts
- Neighborhood Crime Watch Support

And don't forget internal communications. To ensure message consistency, use CodeRED for:

- **First Responder Notifications** - call those who need to know first, fast.
- **Official Comment Direction** - make sure personnel know the facts and how to respond to questions.
- **Critical Incident Call Out** - contact relevant parties at multiple numbers simultaneously.

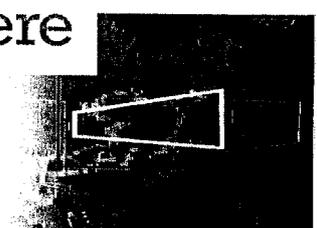


EMERGENCY COMMUNICATIONS NETWORK®

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ecnetwork.com

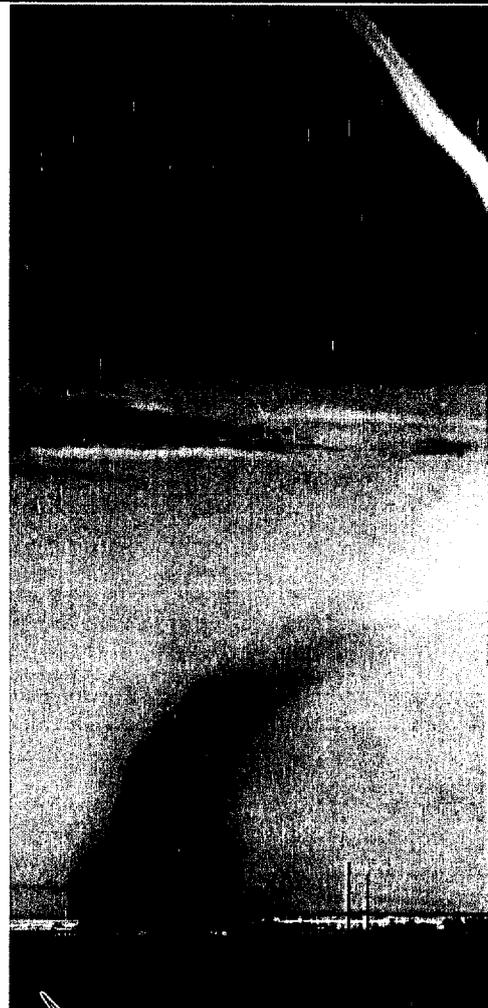


where



## Where severe weather threatens, protect citizens with automatic notification from CodeRED Weather Warning.

To rapidly alert citizens affected by severe weather, Emergency Communications Network has built CodeRED Weather Warning™, a unique product that automatically sends telephone messages to citizens in the path of severe weather. Developed on the same calling network infrastructure as the CodeRED® solution for community notification, CodeRED Weather Warning taps into the National Weather Service's Storm Based Warnings to generate its geographically targeted notifications.



### Automatically initiated messages.

Warnings are generated automatically through proprietary computer algorithms to provide citizens threatened by severe weather extra time to prepare. No impact is placed on internal resources as no staff action is required to initiate the calls.

**Geographically targeted warnings.** Using heading and speed to determine the most vulnerable areas, CodeRED Weather Warning calls those most at risk first.

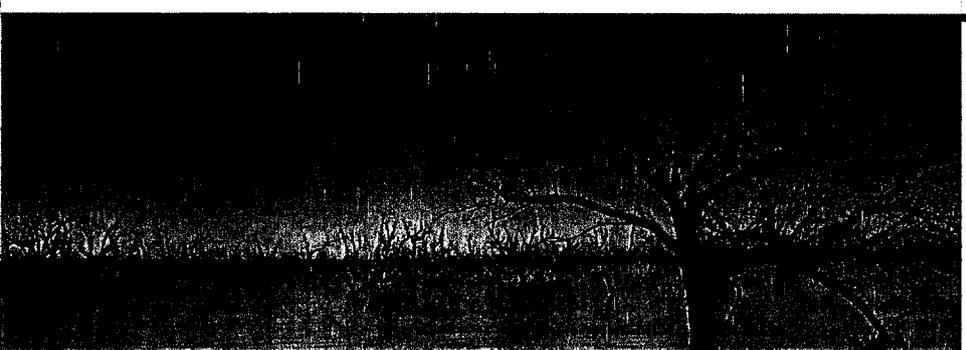
**Polygon methodology.** Based on the National Weather Service's polygon methodology, only citizens in the path of projected weather are contacted, thereby increasing relevance and reducing false alarms.

### Types of Warnings

- **Severe thunderstorm**
- **Flash flood**
- **Tornado**

**Opt-in model.** Only citizens who sign up will receive the notifications. They may elect to receive alerts for any combination of severe weather warnings.

**Pricing.** Communities pay a flat annual fee for the service. There are no additional per subscriber charges.



EMERGENCY COMMUNICATIONS NETWORK®

For more information  
**866-939-0911**  
[ecnetwork.com](http://ecnetwork.com)

## CODERED SERVICES AGREEMENT

This Services Agreement ("Agreement") is made and effective as of the last date written below by and between Emergency Communications Network, Inc. a Florida Corporation ("Licensor") located at 9 Sunshine Boulevard, Ormond Beach, FL 32174 and the City of Long Branch, a body politic and corporate of the State of New Jersey ("Licensee") located at 344 Broadway, Long Branch, NJ 07740

Licensor is the owner of a service identified as "CodeRED® Emergency Notification System" (The "Service"), which allows users to place prerecorded telephone calls at high speed to call recipients. Licensee desires to utilize the "Service" for the purpose of communicating matters of public interest and concern.

In consideration of the promises set forth, the parties agree as follows:

1. **License:** Licensor grants Licensee a non-exclusive and non-transferable license to use the "Service" (hereinafter referred to as "The License") for Licensee's own purposes in accordance with the terms outlined in this Agreement. Licensee understands and agrees that they are fully responsible for the use of such services by anyone whom Licensee authorizes or permits to use the "Service", and anyone who accesses the "Service" by utilizing Licensee's Confidential access codes.
  - a. The Licensee may not modify the "Service", disable any license or control features of the "Service." Licensee may not (i) assign, license, sublicense, rent, sell, transfer the "Service", this Agreement, or any portion thereof or (ii) utilize the "Service" except as expressly permitted in the Agreement between Licensee and Licensor. The License will include pass codes for up to five (5) authorized "Service" users. Additional users pass codes may be obtained at an additional annual fee as outlined in Exhibit A.
2. **Ownership:** The "Service" is owned and copyrighted by Licensor. The Licensee's license confers no title or ownership in the "Service" whatsoever.
3. **Copyright:** United States copyright laws and international treaty provisions protect the "Service". Except for the limited license provided, Licensor reserves all rights in and to the "Service" and all underlying data, compilations, and information maintained by Licensor relating to the "Service", including but not limited to, the source or object code.
4. **Functionality:** The "Service" provides Licensee the ability to access pre-defined geographically selected calling areas or listed databases via an Internet based software application. The "Service" has the ability to select calling databases via a geographic mapping component. Licensee's database(s) shall be limited by Licensor to the geographic boundaries (determined by Lat/Lon coordinates) of the City of Long Branch, New Jersey. The "Service" will also allow Licensee to utilize an interactive voice response telephone service to record messages and initiate call out projects. The "Service" is designed to be active 24 hours per day/ 365 days a year.
5. **Costs for The "Service":** During the term of this Agreement Licensee agrees to pay all costs for utilizing the "Service" as described in Exhibit A - Service Charges; attached to and made a part of this Agreement. Licensee will purchase prepaid "Service" (Prepaid System Minutes). Whenever Licensee utilizes the "Service" the actual calling minutes used by Licensor while utilizing the "Service" will be deducted from the balance of Prepaid System Minutes remaining in Licensee's Prepaid Minutes account. Licensee is responsible to maintain a sufficient balance of Prepaid System Minutes on account. Payment for the "Service" is due and payable upon receipt of invoice (ROI). Finance charges at a rate of 1% per month (12% per annum) will be charged on all balances outstanding beyond 60 days. If a law which applies to this finance charge is interpreted so that the interest or other finance charges collected or to be collected in connection with this Agreement exceed the permitted limits, then (i) any such loan charge shall be reduced by the

amount necessary to reduce the charge to the permitted limit, and (ii) any sums already collected from Licensee which exceed permitted limits will be refunded to Licensee. All payments due under this Agreement shall be paid to: Emergency Communications Network, Inc. at 9 Sunshine Blvd., Ormond Beach, FL 32174.

- 6. Free Testing and Training Minute Blocks:** Licensee is allotted free time on the system for the purpose of testing and training. The following must be met in order for Licensee to utilize the free minute bank specified in Exhibit A:
- a. Minutes will be deducted from Licensee's minute bank at the time of using the "Service".
  - b. Licensee must notify Licensor in writing within 60 days of the use of the "Service" specifying qualified project(s) to obtain eligible free minutes and restoration of the deducted minutes into Licensee's minute bank. If Licensee fails to notify Licensor within 60 days of the use of the "Service", the minutes used will not be eligible for consideration as free minutes and will remain as a deduction from Licensee's minute bank as described above in paragraph 5.
  - c. Any unused minutes remaining in these blocks are not transferable.
  - d. Licensor will have the final right to deem all free calling minutes eligible or ineligible.
- 7. Unlimited Emergency System Minute Blocks:** Licensor will grant Licensee unlimited use of the "Service" for delivering Emergency messages within the affected area. Emergency messages are defined as messages delivered for incidents that are an immediate danger to life and/or property. The following must be met in order for Licensee to utilize the unlimited emergency System Minute bank specified in Exhibit A:
- a. Minutes will be deducted from Licensee's minute bank at the time of using the "Service".
  - b. Licensee must notify Licensor in writing within 60 days of the use of the "Service" specifying qualified project(s) to obtain eligible free emergency minutes and restoration of the deducted minutes into Licensee's minute bank. If Licensee fails to notify Licensor within 60 days of the use of the "Service", the minutes used will not be eligible for consideration as Emergency System minutes and will remain as a deduction from Licensee's minute bank as described above in paragraph 5.
  - c. Any unused minutes remaining in these blocks are not transferable.
  - d. Licensor will have the final right to deem all Emergency System calling minutes eligible or ineligible.
- 8. Term of Service Agreement:** The License will extend for a period of **three (3) years** beginning on the last date this Agreement is signed by both Licensee and Licensor. On the date this Agreement terminates, Licensee will forfeit all Prepaid System Minutes remaining on account. It is at the Licensor's discretion to honor the service agreement quoted fees for an agreement which has not been returned to the Licensor for over 90 days from the date it was drafted for the Licensee.
- 9. Annual System Minute Bank Replenishment:** Each year, Licensee will have access to **50,000** System Minutes. The System Minute Bank will be refilled every year, to **50,000** System Minutes, upon the anniversary of the effective date of this Agreement. System Minutes are not transferable and do not rollover from year to year. If the entire bank of System Minutes is exhausted during the given year, Licensee will be required to repurchase System Minutes according to the Minute Bank Refill feature described in paragraph 11.
- 10. Discount Contract Extension:** Upon completion of the original term of this Agreement as outlined above in section eight (8), the term of this Agreement will extend for an additional **three-year** period. This contract extension provision (the "extension provision") will continue to extend the contract period by three (3) additional years at the end of each three (3) year contract period. **Either party may cancel this renewal provision by submitting written notice to the other no less than 30 days prior to the end of the current term of this Agreement.**

The activation of the extension provision will trigger the following events:

- a) Licensee's minute bank will be replenished to the annual **50,000** minute balance;
- b) Licensor will update its systems to extend the active software license and associated access codes for additional year(s) of use;
- c) Licensor will invoice Licensee for additional year(s) of service at the rate of **nineteen thousand eight hundred fifty dollars (\$19,850) per year for a total amount of fifty-nine thousand five hundred fifty dollars (\$59,550) over the 3-year term.** Note: Licensee will be responsible for payment of the contract extension fee upon receipt of invoice from the Licensor.

- 11. Minute Bank Refill feature:** The parties recognize that Licensee may utilize the "Service" in a manner that results in the actual System Minute usage exceeding Licensee's active Prepaid Minute Bank. In the event using the "Service" completely exhausts Licensee's remaining Prepaid Minute Bank Licensor will immediately refill Licensee's Prepaid Minute Bank with a block of **5,000** System Minutes, and will invoice Licensee for this block of minutes at the Additional System Minute price as indicated in Exhibit A. Licensee will be responsible for payment of Additional System Minute blocks upon receipt of invoice from Licensor. Licensee agrees to purchase all such additional blocks of minutes as needed in order to maintain a positive Prepaid System Minute balance. The purpose of this refill feature is to ensure that calls being placed via the "Service" are not interrupted as the result of Licensee's depletion of their Prepaid Minute Bank.
- 12. Appropriate Use of The Service:** To access the "Service" Licensor will provide Licensee with unique user name(s) and password(s). Licensee agrees to maintain such user name(s) and password(s) as private and confidential information. Licensee agrees to use the "Service" in a way that conforms with all applicable laws and regulations. Licensee specifically agrees not to make any attempt to gain unauthorized access to any of Licensor's systems or networks. Licensee agrees that Licensor shall not be responsible and liable for the content of the message(s) delivered by the "Service" on behalf of Licensee.
- 13. Security:** Licensee understands that Internet communications are not secure, and may be subject to interception or loss. Licensee understands and acknowledges that Licensor is providing the "Service" on the World Wide Web through an "upstream" third party Internet Service Provider, utilizing public utility services. Licensor shall not be liable to Licensee in the event of any interruption of service or lack of presence on the Internet as a result of any disruption by the third party Internet Service Provider or public utility. In the event of any disruption of service, Licensor will use its best efforts to notify Licensee and to expedite resumption of service.
- 14. Warranty:** (a) Licensee acknowledges that software in general is not error-free and agrees that the existence of such errors in software used in conjunction with the "Service" shall not constitute a breach of this License. (b) In the event that Licensee discovers a material error which substantially affects Licensee's use of the "Service" and notifies Licensor of the error, Licensor shall use reasonable measures to correct that part of the "Service" which does not so comply, provided that such non-compliance has not been caused by any modification, variation or addition to the "Service" not performed by Licensor, its agents or contractors, or caused by its incorrect use, abuse or corruption of the "Service" software, or by use of the "Service" with other software or on equipment with which it is incompatible. (c) Licensee is responsible for maintaining access to the Internet. Licensor in no way warrants Licensee's access to the Internet via Licensee's Internet Service Provider(s). (d) Licensee recognizes that once email and text messages have been released from Licensor's equipment, the ultimate delivery of the messages depends on the message recipient's local network. As a result Licensor cannot guarantee the delivery of email and text messages to a recipient. (e) Under certain rare instances not all technologies are compatible without manual intervention by both parties. Licensee agrees that their staff will cooperate with Licensor's staff to make necessary modifications to allow the Service to perform as required for satisfaction.
- 15. Warranty Disclaimer:** To the extent permitted by the applicable law, Licensor disclaims all other warranties with respect to the "Service", either express or implied, including but not limited to any implied warranties of merchantability or fitness for any particular purpose. In no event (even should circumstances cause any or all of the exclusive remedies to fail of its/their essential

purpose and even if Licensor has been advised of the possibility of such damages) shall Licensor be liable for any special, indirect, incidental or consequential damages of any nature (regardless of whether such damages are alleged to arise in contract, tort or otherwise), including, but not limited to, loss of anticipated profits or other economic loss in connection with or ensuing from the existence, furnishing, function, or Licensee's use of any item of products or services provided for in this Agreement. Licensee understands that the cumulative liability of Licensor for any and all claims relating to the "Service" provided by Licensor, in contract, tort or otherwise, shall not exceed that total amount paid by Licensee for the most recently purchased block of Prepaid System Minutes.

**16. Indemnification:** Licensee understands that Licensor does not restrict the use of the "Service" by Licensee and therefore Licensee agrees that Licensor shall not be responsible and/or liable for the content of the message(s) created by Licensee delivered by the "Service" on behalf of Licensee. To the extent permitted by law Licensee agrees to defend, indemnify and hold harmless Licensor and its affiliates, subcontractors, employees and agents from any and all liabilities, costs, and expenses, including reasonable attorneys' fees, arising from any violation of this Agreement by Licensee or those who access the "Service" through Licensee's account, or the use of the "Service" or the placement or transmission of any message, information or other materials by Licensee or by those who have access to the "Service" through Licensee's account. Licensee shall be responsible for compliance with all applicable laws regarding outbound telemarketing, which may include, but are not limited to the Federal Telephone Consumer Protection Act of 1991, The Telemarketing and Consumer Fraud and Abuse Prevention Act of 1999 and the rules and regulations promulgated thereunder, as well as State and Local telemarketing laws and requirements. Licensee shall, to the extent permitted by law, defend, indemnify and hold Licensor harmless from all lawsuits, demands, liabilities, damages, claims, losses, costs or expenses, including attorneys' fees (whether by salary, retainer or otherwise), arising out of or resulting from, in whole or in part, a violation of such laws. Licensee will be solely responsible and liable for any such violations. The provision of this Article shall survive termination of this Agreement.

**17. Non-Disclosure:** (a) Licensee acknowledges and agrees that in providing the "Service", Licensor may disclose to Licensee certain confidential, proprietary trade secret information of Licensor ("Confidential Information"). Confidential Information may include, but is not limited to, the "Service", computer programs, flowcharts, diagrams, manuals, schematics, development tools, specifications, design documents, marketing information, financial information or business plans. During this Agreement and for a period of five (5) years thereafter, Licensee agrees that it will not, without the express prior written consent of Licensor, disclose any Confidential Information or any part thereof to any third party. At the termination of this Agreement, Licensee will cease utilizing the "Service" and will return all Confidential Information to Licensor unless Licensee renews the "Service" as outlined in this Agreement. Nothing in this Agreement will be deemed to prohibit the disclosure of any information in response to a subpoena or other similar order by a court or agency with jurisdiction to issue it relevant to the resolution of any dispute between the parties. The Licensee will promptly notify the Licensor of the receipt of any subpoena or other similar order and of any request under the Public Information Act or any other similar law. The Licensee will cooperate with the Licensor in defending against disclosure of any confidential information under any such subpoena, order or request.

(b) Licensee also agrees that it shall not duplicate, translate, modify, copy, printout, disassemble, decompile or otherwise tamper with the "Service" or any software provided.

**18. Termination:** Licensee may terminate this Agreement by notifying the Licensor in writing no less than 30 days in advance of desired termination. Licensee will return all Confidential Information and copies to Licensor. Licensee will forfeit all Pre-Paid System Minutes upon termination of this Agreement. Licensee understands that Licensor reserves the right to terminate Licensee's account at any time for reasons including, but not limited to, failure to abide by the terms of this Agreement or failure to pay any fees or charges when due. In the event that Licensor terminates this Agreement for reasons other than Licensee's failure to abide by this

Agreement, Licensor will refund to Licensee an amount equal to the lesser of the annual Service Agreement amount prorated by the number of days left in the Agreement or the value of the balance of Prepaid System Minutes in Licensee's account. Upon termination, Licensee agrees to remove from Licensee's computer(s) any files related to the "Service".

19. **Merger:** This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. Only a further writing that is duly executed by both parties may modify this Agreement. The terms and conditions of this agreement will supersede any additional terms provided unless mutually agreed to by both parties, including additional terms contained in standard purchase order documents and third party application terms.
20. **Confidential Data:** Licensor agrees that in view of the confidential nature of Licensee supplied data and files that it is to prepare, process or maintain under this Agreement, it will perform its duties in such a manner as to prevent the disclosure to any persons not employed by Licensor of any such data and files unless Licensor and Licensee mutually agree in writing otherwise.
21. **Integrity of Data:** Licensor cannot guarantee the integrity of any Licensee supplied data. As such, any errors, duplications, or inaccuracies related to Licensee supplied data will ultimately reside with Licensee.

**REST OF THIS PAGE INTENTIONALLY LEFT BLANK**

22. **Notices:** All notices or requests, demands and other communications hereunder shall be addressed to the parties as follows:

As to **Licensor:** Emergency Communications Network, Inc. 9 Sunshine Blvd. Ormond Beach, FL 32174

As to **Licensee:** City of Long Branch, Attn: Howard Woolley/Business Administrator, 344 Broadway, Long Branch, NJ 07740

23. **Non-Appropriation:** This Agreement may be terminated, at the end of any annual term, by the Licensee, in the event that (1) funds for this Agreement are not appropriated by the Licensee for the Services covered by this Agreement or any similar or competing service or (2) funds for Services covered by this Agreement that are or were to be provided by grant or through an outside funding source are withheld, denied, or are otherwise not available to the Licensee. Licensee agrees to pay in full for all access or utilization of the service. Any multiyear pricing discount provided to Licensee under this Agreement, for all years any discount has been granted to Licensee shall be immediately due and payable by Licensee to Licensor at the time of premature termination. The amount will be calculated by using the current "Service" market one year pricing tables minus the discounted offering.

24. **General:** Each party to this Agreement agrees that any dispute arising under this Agreement shall be submitted to binding arbitration according to the rules and regulations of, and administered by, the American Arbitration Association. If any dispute arises the prevailing party shall be entitled to the costs and attorney's fees from the losing party for enforcement of any right included in this Agreement, in Arbitration, a Court of first jurisdiction and all Courts of Appeal.

**IN WITNESS WHEREOF,** the parties execute this Agreement on the date(s) indicated below.

**Licensee:** City of Long Branch, New Jersey

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

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

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

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

**Licensor:** **Emergency Communications Network, Inc.**

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

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

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

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

### Exhibit A - Service Charges

Initial Purchase (s)	Quantity	Cost
CodeRED License Agreement	<b>3 years</b>	<b>\$59,550</b>
<b>Installment Payment Schedule</b>	<b>Annual</b>	<b>\$19,850</b>
Emergency System Minutes	<b>Unlimited</b>	Included
Annual CodeRED Non-Emergency System Minutes	Up to <b>50,000</b>	Included
Additional System Minutes		<b>\$0.33</b>
Minutes for testing and training	500	Included
CodeRED User pass codes	Up to <b>5</b>	Included
<i>Additional pass codes may be purchased for an annual fee of \$150.00 per pass code</i>		
Distance training session	1	Included
<i>Additional distance training sessions may be purchased for \$150.00 per hour (one hour minimum)</i>		
Initial Residential database upload	1	Included
Data/Record Management		Included
CodeRED data collection website	1	Included
CodeRED mapping interface	1	Included
System Setup		Included
Standard mapping data layers		Included
Standard Geocoding		Included
Email		No Charge
Text messaging		No Charge
Annual System Maintenance		Included
Software updates		Included
System Wide kick off call		Included
Universal Callback Number Feature		Included
	<b>TOTAL:</b>	<b>\$59,550</b>

**Licensor Supplied Database:** "Database Accuracy Updates" ensure that the data population maintained by Licensor under this Agreement undergoes periodic accuracy checks using the Licensor's most current in-house compiled database including, but not limited to, household addresses and telephone numbers. It will be the sole responsibility of the Licensee to maintain database accuracy and request updates from the Licensor.

One annual "Database Accuracy Update" will be performed by the Licensor upon request by the Licensee at no charge. Additional updates requested by Licensee will incur charges at the rate listed below after the update service is completed by Licensor.

3¢ per record in final updated database population.

**Licensee Supplied Database:** A service labor fee of One Hundred Twenty-Five Dollars (\$100.00) per hour will be billed to Licensee for any data importing, manipulating, and loading any database supplied by Licensee or on Licensee's behalf to Licensor.

\$100 per hour for database maintenance

**OPTIONAL: GIS Upload and Hosting upon request: \$2,500**

*GIS information must be in a standard format recognizable and electronically transferable to the CodeRED system. Up to 10 layers may be loaded for use in the System. Licensee may update up to 10 layers annually at Licensee's discretion*  
*GIS Customer Street "single layer" Upload and Hosting upon request: \$250.00*

R# 26-11

RESOLUTION AUTHORIZING AWARD OF PURCHASE FOR PROPRIETARY SOFTWARE INTIME SCHEDULING SYSTEM FOR THE POLICE DEPARTMENT

WHEREAS, the City of Long Branch Police Department presently has a InTime Solutions Inc., software program in place in Police Headquarters; and

WHEREAS, recent technology advances have provided the availability of software upgrades of the City's existing Intime Scheduling System; and

WHEREAS, this is proprietary software that is a fully integrated upgrade of the existing system currently being used in the Police Department and can be purchased through negotiations from InTime Solutions Inc., as an exception for proprietary software under the Local Public Contracts Law N.J.S.A. 40A:11-5(dd), and

WHEREAS, negotiations with InTime Solutions Inc., have resulted in a proposed purchase order for the purchase of said software for the Police Department for a total amount not to exceed \$ 29,750.00, and approval is recommended by the Director of Public Safety and the Administrator in order to provide this upgrade and service to the Police Department; 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 Law Enforcement Trust Fund T-14-100-082 for an amount not to exceed \$ 29,750.00

NOW THEREFORE BE IT RESOLVED, by the City Council of the City of Long Branch that a contract be awarded as follows:

InTime Solutions Inc., for the purchase of proprietary software as detailed in attached proposal for an amount not to exceed \$ 29,750.00

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

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

STATE OF NEW JERSEY  
 COUNTY OF MONMOUTH  
 CITY OF LONG BRANCH  
 I, KATHY L. SCHEMLZ, 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 JANUARY 25, 2011  
 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 25th DAY OF JANUARY 2011  
Kathy L. Schmelz  
 MUNICIPAL CLERK, ETC.

**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:

**COMPUTER SOFTWARE FOR THE POLICE DEPARTMENT**

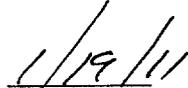
Said contract being made as follows:

<b>INTIME SOLUTIONS INC.</b>	<b>\$ 29,750.00</b>
------------------------------	---------------------

Said funds being available in the form of:

<b>TRUST FUND LAW ENFORCEMENT TRUST FUND APPRO # T-14-100-082</b>	<b>\$ 29,750.00</b>
---	---------------------

  
Ronald J. Mehlhorn, Sr., C.P.A., R.M.A.  
Finance Director, Chief Financial Officer

  
Date

InTime Solutions Inc.



ISE Enterprise Proposal to the  
City of Long Branch Police Department

## Executive Summary

As a leader in the Public Safety Scheduling and Deployment markets, we at InTime Solutions understand the need to satisfy your requirements today while keeping your future plans and interests in mind. InTime Solutions boasts a rare combination of experience and innovation. We have been developing, selling and supporting products in the Public Safety market since 1996.

The InTime Scheduling Engine (ISE) is the core of our enterprise scale solution. Our entire solution is built on the J2EE platform enabling the scalability to provide one platform from which the city can manage all employees.

InTime is a solution built specifically for Law Enforcement. Our innovative design empowers Law Enforcement customers with the ability to view operations in a familiar manner and has positioned InTime as the most user friendly yet powerful scheduling tool on the market.

## The Proposed Solution – Key Components

### Feature-Rich Product – Designed for Public Safety

InTime Enterprise is a feature-rich product that offers a comprehensive and robust solution to the Public Safety markets. Some of the highlights of specific interest include:

- Unique highly configurable Unit (Squad) view built specifically for Law Enforcement.
- Special Events and Off-Duty. Ensure all coverage levels are met based on levels set by you. Easily capture and allocate hours worked and billing costs.
- Web Based Employee Self Serve. Provides the flexibility to allow users to access the schedules and tools they require most to perform at the highest level.

### Scalable, Open Architecture- Choose Your Database and Operating System

Built on the J2EE standard to deliver the advantages of platform independence, fast and efficient performance and a scaleable long-term solution, InTime Enterprise, automates the scheduling, tracking and deployment of your workforce.

### InTime Enterprise delivers platform independence and interoperability

- Run on virtually any operating system including Windows XP, LINUX, Solaris and AIX.

# Price Proposal

Please find below pricing for InTime's Enterprise version 1.5 production system and includes software and services only for 130 employees.

Price Summary For	130 Employees	
<b>Workforce Scheduling Solution</b> Comprehensive solution designed specifically for Public Safety including: -Position and Post based scheduling -Master Scheduling -Coverage Scheduler -Standard Reports -User defined menus -User defined leave types -Emergency Response Deployment	USD	\$21,000
<b>Modules Included</b> Employee Self Serve Module Online Overtime & Leave Management Module		Included Included
<b>Project Services Package</b> Project services include: Remote implementation assistance (30 hours) Online training (5-4 hour sessions) (20 hours)	USD	\$8,750
<b>Total Scheduling Solution</b>	<b>USD</b>	<b>\$29,750</b>

**Notes**

1. All Prices quoted are in US dollars.
2. Annual maintenance until June 30, 2011 is included in above. Remaining portion of annual maintenance will be invoiced July 1, 2011.
3. Pricing is valid for 30 days.
4. Pricing does not include third party goods and services. Third party hardware and licenses are not included.
5. The annual maintenance fee is calculated based on the software license fees for baseline and proposed options in the system, and the scope of InTime's integration responsibilities. Changes to these items will affect the annual maintenance fee.
6. Pricing is exclusive of any and all applicable taxes and duties, including withholding taxes.
7. InTime standard terms and standard payment terms for license fees, support and maintenance



## Software License Agreement

This document is an agreement between the Customer and InTime Solutions Inc. a British Columbia corporation with primary offices at Suite 1410, 1188 West Georgia Street, Vancouver, B.C. V6E 4A2, ("InTime") for use of the Software.

In consideration of the license of Software described in this License Agreement, the parties agree as follows.

**1. Agreement.** This legal document is an agreement between Customer, the end user, and InTime for use of the software ("**Software**"). The term "Software" also includes any documentation and upgrades, modified versions or updates Customer later installs.

**2. License.** InTime grants to Customer, a license which permits Customer to use the Software in executable code format only and in the manner as described in section 3 ("**Permitted Uses**"). The Software is licensed, not sold. InTime, and not Customer, owns the Software, which is protected by United States, Canadian and international copyright laws. Customer may use the Software only in the manner set out in this Agreement. This Agreement gives Customer no intellectual property rights in the Software.

**3. Permitted Uses.** Customer may install and use the Software for the purposes of the business of the Customer but not to provide services to other third parties. Customer may make copies of the Software for backup purposes. Each copy made and distributed must contain InTime's copyright and other proprietary notices. Customer may make backup copies of the media on which the Software is stored.

**4. Prohibited Uses.** Customer may not modify, reverse engineer, decompile, disassemble, or commercially distribute, sublicense, resell or transfer the Software. Customer may not alter or modify the Software in any way.

**5. Service Level.**

**5.1 Fees for the License** are based on the level of service that the Customer requires the Software to provide ("**Service Level**"). InTime and the Customer will agree on the specification of the Service Level prior to Software installation.

**5.2 Monitoring.** The Customer agrees firstly, to put in place a process to detect if the Service Level is exceeded at any time, and secondly, to notify InTime of the new Service Level within 5 working days. Customer further agrees that upon notification, InTime can invoice the Customer for any additional License fees associated with the new Service Level, with the fees determined by InTime's price list current at the time of notification. If InTime discovers through means, such as (but not limited to) standard support and maintenance procedures, that the Customer has exceeded the Service Level at any time, then the Customer agrees that this discovery constitutes notification of an increase in Service Level.

**5.3 Exclusions.** The following usages of the Software are excluded from the Service Level specification unless agreed to otherwise by the InTime and the Customer:

- (a) Training of the Customer's employees in the use of the Software.
- (b) Testing to determine system performance, reliability, or interoperability.
- (c) Setup and maintenance of a backup system which would be used to replace the primary system in the event of a failure of the primary system.

**6. Payment.** InTime will invoice Customer for the Software Licenses. All InTime invoices are payable net 30 days. Any amounts outstanding after 30 days bear interest at a rate of 1.5% per month (18% per annum). The

## INTIME SOLUTIONS SOFTWARE LICENSING AGREEMENT

### 9. Miscellaneous.

**9.1** Except as described below, this Agreement is the only agreement between Customer and InTime pertaining to the license of the Software and InTime IS NOT BOUND BY ANY PROVISION OF ANY PURCHASE ORDER, RFP, RFQ, CORRESPONDENCE, OR OTHERWISE UNLESS SPECIFICALLY AGREED TO IN WRITING.

**9.2 Governing Law.** This Agreement is governed by the laws of the Province of British Columbia, Canada. All disputes arising out of or in connection with this Agreement, shall be referred to and finally resolved by arbitration or mediation under the rules of the British Columbia International Arbitration Centre. The place of arbitration of mediation shall be Vancouver, British Columbia, Canada.

**9.3 Force Majeure.** Dates or times by which either party is required to perform under this Agreement, excepting the payment of any fees or charges due hereunder, may be postponed to the extent that any party is prevented from meeting them by causes beyond its reasonable control.

**9.4 Non-Assignable.** This License Agreement is not assignable by the Customer, and any attempted or alleged assignment by Customer is void.

**9.5 No Agency.** The parties acknowledge that each is an independent contractor and nothing herein constitutes a joint venture or partnership and neither party has the right to bind nor act for the other as agent or in any other capacity.

**9.6 Notice.** Any notice required by this Agreement or given in connection with it, shall be in writing and shall be given to the appropriate party by personal delivery or by certified mail, postage prepaid, or recognized overnight delivery services.

If to InTime:

If to Customer:

Contracts Administrator  
InTime Solutions Inc.  
1410-1188 West Georgia St  
Vancouver, B.C. Canada  
V6E 4A2

**9.7 Headings.** The Headings used in this Agreement are provided for convenience only and shall not be used to construe meaning or intent.

### 10. Escrow.

**10.1** On Customer's written request, for the purpose of enabling the Customer to maintain, modify or correct an item of Software specified in this Agreement in the event that InTime is unable or unwilling to support that software, InTime shall arrange for itself, the Customer and a trusted third party ("Escrow Agent") approved by the Customer to enter into an escrow agreement with such Escrow Agent for the purpose of enabling a copy of the current Source Code of that software, and its associated explanatory technical information and documentation sufficient to maintain and modify Source Code ("Documentation") to be held in escrow with that Escrow Agent. The terms of this Section 10 shall serve as a guideline for that escrow agreement with the Escrow Agent.

**10.2 Costs.** The costs of the escrow arrangement shall be borne by Customer.

**10.3 Source Code.** Source Code shall be defined as software modules in human-readable, high-level language form for the Software for use with Customer's system and other documents that normally accompany company the Source Code for the purposes contemplated.

**10.4 Triggering Event.** Any filing of bankruptcy, insolvency or any like event by InTime so that InTime can no

INTIME SOLUTIONS SOFTWARE LICENSING AGREEMENT

**ATTACHMENT 'A'**

**Support Level Definition**

All Customer requests for Support shall be managed as described below. The degree of InTime's responsiveness ("Severity") shall be based on the nature of the initial Customer Support request. The Customer will always make every effort to respond in a timely fashion to requests from InTime for assistance in providing Support.

"Normal Support Hours" are 6:00 AM through 5:00 PM (Pacific Time), Monday through Friday, excluding statutory holidays. During Normal Support Hours, the Customer will make contact with an InTime Support representative directly or through a message attendant with callback. Outside of Normal Support Hours, Critical Severity Support only will be made available through a pager system.

<b>Critical Severity</b>	Available: 24 hours/day, 7 days/week
Description:	A Customer detected critical Software error that renders the entire live InTime production system inoperable or "down".
Initial Response:	During Normal Support Hours, immediate response if an InTime Support representative is available, otherwise a callback response within one (1) hour. Outside of Normal Support Hours a callback response within one (1) hour.
Resolution Response:	InTime will work continuously to return the InTime production system to normal "up" operation, with an average resolution time of not more than eight (8) hours.

<b>High Severity</b>	Available: Normal Support Hours
Description:	A Customer detected non-critical Software error in a module of the live InTime production system, which seriously impairs system operation but does not render it "down". Non-critical Software errors exclude cosmetic, documentation, or reporting problems, and also questions regarding the operation of the software, its installation or training.
Initial Response:	During Normal Support Hours, immediate response if an InTime Support representative is available, otherwise a callback response within two (2) hours. However if the request is made within the last hour of the day or after the close of day, then within the first two (2) hours of the next Normal Support Hours day.
Resolution Response:	InTime will work continuously to restore system operation within Normal Support Hours.

<b>Normal Severity</b>	Available: Normal Support Hours
Description:	All other Support requests not described above.
Initial Response:	During Normal Support Hours, immediate response if an InTime Support representative is available, otherwise a callback response within four (4) hours. However if the request is made within the last four hours of the day or after the close of day, then within the first four (4) hours of the next Normal Support Hours day.
Resolution Response:	InTime will correct documentation errors in upcoming releases of the documentation. InTime will provide Software error corrections in the course of its standard development and upgrade methodology for the Software.



OFFICE OF THE COUNTY PROSECUTOR  
COUNTY OF MONMOUTH

132 JERSEYVILLE AVENUE  
FREEHOLD, NEW JERSEY 07728

732/ 431-7160

PETER E. WARSHAW, JR.  
ACTING PROSECUTOR

- |   |                   |  |                   |
|---|-------------------|--|-------------------|
| Court House - Executive Section           | FAX 732/ 409-3673 | Annex A - Forfeiture Compliance Unit       | FAX 732/ 780-6248 |
| Court House - Family Division             | FAX 732/ 866-3644 | Annex A - ITU Unit                         | FAX 732/ 683-2178 |
| Court House - Intake/Screening            | FAX 732/ 845-0840 | Annex A - Intelligence Unit                | FAX 732/ 431-7026 |
| Court House - Intake/PTI                  | FAX 732/ 431-7173 | Annex A - Major Crimes Bureau              | FAX 732/ 845-2027 |
| Court House - Trial Division              | FAX 732/ 866-3623 | Annex A - Professional Responsibility/Bias | FAX 732/ 431-1594 |
| Court House - Trial Support Unit          | FAX 732/ 294-5400 | Annex A - Receptionist                     | FAX 732/ 409-7521 |
| Court House - Victim/Witness Unit         | FAX 732/ 845-2005 | Annex A - Records/Team II                  | FAX 732/ 431-7025 |
| Annex A - Administration Unit             | FAX 732/ 462-4815 | Annex A - Special Prosecutions Bureau      | FAX 732/ 866-0163 |
| Annex A - Administration-Grants Unit      | FAX 732/ 409-0184 | Annex B - Motions/Appellate Unit           | FAX 732/ 409-7549 |
| Annex A - Invest. Division Administration | FAX 732/ 431-7015 | Annex B - Megan's Law Unit                 | FAX 732/ 577-5804 |
| Annex A - Computer Crimes Investigations  | FAX 732/ 780-2377 | Annex B - Sex Crimes/Child Abuse Unit      | FAX 732/ 780-7502 |
| Annex A - Computer Crimes Director        | FAX 732/ 683-8764 | Annex D - Narcotics Bureau                 | FAX 732/ 751-2234 |
| Annex A - Docket Unit                     | FAX 732/ 577-5841 | Annex D - Criminal Enterprise Bureau       | FAX 732/ 919-2894 |
| Annex A - Evidence Vault                  | FAX 732/ 431-7709 | Asbury Park Satellite Office               | FAX 732/ 988-4415 |
| Annex A - Forensic Bureau                 | FAX 732/ 431-7059 | Child Advocacy Center                      | FAX 732/ 683-8991 |

TO: Charles Shirley

FROM: Andrew Fried

DATE: 1/5/11

PHONE: 263 - 263-1021

PHONE: \_\_\_\_\_

TIME: \_\_\_\_\_

TOTAL NUMBER OF PAGES INCLUDING THIS TRANSMISSION FORM: 2

COMMENTS/DIRECTIONS: Approval

CONFIDENTIALITY NOTICE

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TELEFACSIMILE NUMBER HERE IS: 732/ 780-6248

<http://www.prosecutor.co.monmouth.nj.us>  
e-mail [prosecutor@prosecutor.co.monmouth.nj.us](mailto:prosecutor@prosecutor.co.monmouth.nj.us)

Revised: May, 2010



CITY OF LONG BRANCH, MUNICIPAL BUILDING, 344 BROADWAY, LONG BRANCH, N. J. 07740 (732) 222-7000

LONG BRANCH POLICE DEPARTMENT  
LAW ENFORCEMENT TRUST FUND

Date Submitted: 12/23/2010

Item Requested: Police workforce scheduling system

Requested by: Charles F. Shirley Jr.

Vendor: InTime Solution Inc.

Cost: \$29,750.00

Law Enforcement Purpose for which item will be used: (SEE ATTACHED)

Approved by  
Acting Prosecutor  
Peter Warshaw

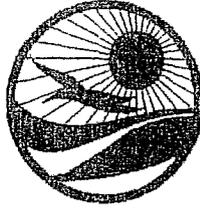
Ronald Melhorn, CFO:

Approval by MCPO Forfeiture Unit Supervisor:

Date: 1/5/11

Rejection by MCPO Forfeiture Unit Supervisor:

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



CITY OF LONG BRANCH, MUNICIPAL BUILDING, 344 BROADWAY, LONG BRANCH, N. J. 07740 (732) 222-7000

**LONG BRANCH POLICE DEPARTMENT  
LAW ENFORCEMENT TRUST FUND**

**Date Submitted:** 12/23/2010

**Item Requested:** Police workforce scheduling system

**Requested by:** Charles F. Shirley Jr.

**Vendor:** InTime Solution Inc.

**Cost:** \$29,750.00

**Law Enforcement Purpose for which item will be used:** (SEE ATTACHED)

**Ronald Melhorn, CFO:**

---

**Approval by MCPO Forfeiture Unit Supervisor:**

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

**Rejection by MCPO Forfeiture Unit Supervisor:**

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



CITY OF LONG BRANCH  
POLICE DEPARTMENT  
344 BROADWAY  
LONG BRANCH, NJ 07740  
(732) 222-1000

December 23, 2010

Andrew S. Fried, Assistant Prosecutor  
Monmouth County Prosecutors Office  
71 Monument Park  
Freehold, New Jersey 07728

Mr. Fried,

The City of Long Branch Police Department like many other agencies has been forced to do more work with less manpower. Over the last three years we have seen our numbers go from 99 sworn officers to our current state of 92, as of February 1, 2011 the City is implementing an approved Civil Service lay-off plan which will reduce that number another 8 officers to 84 officers. As part of the new Lay-off plan we will also be reducing the number of civilian staff available to the police department which currently assists our administration with clerical type work.

The City of Long Branch Police Department is requesting to utilize \$29,750 from our Law Enforcement Trust Fund (LETF) for the acquisition of a workforce scheduling program which will allow police administration to effectively manage and assign officers duties. This new program will also assist in the forecasting of shift shortages and if necessary generate a list of officer available for overtime details based on a fair and equitable process.

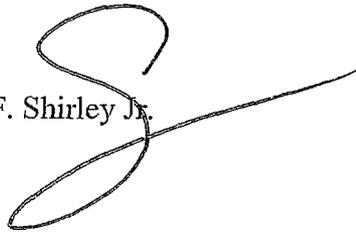
There is also an entire module within this program which will assist police administration with the management and tracking of officers accumulated sick, vacation and compensatory time. With the assistance of this new program the police department will fade away from our old system of triplicate leave requests forms to a new paperless system. The program will allow officers to view their current schedule, select and request leave via e-mail to their supervisor. Any supervisor given the proper permission can approve leave which will automatically be time stamped to the schedule and subtracted from the officers accumulated leave.

The workforce scheduling system was created and is maintain by InTime Solutions Inc., I have attached a copy of the proposal for your reference. The City of Long Branch has been utilizing an older version of InTime Solutions scheduling software called SpeedShift since 1996. The purchase of this newer version would fall under the definition of a proprietary system based on the manpower and information currently inputted into the old system which as part of the installation will be automatically transferred into the newer software.

I have discussed this purchase with Finance Director/CFO and the City Purchasing Agent they have both approved this expenditure and the CFO has signed the cover letter sent to your office. For your convenience I have attached a excerpt from N.J.S.A. 40A:11-5(1)dd (Exceptions to Local Public Contracts Law).

If you have any questions please feel free to contact me.

Charles F. Shirley Jr.

A handwritten signature in black ink, consisting of a large, stylized 'S' followed by a horizontal line extending to the right.

**40A:11-5. Exceptions**

Any contract the amount of which exceeds the bid threshold, may be negotiated and awarded by the governing body without public advertising for bids and bidding therefor and shall be awarded by resolution of the governing body if:

(1) The subject matter thereof consists of:

(a) (i) Professional services. The governing body shall in each instance state supporting reasons for its action in the resolution awarding each contract and shall forthwith cause to be printed once, in the official newspaper, a brief notice stating the nature, duration, service and amount of the contract, and that the resolution and contract are on file and available for public inspection in the office of the clerk of the county or municipality, or, in the case of a contracting unit created by more than one county or municipality, of the counties or municipalities creating such contracting unit; or (ii) Extraordinary unspecifiable services. The application of this exception shall be construed narrowly in favor of open competitive bidding, whenever possible, and the Division of Local Government Services is authorized to adopt and promulgate rules and regulations after consultation with the Commissioner of Education limiting the use of this exception in accordance with the intention herein expressed. The governing body shall in each instance state supporting reasons for its action in the resolution awarding each contract and shall forthwith cause to be printed, in the manner set forth in subsection (1) (a) (i) of this section, a brief notice of the award of such contract;

(b) The doing of any work by employees of the contracting unit;

(c) The printing of legal briefs, records and appendices to be used in any legal proceeding in which the contracting unit may be a party;

(d) The furnishing of a tax map or maps for the contracting unit;

(e) The purchase of perishable foods as a subsistence supply;

(f) The supplying of any product or the rendering of any service by a public utility, which is subject to the jurisdiction of the Board of Public Utilities or the Federal Energy Regulatory Commission or its successor, in accordance with tariffs and schedules of charges made, charged or exacted, filed with the board or commission;

(g) The acquisition, subject to prior approval of the Attorney General, of special equipment for confidential investigation;

(h) The printing of bonds and documents necessary to the issuance and sale thereof by a contracting unit;

(i) Equipment repair service if in the nature of an extraordinary unspecifiable service and necessary parts furnished in connection with such service, which exception shall be in accordance with the requirements for extraordinary unspecifiable services;

(j) The publishing of legal notices in newspapers as required by law;

(k) The acquisition of artifacts or other items of unique intrinsic, artistic or historical character;

(l) Those goods and services necessary or required to prepare and conduct an election;

(m) Insurance, including the purchase of insurance coverage and consultant services, which exception shall be in accordance with the requirements for extraordinary unspecifiable services;

- (n) The doing of any work by handicapped persons employed by a sheltered workshop;
- (o) The provision of any goods or services including those of a commercial nature, attendant upon the operation of a restaurant by any nonprofit, duly incorporated, historical society at or on any historical preservation site;
- (p) (Deleted by amendment, P.L.1999, c.440.)
- (q) Library and educational goods and services;
- (r) (Deleted by amendment, P.L.2005, c.212).
- (s) The marketing of recyclable materials recovered through a recycling program, or the marketing of any product intentionally produced or derived from solid waste received at a resource recovery facility or recovered through a resource recovery program, including, but not limited to, refuse-derived fuel, compost materials, methane gas, and other similar products;
- (t) (Deleted by amendment, P.L.1999, c.440.)
- (u) Contracting unit towing and storage contracts, provided that all such contracts shall be pursuant to reasonable non-exclusionary and non-discriminatory terms and conditions, which may include the provision of such services on a rotating basis, at the rates and charges set by the municipality pursuant to section 1 of P.L.1979, c.101 (C.40:48-2.49). All contracting unit towing and storage contracts for services to be provided at rates and charges other than those established pursuant to the terms of this paragraph shall only be awarded to the lowest responsible bidder in accordance with the provisions of the "Local Public Contracts Law" and without regard for the value of the contract therefor;
- (v) The purchase of steam or electricity from, or the rendering of services directly related to the purchase of such steam or electricity from a qualifying small power production facility or a qualifying cogeneration facility as defined pursuant to 16 U.S.C.s.796;
- (w) The purchase of electricity or administrative or dispatching services directly related to the transmission of such purchased electricity by a contracting unit engaged in the generation of electricity;
- (x) The printing of municipal ordinances or other services necessarily incurred in connection with the revision and codification of municipal ordinances;
- (y) An agreement for the purchase of an equitable interest in a water supply facility or for the provision of water supply services entered into pursuant to section 2 of P.L.1993, c.381 (C.58:28-2), or an agreement entered into pursuant to P.L.1989, c.109 (N.J.S.40A:31-1 et al.), so long as such agreement is entered into no later than six months after the effective date of P.L.1993, c.381;
- (z) A contract for the provision of water supply services entered into pursuant to P.L.1995, c.101 (C.58:26-19 et al.);
- (aa) The cooperative marketing of recyclable materials recovered through a recycling program;
- (bb) A contract for the provision of wastewater treatment services entered into pursuant to P.L.1995, c.216 (C.58:27-19 et al.);
- (cc) Expenses for travel and conferences;
- (dd) The provision or performance of goods or services for the support or maintenance of proprietary computer hardware and software, except that this provision shall not be

utilized to acquire or upgrade non-proprietary hardware or to acquire or update non-proprietary software;

(ee) The management or operation of an airport owned by the contracting unit pursuant to R.S.40:8-1 et seq.;

(ff) Purchases of goods and services at rates set by the Universal Service Fund administered by the Federal Communications Commission;

(gg) A contract for the provision of water supply services or wastewater treatment services entered into pursuant to section 2 of P.L.2002, c.47 (C.40A:11-5.1), or the designing, financing, construction, operation, or maintenance, or any combination thereof, of a water supply facility as defined in subsection (16) of section 15 of P.L.1971, c.198 (C.40A:11-15) or a wastewater treatment system as defined in subsection (19) of section 15 of P.L.1971, c.198 (C.40A:11-15), or any component part or parts thereof, including a water filtration system as defined in subsection (16) of section 15 of P.L.1971, c.198 (C.40A:11-15);

(hh) The purchase of electricity generated from a power production facility that is fueled by methane gas extracted from a landfill in the county of the contracting unit.

(2) It is to be made or entered into with the United States of America, the State of New Jersey, county or municipality or any board, body, officer, agency or authority thereof or any other state or subdivision thereof.

(3) Bids have been advertised pursuant to section 4 of P.L.1971, c.198 (C.40A:11-4) on two occasions and (a) no bids have been received on both occasions in response to the advertisement, or (b) the governing body has rejected such bids on two occasions because it has determined that they are not reasonable as to price, on the basis of cost estimates prepared for or by the contracting agent prior to the advertising therefor, or have not been independently arrived at in open competition, or (c) on one occasion no bids were received pursuant to (a) and on one occasion all bids were rejected pursuant to (b), in whatever sequence; any such contract may then be negotiated and may be awarded upon adoption of a resolution by a two-thirds affirmative vote of the authorized membership of the governing body authorizing such contract; provided, however, that:

(i) A reasonable effort is first made by the contracting agent to determine that the same or equivalent goods or services, at a cost which is lower than the negotiated price, are not available from an agency or authority of the United States, the State of New Jersey or of the county in which the contracting unit is located, or any municipality in close proximity to the contracting unit;

(ii) The terms, conditions, restrictions and specifications set forth in the negotiated contract are not substantially different from those which were the subject of competitive bidding pursuant to section 4 of P.L.1971, c.198 (C.40A:11-4); and

(iii) Any minor amendment or modification of any of the terms, conditions, restrictions and specifications, which were the subject of competitive bidding pursuant to section 4 of P.L.1971, c.198 (C.40A:11-4), shall be stated in the resolution awarding such contract; provided further, however, that if on the second occasion the bids received are rejected as unreasonable as to price, the contracting agent shall notify each responsible bidder submitting bids on the second occasion of its intention to negotiate, and afford each bidder a reasonable opportunity to negotiate, but the governing body shall not award such contract unless the negotiated price is lower than the lowest rejected bid price submitted on the second occasion by a responsible bidder, is the lowest negotiated price offered by any responsible vendor, and is a reasonable price for such goods or services.

Whenever a contracting unit shall determine that a bid was not arrived at independently in open competition pursuant to subsection (3) of this section it shall thereupon notify the county prosecutor of the county in which the contracting unit is located and the Attorney General of the facts upon which its determination is based, and when appropriate, it may institute appropriate proceedings in any State or federal court of competent jurisdiction for a violation of any State or federal antitrust law or laws relating to the unlawful restraint of trade.

(4) The contracting unit has solicited and received at least three quotations on materials, supplies or equipment for which a State contract has been issued pursuant to section 12 of P.L.1971, c.198 (C.40A:11-12), and the lowest responsible quotation is at least 10% less than the price the contracting unit would be charged for the identical materials, supplies or equipment, in the same quantities, under the State contract. Any such contract entered into pursuant to this subsection may be awarded only upon adoption of a resolution by the affirmative vote of two-thirds of the full membership of the governing body of the contracting unit at a meeting thereof authorizing such a contract. A copy of the purchase order relating to any such contract, the requisition for purchase order, if applicable, and documentation identifying the price of the materials, supplies or equipment under the State contract and the State contract number shall be filed with the director within five working days of the award of any such contract by the contracting unit. The director shall notify the contracting unit of receipt of the material and shall make the material available to the State Treasurer. The contracting unit shall make available to the director upon request any other documents relating to the solicitation and award of the contract, including, but not limited to, quotations, requests for quotations, and resolutions. The director periodically shall review material submitted by contracting units to determine the impact of such contracts on local contracting and shall consult with the State Treasurer on the impact of such contracts on the State procurement process. The director may, after consultation with the State Treasurer, adopt rules in accordance with the "Administrative Procedure Act," P.L.1968, c.410 (C.52:14B-1 et seq.) to limit the use of this subsection, after considering the impact of contracts awarded under this subsection on State and local contracting, or after considering the extent to which the award of contracts pursuant to this subsection is consistent with and in furtherance of the purposes of the public contracting laws.

(5) Notwithstanding any provision of law, rule or regulation to the contrary, the subject matter consists of the combined collection and marketing, or the cooperative combined collection and marketing of recycled material recovered through a recycling program, or any product intentionally produced or derived from solid waste received at a resource recovery facility or recovered through a resource recovery program including, but not limited to, refuse-derived fuel, compost materials, methane gas, and other similar products, provided that in lieu of engaging in such public advertising for bids and the bidding therefor, the contracting unit shall, prior to commencing the procurement process, submit for approval to the Director of the Division of Local Government Services, a written detailed description of the process to be followed in securing said services. Within 30 days after receipt of the written description the director shall, if the director finds that the process provides for fair competition and integrity in the negotiation process, approve, in writing, the description submitted by the contracting unit. If the director finds that the process does not provide for fair competition and integrity in the negotiation process, the director shall advise the contracting unit of the deficiencies that must be remedied. If the director fails to respond in writing to the contracting unit within 30 days, the procurement process as described shall be deemed approved. As used in this section,

"collection" means the physical removal of recyclable materials from curbside or any other location selected by the contracting unit.

(6) Notwithstanding any provision of law, rule or regulation to the contrary, the contract is for the provision of electricity by a contracting unit engaged in the distribution of electricity for retail sale, or for the provision of administrative or dispatching services related to the transmission of such electricity, provided that in lieu of engaging in public advertising for bids and the bidding therefor, the contracting unit shall, prior to commencing the procurement process, submit for approval to the Director of the Division of Local Government Services, a written detailed description of the process to be followed in securing such services. Such process shall be designed in a way that is appropriate to and commensurate with industry practices, and the integrity of the government contracting process. Within 30 days after receipt of the written description, the director shall, if the director finds that the process provides for fair competition and integrity in the negotiation process, approve, in writing, the description submitted by the contracting unit. If the director finds that the process does not provide for fair competition and integrity in the negotiation process, the director shall advise the contracting unit of the deficiencies that must be remedied. If the director fails to respond in writing to the contracting unit within 30 days, the procurement process, as submitted to the director pursuant to this section, shall be deemed approved.

L.1971, c. 198, s. 5; amended 1975, c. 353, s. 4; 1976, c. 20; 1977, c. 53, s. 2; 1982, c. 208; 1983, c. 209; 1983, c. 331, s. 2; 1985, c. 436; 1986, c. 61; 1987, c. 102, s. 32; 1989, c. 92; 1989, c. 159, s. 1; 1991, c. 142, s. 1; 1991, c. 143, s. 2; 1991, c. 368; 1993, c. 381, s. 4; 1995, c. 101, s. 12; 1995, c. 103, s. 4; 1995, c. 216, s. 11; 1997, c. 387, s. 2; 1999, c. 440, s. 9; 2002, c. 47, s. 8; 2003, c. 150, s. 2; 2005, c. 212, s. 2; 2005, c. 296, s. 1.

#### **40A:11-5.1. Authority of city of first class to contract for water supply, wastewater treatment services**

The Legislature finds and declares it to be in the public interest and to be the public policy of the State to foster and promote by all reasonable means the collection, storage and distribution of an adequate supply of water for the inhabitants and businesses of the counties and municipalities of this State and to foster and promote the public health by providing for the collection and treatment of sewerage through adequate sewerage facilities.

To further promote these interests, and notwithstanding the provisions of any other law, rule or regulation to the contrary, the governing body of a city of the first class may enter into a contract with a duly incorporated nonprofit association for the provision of water supply services as defined in subsection (16) of section 15 of P.L.1971, c.198 (C.40A:11-15), or for the provision of wastewater treatment services as defined in subsection (19) of section 15 of P.L.1971, c.198 (C.40A:11-15), or both, as the case may be.

The governing body of a city of the first class that has entered into a contract with a duly incorporated nonprofit association pursuant to this section shall obtain the written opinion of bond counsel as to the effect of the contract on the tax exempt status of existing and future financing instruments executed by the parties given the terms of the contract and the federal laws or regulations concerning this matter.

Any concession fee or monetary benefit paid by a duly incorporated nonprofit association to the governing body of a city of the first class shall be used for the purposes of reducing or off-setting property taxes, reducing water supply services or wastewater treatment services charges, rates or fees, one-time nonrecurring expenses or capital asset expenditures related to water supply facilities or wastewater treatment systems.

Upon executing such contract, the duly incorporated nonprofit association shall be deemed to be providing essential governmental functions on behalf of the city of the first class and, to the extent



## STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

**Taxpayer Name:** INTIME SOLUTIONS, INC.  
**Trade Name:**  
**Address:** #700-5945 KATHLEEN AVE  
BURNABY BC V5H 4L5, 00000  
**Certificate Number:** 1091758  
**Effective Date:** September 27, 2004  
**Date of Issuance:** January 10, 2011

**For Office Use Only:**  
20110110122219193

**IN TIME SOLUTIONS, INC.  
#1410-188 WEST GEORGIA STREET  
VANCOVER, BC V6E-4A2**

RESOLUTION ESTABLISHING TERMS AND CONDITIONS  
FOR LEASING OF THE WEST END CONCESSION STAND  
CITY OF LONG BRANCH, COUNTY OF MONMOUTH,  
STATE OF NEW JERSEY

WHEREAS, the City of Long Branch has determined that it is in the best interest of the City and the general public to lease the building at the City operated public bathing beach known as West End Beach, located at West End Avenue and the Boardwalk, Long Branch, New Jersey, for use as a concession stand; and

WHEREAS, in accordance with N.J.S.A. 40A:12-14(a), the governing body is permitted to authorize the lease of real property in this manner.

NOW THEREFORE BE IT RESOLVED, by the City Council of the City of Long Branch that the building at the City operated public bathing beach known as West End Beach , at West End Avenue and the Boardwalk, be offered for lease by the City in accordance with the terms and conditions set forth in this resolution.

SECTION 1: RECEIPT OF BIDS

1. The Business Administrator, representing the City Council will publicly receive oral bids for the above mentioned lease on Wednesday, March 2, 2011, at 10:00AM prevailing time, in the Council Chambers, 2<sup>nd</sup> Floor, Municipal Building, 344 Broadway, Long Branch, New Jersey 07740.
2. The bid of the highest bidder will be conditionally accepted contingent upon formal action of the City Council at the next regularly scheduled Council Meeting after the date of receipt of bids.
3. A copy of the resolution setting forth the terms and conditions of the lease, and bid documents that must be completed by the successful bidder, are on file in the Purchasing Office , Municipal Building, 344 Broadway, Long Branch, New Jersey 07740 and may be picked up, or upon request, mailed to prospective bidders.
4. The term of the lease shall be for a three year period, and shall run from April 1st through September 30<sup>th</sup> of each year for 2011, 2012 and 2013. However the City reserves the right to cancel this lease at the end of any beach season if necessitated by an impending boardwalk improvement project or redevelopment of the area requiring vacation and/or demolition of the premises. In the event that the City intends to exercise this right, it will provide written notification to the lessee at least 60 days prior to the start of the next beach season of its intent to do so.

5. The minimum bid for said lease shall be \$ 6,500.00 (six thousand five hundred dollars) per season. Bidding will be in increments of at least \$100.00 (one hundred dollars)
6. In accordance with N.J.S.A. 52:32:44, the successful bidder will be required immediately upon the close of the bidding to provide a copy of a valid New Jersey Business Registration Certificate, or their bid cannot be accepted. This is a mandatory requirement of N.J. statutes and cannot be waived by the City. Therefore, prospective bidders are advised to apply for and obtain a Business Registration Certificate prior to the bid date. Information on Business Registration and a sample certificate are included in the bid package.
7. The City Council reserves the right to reject any bid that does not meet or exceed the specified minimum, to reject the bid of any bidder who does not comply with the terms and conditions of the lease as specified herein. If the bid of the high bidder is not accepted, the City reserves the right to reject all bids.
8. The successful bidder must provide Bid Security, in the form of cash or certified check, in the amount of 10% of the total bid, except that the security not exceed \$ 20,000.00 in accordance with N.J.S.A. 40A:11 Said bid security must be posted with the City Clerk within 24 (twenty four) hours of the date and time of the bid opening. Failure to provide the Bid Security as specified will result in rejection of the bid. The bid security will be held by the City until the successful bidder has executed the lease documents, and provided the required insurance certificates and paid the first installment of the annual rent.
9. In the event that the successful bidder does not execute the lease documents and/or provide the insurance certificates and/or pay the rent payment as specified above, the City may take action to rescind the award of this bid, in which case the bidder's security will be forfeited to defray the cost of re-advertising for bids for the lease.
10. All prospective bidders will be required to inspect the premises prior to bidding on this lease. Call the City's Purchasing Office at 732-571-5656 during regular business hours to arrange for an appointment with the City's Building Supervisor.
11. Other than the Exhaust Hood and Fire Suppression System, all equipment that may be on the premises is the property of the prior lessee, and will be removed prior to the start of the new lease. With regard to the City owned Exhaust Hood and Fire Suppression System, said equipment is made available, at no charge, for use by the Lessee, if so desired. The equipment is provided in "as is" condition and the City offers no warranty or guarantee for the equipment or its operation. The City will not be responsible for any repairs that may, at any time be necessary; nor will the equipment be replaced by the City in the event it is, or at any time becomes, obsolete, inoperable or un-repairable.

## SECTION 2 – CONDITIONS OF LEASE

1. For the purpose of definition, the terms “bidder” and “lessee: shall be considered synonymous.
2. The term of the lease shall be for three years and shall run from April 1<sup>st</sup> through September 30<sup>th</sup> of each year during 2011, 2012 and 2013, except for the reservation as detailed in Section 1, Paragraph 4 above.
3. This building is to be leased with the restriction that it may only be used to operate a concession stand, from which the lessee may vend any/all items normally classified as refreshments, sundries and bathing supplies. Additionally, for the convenience of the patrons of the West End beach, the lessee may have an employee walk the beach selling refreshments.
4. The Lessee may place adjacent to the concession stand tables and chairs for use by patrons. Size and number of tables and chairs, and their placement are subject to the approval of the Director of Building and Development, and in no case shall impede the flow of foot traffic along the boardwalk.
5. A complete menu and price list of all items to be sold, including weights and measures of all food and beverages, must be submitted to the City at the time of signing of the lease. The Lessee will not be permitted to sell or display any items which the City considers to be in poor taste or objectionable to the public.
6. During the term of the lease, the Lessee shall, at a minimum, operate the concession stand to coincide with the operation of the beach, which is open from 9AM to 5PM seven days per week, inclement weather excepted. Should the Lessee choose to operate the concession stand before or after beach hours during the beach season, or to operate the stand prior to the start of the beach season or after the Labor Day closing, Lessee shall seek prior permission of the City Administrator. As a condition of approval, a schedule and agreement must be negotiated with the City that would provide Comfort Station facilities during the concession stand’s operating hours beyond regular hours.
7. The concession stand shall be leased in “as is” condition. It will be the Lessee’s responsibility to make any and all necessary repairs to meet all State and Local Health and Fire codes, and to obtain a commercial Certificate of Occupancy from the City Fire Prevention Office, and a Mercantile Permit from the Department of Health. Further prospective bidders should make themselves familiar with the applicable Health and

Fire Codes prior to bidding for this lease, in order to ascertain the extent of repairs that may be required.

8. If the Lessee fails to complete any repairs required by State and Local Health and Fire Codes by May 15, 2011, the City shall have the right to void the lease and re-bid, with no credit to the defaulting bidder for any work which has been completed on the concession stand. The City may also keep as liquidated damages a portion of the lease payment and/or the bid security.
9. When the term of this lease expires, all repairs and/or renovations made to the concession stand by the lessee will revert to ownership of the City of Long Branch.
10. The concession stand must be inspected by officials from the City's Health and Fire Code Departments prior to opening each year for the term of the lease. Additionally, the Lessee must, each year, apply for, at his expense, a Mercantile Permit, and any other permits which may be required to operate the concession stand.
11. The Lessee will be responsible for providing to the City Fire Official a certification from the company with whom he/she contracts for maintenance of the "cooking suppression system". Cost of inspection, certification and any repairs or modifications that may be required shall be at the expense of the Lessee.
12. The Lessee shall be responsible to immediately repair any damage to the property or fixtures belonging to the City. The maintenance and upkeep of the facility, including any plumbing and/or general maintenance problems, shall be the responsibility of the Lessee and at his/her expense.
13. The Lessee must maintain the concession stand in a clean and tidy manner. This includes the area in the immediate vicinity of the concession stand. During the course of operation of the concession stand, the Lessee must comply with all local laws and ordinances.
14. The City will provide reasonable water service to the concession stand. However the Lessee is responsible for the cost of electric service from June 1 through September 30. The Lessee must insure that the utility company, as well as the City, has an "after season" address for final billing.
15. Annual rent shall be due and payable, in the form of a check made payable to the City of Long Branch, on April 1, 2011 in the amount of 100% of that year's rent. At that time, the Lessee must also submit, along with the required Certificates of Insurance as detailed in Item # 16 below, an inventory of all personal property fixtures to be kept on

the premises, and the menu for the coming season, including prices, weights and measures for the Business Administrator's review. Annual rent will be due on April 1<sup>st</sup> of subsequent years as described above.

16. The Lessee must provide proof of General Liability Insurance coverage in the amount of \$ 1,000,000.00 (one million dollars), and Property Liability Insurance coverage in the amount of \$ 100,000.00 (one hundred thousand dollars), with the City of Long Branch named as additional insured on each policy. The Lessee must also provide proof of Worker's Compensation coverage in the amounts required by law. The Lessee must also arrange for the City to be notified directly by the insurance company in the case of cancellation or change in the insurance coverage during the term of the lease. Proof of said insurance shall be submitted to the Business Administrator along with the initial payment of rent no later than April 1 of each year.
17. The Lessee shall not, during the term of the lease, install or erect any sign or other advertising matter on the bathing beach, nor permit posters or other display cards to be placed on the exterior of the said premise, or on the boardwalk in front thereof, without the prior written consent of the Business Administrator.
18. The Lessee must agree to execute the lease, as prepared by the City Attorney and in accordance with the terms and conditions as are contained in the basic form of the lease now on file with the Business Administrator, within five (50 days after notice by the City that the lease is ready for execution.
19. The successful bidder may not assign or sublet this lease without express written permission obtained in advance from the Business Administrator.
20. The City of Long Branch shall not be liable for any damage or loss of operation caused by wind, rain, ocean or condition thereof, nor any Act of God, nor from any civil disturbance or riot or damage from fire.

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

STATE OF NEW JERSEY  
COUNTY OF MONMOUTH  
CITY OF LONG BRANCH  
I, KATHY L. SCIMMEL, 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 JANUARY 25, 2011  
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 25 DAY OF JANUARY 20 11  
Kathy L. Scimmel  
MUNICIPAL CLERK, R.M.C.

**RESOLUTION INCREASING THE BID THRESHOLD  
FOR THE CITY OF LONG BRANCH**

**WHEREAS**, pursuant to Resolution No. 24-10 Michael Hrbek has been designated as the Purchasing Agent as well as Contracting Agent the City of Long Branch; and

**WHEREAS**, the City Purchasing Agent has been certified by the State of New Jersey Department of Community Affairs, as a Qualified Purchasing Agent; and

**WHEREAS**, pursuant to N.J.S.A. 40A:11-3 a governing body of a local unit of government with a Qualified Purchasing Agent may pass a Resolution increasing the bid threshold up to the statutory maximum bid threshold; and

**WHEREAS**, the bid threshold for contracting units is governed by the Local Public Contracts Law (N.J.S.A. 40A:11-2) and the Public School Contracts Law (N.J.S.A. 18A:18-2); and

**WHEREAS**, after open discussion by the Council and upon recommendation of the Purchasing Agent, the Business Administrator, Finance Director and the Council of the City of Long Branch that an increase of the bid threshold to \$31,000.00, as allowed by statute, and the quote threshold to \$4,650.00, as allowed by statute, is in the best interest of the citizens of the City of Long Branch.

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Council of the City of Long Branch that the bid threshold shall be increased to \$31,000.00 and the quote threshold be increased to \$4,650.00 in accordance with all applicable statutes as allowed by law in the State of New Jersey.

MOVED: Pallone  
SECONDED: Billings  
AND ADOPTED UPON THE FOLLOWING ROLL CALL  
AYES: 5  
NAYES: 0  
ABSENT: 0  
ABSTAIN: 0

STATE OF NEW JERSEY  
COUNTY OF MONMOUTH  
CITY OF LONG BRANCH  
I, CHARLENE L. SCHEMEL, 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 JANUARY 25, 2011  
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 26<sup>th</sup> DAY OF JANUARY 2011  
Charlene L. Schemel  
MUNICIPAL CLERK, CITY OF LONG BRANCH

**RESOLUTION  
2011 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 2010 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 .....\$ **1,288,621.93** in addition to the original temporary budget adopted January 1, 2011 in the amount of **\$15,300,000.00** for a total Year to Date temporary budget of **\$ 16,588,621.93**.

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 2010, and that in accordance with the Statute such item of appropriation will be included in the 2011 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: Pallone  
SECOND: Billings  
AYES: 5  
NAYES: 0  
ABSENT: 0  
ABSTAIN: 0

STATE OF NEW JERSEY  
COUNTY OF MONMOUTH  
CITY OF LONG BRANCH  
I, KATHY L. SCHEMLZ, 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 JANUARY 25, 2011  
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 25 DAY OF JANUARY, 20 11  
Kathy L. Schmelz  
MUNICIPAL CLERK, R.M.C.

# Budget Appropriations 2011

Emergency  
Temporary  
Budget Approp.  
01/25/2011

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Office of the Chief Administrator  
Office of Emergency Management  
Other Expenses

20,000.00  
Subscribe to Emergency  
Notification System

State and Federal Programs Off-Set by Revenues

---

U. S. Department of Justice  
Office of Justice Programs  
Edward Byrne Memorial Justice Assistance Grant

17,868.00 Grant through Neptune

State of New Jersey  
Recycling Tonnage Grant

46,926.93 State Grant

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84,794.93

R# 30-11

**RESOLUTION RELEASING ESCROW DEPOSIT**

PROJECT: Oceanview – KB, LLC  
BLOCK: 229  
LOT: 37

WHEREAS escrow funds have been posted for the above referenced project, and,

WHEREAS the application is complete.

WHEREAS the applicant has request the return of any escrow deposits; and

WHEREAS the Planning Division has reviewed said request and has recommended release of said guarantee

NOW THEREFORE BE IT RESOLVED by the Council of the City of Long Branch, County of Monmouth, that the Finance Director is hereby authorized to refund the application escrow funds in the amount of \$13,159.27, plus accrued interest if applicable, to

Oceanview – KB, LLC  
c/o Kelly Builders & Developers  
'14 Bridgewater Drive  
Oceanport, NJ 07757

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

STATE OF NEW JERSEY  
COUNTY OF MONMOUTH  
CITY OF LONG BRANCH  
I, KATHY L. SCHMELZ, MUNICIPAL CLERK OF THE CITY OF LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING TO BE A TRUE, COMPLETE AND CORRECT COPY OF RESOLUTION ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING HELD ON JANUARY 25, 2011  
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 26th DAY OF JANUARY, 20 11  
Kathy L. Schmels  
MUNICIPAL CLERK, R.M.C.

R# 31-11

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: Pallone

SECONDED: Billings

AYES: 5

NAYES: 0

ABSENT: 0

ABSTAIN: 0

I hereby certify the foregoing to be a true copy of a resolution adopted by the City Council at their Regular meeting held on JANUARY 25, 2011

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 26<sup>th</sup> day of JANUARY, 2011

Kathy L. Schmelz

Kathy L. Schmelz, RMC  
City Clerk

**PUBLIC NOTICE**

Notice is hereby given that the following bills will be submitted for payment approval as of January 25, 2011. 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 and 4:30 P.M. Monday through Friday.

- 279 Broadway Associates
- A.R. Communications
- AM/PM Services
- Ambassador Medical Services Co.
- American Hose & Hydraulics Co.
- Atlantic Plumbing Supply Corp.
- B & C Communications, Inc.
- Battery Mart
- BBP, LLC.
- Bette White Fernandez
- Beverly Baxter
- Big A Trucking Co.
- Boro Printing Inc.
- Bristol Donald Co., Inc
- Builders General
- Bullet Lock & Safe Co
- C.T.M. Bulk Handlers, Inc.
- CCH, Inc.
- Centra State Medical Center
- City of Long Branch Clearing Account
- City of Long Branch Clearing Account
- City of Long Branch Clearing Account
- City of Long Branch Payroll Agency
- City of Long Branch Payroll Agency
- Collage Video
- Concept Printing & Promotions
- Connelly Campion Wright
- Conte's Car Wash, Inc.
- Creative Product Sourcing
- Creative Product Sourcing
- Custom Bandag, Inc.
- Dell Computer Corp

Rent for Municipal Court & Drug Office - January 2011		
Repair (2) Radios - Fire Dept.		
Seminar - Preparing Bid Proposals - 01/07/2011 - City Clerk		
Pre-Employment Drug Testing - October to December 2010 - Human Services		
Misc. Parts for Fork Lift (PWF #2) - DPW		
Plumbing Materials for Library/ Coupling for Salt Truck - DPW		
Plumbing Equipment - Police Dept.		
Computer Equipment Central Supply		
Batteries to Replenish Central Supply		
Professional Services Rendered - Redevelopment Coordinator - December 2010		
Professional Services Rendered - 12/10 & 12/17/10 - Senior Affairs		
Tap Dance Instruction - Senior Affairs		
Supplies for Ceramic Classes - Senior Affairs		
Dump Truck/Loader Rental for Snow Removal at Pier Village - 12/30/2010 - DPW		
Envelopes with City Logo to replenish Central Supply - Purchasing		
Envelopes with City Logo to Public Works		
Plow Battery Cable - Public Works		
Materials for Fire Headquarters		
Miscellaneous Keys/Locks - December 2010 - Traffic Department		
1000 Gallon Truck Tank - DPW		
Accounting Desk Book & Federal Tax Course - Finance Director		
Accounting Desk Book & Federal Tax Course - 12/16-12/17/10 - Coastal Alliance		
It's up to you & Adventure to Health Program		
Reimburse Clearing Account	*	10,447.12
Reimburse Clearing Account	*	944,816.92
Reimburse Clearing Account	*	20,708.10
Reimburse Clearing Account	*	37,413.87
Reimburse Clearing Account	*	907,403.05
Reimburse Clearing Account	*	239.35
Reimburse Clearing Account	*	964.00
Payroll Dated 1/07/2011	*	162.14
Payroll Dated 1/07/2011	*	1,164.76
Videos for Giveaways and Exercise Classes - Senior Affairs	*	292.71
Videos for Giveaways with City Logo - Replenish Central Supply - Purchasing	*	496.10
Window Envelopes with City Logo - Officers Insurance Policy - Long Branch Arts Council	*	2,597.36
Amendment to Directors & Officers Insurance Policy - Long Branch Arts Council	*	7,203.15
Car Wash Contract - January 2011	*	112.41
Car Wash Contract for Dare Program - Coastal Alliance		
Promotional Items for Dare Program - Coastal Monmouth Alliance		
Giveaways (T-Shirts) for Oceanport Police Dept. - Coastal Monmouth Alliance		
Retread Sanitation Tires - DPW		
Various Computers and Supplies - OEM, Finance Director, Fire Headquarters		
Various Computers and Supplies - IT Admin, Payroll		
Miscellaneous Computer Supplies - IT Admin, Payroll		

\*\* SUBJECT TO COMPLETION OF PAYMENT PACKAGE



NRS  
 Office Needs  
 Party Fair  
 PC Mall Gov, Inc  
 Perry's Trophy Co.  
 Petroleum Traders Corp.  
 Petty Cash Fund c/o Ronald J. Mehlhorn Sr.  
 Port Chop  
 Red the Uniform Tailor  
 Riggins Incorporated  
 Rockafellers  
 Russomano Enterprises  
 Saker Shoprites, Inc  
 Sanitation Equipment Corp.  
 Scala's Pizza  
 Seaboard Welding Supply, Inc.  
 Seaside Materials Inc.  
 Sencor Equipment & Manufacturing Corp  
 Skip's Sports  
 Spartan Chassis  
 Staples Business Advantage  
 The Wall Street Journal  
 Treasurer, County of Monmouth  
 Treasurer, State of New Jersey  
 Treasurer, State of New Jersey  
 Treasurer, State of New Jersey  
 Treasurer, State of NJ - Dept. of Comm. Affairs  
 Trico Equipment Services, LLC.  
 Turnout Gear Repair Co.  
 UMDNJ-UBHC-BRTI-Traumatic Loss of Coalitions  
 United Parcel Service  
 Up-Tite Fasteners Inc  
 W.B. Mason Co.  
 W.W. Grainger, Inc.  
 WPCS International

**TOTAL CURRENT**

Oars for Kayaks - Recreation Department  
 Various Printer Cartridges - Various Departments  
 Supplies for Various Events - December 2010 - Senior Affairs  
 Computer Equipment - Finance Department  
 Appreciation Awards - Fire Department  
 Unleaded Gasoline - Delivered 12/9/2010 & 12/23/2010 - DPW  
 Petty Cash Fund  
 Food - Hazmat Training - OEM  
 Replacement Uniform - P.O. Kennedy - Police Department  
 Diesel Fuel - Delivered - 12/22/2010 - Public Works  
 Food - Snow Meals - 12/26 & 12/27/2010 - OEM, Public Works  
 Repair Vehicle - Recreation Dept.  
 Food for Various Events - December 2010 - Senior Affairs  
 Misc. Parts - Sanitation #40 - DPW  
 Snow Meals - 12/26, 12/27 & 12/29/2010 - Public Works  
 Welding Supplies & Industrial Gases - December 2010 - Police Dept. / DPW / Traffic  
 Mason Materials - Rebar - Fire Headquarters  
 Rental of Scaling Chisel - Public Works  
 T-shirts for Various Sports - Recreation Department  
 Door Locks - Fire #4-75 - Fire Dept.  
 Ink Cartridges - Finance Director  
 Subscription Renewal - Finance Director  
 Tipping Fees - December 2010 - Public Works  
 Marriage/Civil Union License Fees - Fourth Quarter 2010  
 Burial Permit Fees - Fourth Quarter 2010  
 State Training Fees - Fourth Quarter 2010  
 Misc. Parts - PW #105 - DPW  
 Repair 2 Sets of Turn Out Gear Pants - Fire Dept.  
 Conference Registration - LGBT Youth - 01/06/2011 - P.Strub - Human Services  
 Overnight Package - Health Department  
 Misc. Materials for Fire Headquarters  
 Copier Paper & Office Supplies - Various Depts.  
 Equipment for OEM - DPW / Misc. Parts - Municipal Garage  
 Misc. Repairs to Police Radios - Police Department

	565.78
	1,069.68
	125.00
	2,210.97
	1,045.00
	42,772.85
*	500.00
	217.50
	148.00
	10,642.00
	1,054.10
	1,289.00
	348.63
	229.79
	214.29
	591.34
	173.60
	17.00
	1,680.00
	325.70
	159.30
*	441.48
	61,351.37
*	1,125.00
*	10.00
	4,489.00
*	97.63
	105.00
	65.00
	32.98
	66.35
	6,893.31
	5,553.29
	952.00
	<u><u>2,312,196.00</u></u>

\*\* SUBJECT TO COMPLETION OF PAYMENT PACKAGE

\* DENOTES PREPAY

BBP, LLC.  
Greenbaum, Rowe, Smith & Davis  
Precise Construction

Professional Services Rendered - Pier Study - December 2010  
Legal Services Rendered - Pier Design - December 2010  
Improvements to Manahasset Creek Park & Long Branch Ave. - 7/14-11/15/2010

9,250.11 Final Pymt  
1,797.50 Pymt# 6  
338.79 Final Pymt

**TOTAL CAPITAL**

11,386.40

City of Long Branch Clearing Account  
City of Long Branch Clearing Account  
City of Long Branch Clearing Account  
City of Long Branch Payroll Agency  
City of Long Branch Payroll Agency  
Conte's Car Wash, Inc.  
Lous Uniforms  
Monmouth County SPCA  
NJ Dept. of Health & Senior Services

Reimburse Clearing Account  
Reimburse Clearing Account  
Reimburse Clearing Account  
Payroll Dated 1/07/2011  
Payroll Dated 1/07/2011  
Car Wash Contract - January 2011  
NJ Collar Pins - Animal Control Officer - Health Department  
Animal Shelter Services - December 2010  
Dog License Report - December 2010

\* 31.26  
\* 5,103.99  
\* 4.20  
\* 363.81  
\* 4,740.18  
\* 31.26  
\* 13.00  
\* 1,485.00 Pymt# 10  
\* 4.20

**TOTAL DOG**

11,776.90

Beverly Baxter  
Bullet Lock & Safe Co  
City of Long Branch Clearing Account  
City of Long Branch Clearing Account  
City of Long Branch Payroll Agency  
City of Long Branch Payroll Agency  
Conte's Car Wash, Inc.  
Precise Construction  
Thompson Design Group  
Trolly Tours, Inc.

Supplies for Ceramic Classes - Senior Affairs/Comm Develop. - October to December 2010  
Miscellaneous Keys & Locks - December 2010 - Community Development  
Reimburse Clearing Account  
Reimburse Clearing Account  
Payroll Dated 1/07/2011  
Payroll Dated 1/07/2011  
Car Wash Contract - January 2011  
Improvements to Manahasset Creek Park & Long Branch Ave. - 7/14-11/15/2010  
Reprint Redevelopment Books - Community Dev.  
Seniors Annual Trip - 12/11/2010 - Community Dev.

3,081.25  
75.00  
\* 52.10  
\* 5,847.91  
\* 419.79  
\* 5,428.12  
\* 52.10  
54,271.10 Final Pymt  
4,800.00  
950.00

**TOTAL HUD**

74,977.37

City of Long Branch Clearing Account	Reimburse Clearing Account	*	400.00
City of Long Branch Clearing Account	Reimburse Clearing Account	*	8,750.21
City of Long Branch Clearing Account	Reimburse Clearing Account	*	6,042.64
City of Long Branch Payroll Agency	Payroll Dated 1/07/2011	*	71.84
City of Long Branch Payroll Agency	Payroll Dated 1/07/2011	*	5,970.80
Danielle Golba	Professional Services - Stenographer for Planning & Zoning Board - January to April 2010	*	560.00
Edison Tax Services, LLC.	Tax Sale Premium	*	100.00
Elliot Loeb-Keogh Plan	Tax Sale Premium	*	100.00
International Salt Company	Tax Sale Premium	*	43,777.78
Lillian Zhang	Rock Salt - Delivered 01/07/2011 - Public Works	*	200.00
Precise Construction	Tax Sale Premium	*	33,441.10
	Improvements to Manahasset Creek Park & Long Branch Ave. - 7/14-11/15/2010		Final Pymt

**TOTAL TRUST OTHER**

99,414.37

\* DENOTES PREPAY

\*\* SUBJECT TO COMPLETION OF PAYMENT PACKAGE

RESOLUTION AMENDING PROFESSIONAL SERVICE CONTRACT  
FOR POLICE OFFICER REPRESENTATION  
(CHARLES M. MORIARTY, ESQ.)

WHEREAS, the City of Long Branch has previously, by passage of Resolution #R180-09 awarded a contract to Charles M. Moriarty, Esq. for professional legal services for the representation of Officer Robert Shamrock for charges brought against him by Gabriel Lopez Complaint #SC023258 and #SC023259; for a sum not to exceed \$ 750.00; and

WHEREAS, the City anticipates that the cost for additional legal services by Charles M. Moriarty, Esq. will exceed the contract amount and the Business Administrator has recommended that it is in the City's best interest to amend this contract; and

WHEREAS, the Chief Financial Officer of the City of Long Branch has certified, in accordance with the Certification of Funds annexed hereto that funds for said contract are available in the following appropriation # 1-01-014-202 in an amount not to exceed \$ 750.00

NOW THEREFORE BE IT RESOLVED, that the City Council of the City of Long Branch hereby amends the contract with Charles M. Moriarty, Esq. for legal services for a sum not to exceed \$ 1,500.00

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

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

MUNICIPAL CLERK  
CITY OF LONG BRANCH  
JENNIFER L. SCHWEGZ, 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 JANUARY 25, 2011  
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 26th DAY OF JANUARY 20 11  
Jennifer L. Schwegz  
MUNICIPAL CLERK, R.M.C.



**AMENDED AGREEMENT**

MADE THIS 25th day of January, 2011 by and between:

**CITY OF LONG BRANCH**  
344 Broadway  
Long Branch, NJ 07740

and

**CHARLES M. MORIARTY**  
212 Maple Avenue  
PO Box 578  
Red Bank, NJ 07701

WITNESETH:

**WHEREAS**, the city of Long Branch adopted a resolution declaring a need for professional services and authorized the Mayor to enter into the contract for said services with Charles Moriarty on June 23, 2009 by Resolution # 180-09.

**NOW THEREFORE, BE IT RESOLVED** in consideration of the execution of this amended agreement and the supplying of services hereunder, the parties agree as follows:

1. Charles Moriarty, Esq. was specifically retained to represent PTL Robert Shamrock for charges brought against him by Complaint #SC023258 and SC 023259 on behalf of the City of Long Branch on June 23, 2009.
2. This contract amendment shall increase the fee previously authorized from \$750.00 increasing the amount by \$750.00 to an amount not to exceed \$1,500.00.
3. Notice of this amended agreement shall be printed once in the official newspaper authorized by law to publish the City's legal advertisement.
4. A copy of this contract shall be in file and made available for public inspection in the office of the City Clerk of the City of Long Branch pursuant to N.J.S.A. 40a:11-5(1), together with the authorizing resolution.

5. The above named firm certifies that they have complied with the mandatory Affirmative Action language as more specifically set forth in Exhibit A attached hereto and incorporated herein.

CITY OF LONG BRANCH

WITNESS / ATTEST

BY: \_\_\_\_\_  
Adam Schneider, Mayor

\_\_\_\_\_  
Kathy L. Schmelz, RMC

Charles M. Moriarty, Esq.

BY: \_\_\_\_\_

WITNESS / ATTEST

\_\_\_\_\_

**CHARLES M. MORIARTY**

Attorney at Law  
212 Maple Avenue  
P.O. Box 578  
Red Bank, New Jersey 07701  
732-842-7773

Facsimile 732-842-1592

Charles M. Moriarty\*  
Kevin C. Moriarty

\*Certified Criminal Trial Attorney  
\*Certified Civil Trial Attorney

January 19, 2011

via fax (732) 222-2412 and regular mail

Long Branch Municipal Clerk's Office  
344 Broadway  
Long Branch, NJ 07740

Attention: Purchasing Department

Re: State vs. Robert Shamrock  
Complaint No. SC 023258 & SC 023259

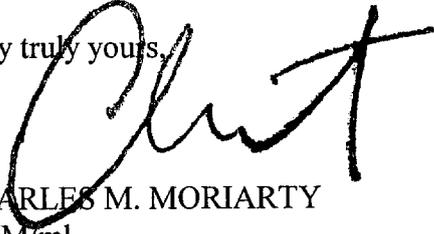
Dear Sir/Madam:

This letter will confirm that the above referenced matter has not yet been resolved. We are expecting at least three or four more court appearances and additional billing will be submitted not to exceed \$750.00.

Should you have any questions, please do not hesitate to contact me.

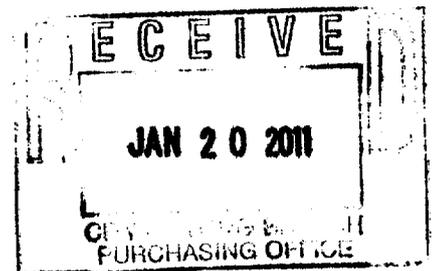
Thank you very much.

Very truly yours,



CHARLES M. MORIARTY  
CMM/ml

cc: Kathy Schmelz, City Clerk  
Alphonse Muolo, Director of Safety



R# 33-11

**RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE  
A CONTRACT WITH RONALD J. MEHLHORN, SR.**

**WHEREAS**, Ronald J. Mehlhorn, Sr., was appointed Director of Finance for the City of Long Branch on June 1, 1981; and

**WHEREAS**, Ronald J. Mehlhorn, Sr. has been granted tenure under NJSA 40A:9-140-8; and

**WHEREAS**, the City acknowledges Ronald J. Mehlhorn, Sr.'s dedication to duty, professionalism and loyalty over his more than twenty-five years of service with the City, and is desirous to ensure his continued employment with the City of Long Branch; and

**WHEREAS**, the Chief Financial Officer of the City of Long Branch has directed a Finance Department, which over a number of years has provided extraordinary services to the City of Long Branch in that each and every audit of the City's Finance Department, which is headed by Ronald J. Mehlhorn, Sr. has received exemplary audit reviews by outside auditors; and

**WHEREAS**, the Council of the City of Long Branch believes that the within Contract is appropriate for the services rendered, the length of dedicated service and the benefit to the City to retain Ronald J. Mehlhorn, Sr.'s services over the life of the contract.

**NOW THEREFORE BE IT RESOLVED** that the Mayor of the City of Long Branch be and the same hereby is authorized to execute the contract in the form annexed hereto and made a part hereof.

MOVED: Pallone  
SECOND: Billings

AYES: 5  
NAYES: 0  
ABSENT: 0  
ABSTAIN: 0

STATE OF NEW JERSEY  
COUNTY OF MONMOUTH  
CITY OF LONG BRANCH  
I, KATHY L. SCHEMEL, 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 JANUARY 25, 2011  
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 26th DAY OF JANUARY 2011



**CITY OF LONG BRANCH  
CONTRACT OF EMPLOYMENT**

THIS EMPLOYMENT CONTRACT is made and entered into this 25th day of January 2011 by and between **CITY OF LONG BRANCH** With offices located at 344 Broadway Long Branch, New Jersey (hereinafter referred to as the "City") and **RONALD J. MEHLHORN, SR,** 114 Washington Street, Long Branch, New Jersey (hereinafter referred to as "Mehlhorn").

**WITNESSETH:**

**WHEREAS,** Ronald J. Mehlhorn Sr., was appointed Director of Finance for the City of Long Branch on June 1, 1981, and,

**WHEREAS,** Mehlhorn has been granted tenure under N.J.S.A.40A: 9-140-8, and,

**WHEREAS,** the City acknowledges Mehlhorn's dedication to duty, professionalism and loyalty over his more than twenty-nine years of service with the City, and is desirous to insure his continued employment with the City of Long Branch, and,

**WHEREAS,** pursuant to N.J.S.A.40:69A-31, et seq., the City is empowered to establish the terms of office, duties and compensation of its officers, agents and employees; and

**WHEREAS,** the City desires to provide Mehlhorn with a written employment contract in order to enhance administrative stability and continuity within the system; and

**WHEREAS,** both parties believe that a written employment contract is necessary to describe specifically their relationship and serve as the basis of effective communication between them as they fulfill their duties and financial administrative function for the operation of the government for the City of Long Branch.

**NOW, THEREFORE,** in consideration of One (\$1.00) Dollar, the parties agree as follows:

**CITY OF LONG BRANCH  
CONTRACT OF EMPLOYMENT**

**I. DUTIES**

Mehlhorn's duties are as prescribed by statute for the Chief Financial Officer of the Municipality.

**II. COMPENSATION**

A. Mehlhorn's salary shall be set by City Ordinance at the same time as other employees' salaries are established. Said compensation will be payable in equal bi-weekly installments or in the same manner as other City employees are paid.

**III. TERMS**

The term of employment shall be dictated by regulations governing tenured Finance Officers in the State of New Jersey (N. J. S. A. 40A:9-140-8). The term of this contract shall be from July 1, 2010 to June 30, 2014.

**IV. WORKING FACILITIES**

A. Mehlhorn shall be furnished with a private office, clerical help, and such facilities and services suitable to his position and adequate to the performance of his duties.

B. Seminars and courses offered by public or private institutions relating to Mr. Mehlhorn's licenses as a CPA, RMA CMFO and Licensed Public School Accountant, (Continuing Education Requirements) shall be paid for by the City.

**CITY OF LONG BRANCH  
CONTRACT OF EMPLOYMENT**

C. Informational meetings with other persons whose particular skills or backgrounds would serve to improve the capacity of the Finance Director's performance and professional responsibilities for the City shall be paid for by the City.

D. It is acknowledged that Mehlhorn is a salaried employee and as such is expected to work at least five days or forty hours (exclusive of one hour daily lunch) per week. Any week in which the aforesaid is not met will require the use of sick, vacation or personal time to meet said minimum.

**V. BENEFITS**

A. SICK LEAVE: Effective July 1<sup>st</sup> of each year Mehlhorn shall be entitled to Twenty (20), fully accrued and available, sick leave days. All unused sick leave days shall be accumulated. Upon separation from employment as a result of resignation, permanent layoff, termination for good cause, death, or retirement, Mehlhorn shall be compensated for any unused sick days he possesses at that time pursuant to and consistent with City Ordinance, currently set at a maximum of \$15,000.00 In case of death, unused sick leave will be paid to the spouse of Mehlhorn or to his Estate, if there be no spouse.

B. VACATION: Effective July 1<sup>st</sup> of each year Mehlhorn shall be entitled to Thirty (30), fully accrued and available, vacation leave days. All unused Vacation leave days shall be accumulated.

**CITY OF LONG BRANCH  
CONTRACT OF EMPLOYMENT**

Upon separation from employment as a result of resignation, permanent layoff or for termination for good cause, death or retirement, all unused days shall be compensated at 100% value. In case of death, unused vacation leave will be paid to the spouse of Mehlhorn or to his Estate, if there be no spouse.

It is further agreed that Mehlhorn shall be entitled to utilize any and all vacation time as Terminal leave prior to his final retirement date, without restriction as to other employment.

In the event Mehlhorn shall resign, be separated from his position due to no fault of his own, or having been laid off, discharged with or without cause, retired or deceased, he shall be compensated for the accrued vacation allotment at 100% value. In case of his demise said sum, due and owing, shall be paid to his spouse, or, if there be none, to his Estate.

**VI. OTHER BENEFITS**

The following benefits shall be at least equal to those offered to other Directors in accordance with the contract in effect with Local 152 (Supervisor's Union) for the following:

Pension Plan (P.E.R.S)

Longevity

Health and Medical Benefits (including Dental plans)

Personal Days

Holidays \* (In the event Mehlhorn feels it is in the best interest of the City to work on a holiday, then Mehlhorn will be entitled to take another day off without charge to Sick, Vacation or Personal time.

**CITY OF LONG BRANCH  
CONTRACT OF EMPLOYMENT**

**Note: Effective January 1, 2011, Mehlhorn shall contribute a total of 20% of the cost of his Medical Benefits.**

**VII. VEHICLE AND EXPENSE**

The City agrees to make available to Mehlhorn an automobile to be used in connection with his position with the City and agrees to pay for all of the operational expenses in connection with the business use of said vehicle.

It is further understood, that minor personal use of said vehicle is authorized. Mehlhorn will be responsible for reporting the commuter rate of compensation for this fringe benefit, in accordance with IRS regulations.

**VIII. TERMINATION OF EMPLOYMENT**

This Employment Contract may be terminated by:

- A. Mutual agreement of the parties.
- B. Retirement of Mehlhorn.
- C. Permanent disability of Mehlhorn.
- D. Misconduct and/or failure to carry out his duties

In the event the City seeks to remove Mehlhorn for cause under this section, it shall be required to do so in accordance by procedures proscribed in N.J.S.A. 40A:9-140-9, dealing with **“Removal from office; complaint; hearing; review”**.

**CITY OF LONG BRANCH  
CONTRACT OF EMPLOYMENT**

**IX. INDEMNIFICATION**

Whenever any civil action has been or shall be brought against Mehlhorn for any act or omission arising out of or in the course of the performance of his duties, the City shall defray all costs of defending such action, including reasonable counsel fees and expenses, together with the costs of appeal, if any, and shall save harmless and protect Mehlhorn from any financial loss resulting there-from. The City shall have sole discretion in the hiring of any attorney and establishing the rates and charges for such representation.

In the event that any criminal action shall be brought against Mehlhorn for any act or omission arising out of or in the course of the performance of his duties, the City, upon a non-guilty determination, shall reimburse Mehlhorn for any and all costs of defending such action, including reasonable counsel fees and expenses, together with the costs of appeal, if any. Mehlhorn shall have the sole discretion in the hiring of any such attorney for such defense, subject, however, to prior approval by the City as to the rate and charges for same.

**X. WAIVER**

It is understood and agreed between the parties hereto that no waiver or breach by either party of any provision of this Agreement shall be construed to constitute a waiver of subsequent breaches.

**CITY OF LONG BRANCH  
CONTRACT OF EMPLOYMENT**

**XI. APPLICABLE LAW**

The parties hereby acknowledge and agree that this Contract shall be construed under the laws of the State of New Jersey.

**XII. SEVERABILITY**

If any paragraph or provision of this Contract shall be adjudged invalid, such adjudication shall apply only to the paragraph or provision so invalidated and the remainder of this Contract shall be deemed valid and effective.

**IN WITNESS WHEREOF**, the parties hereto set their signatures to this Contract on the day and year first above written.

Attested by:

**CITY OF LONG BRANCH**

\_\_\_\_\_  
Kathy Schmelz, City Clerk

\_\_\_\_\_  
Adam Schneider, Mayor

Dated:

Dated:

Attested by:

\_\_\_\_\_  
Ronald J. Mehlhorn Sr.

Dated:

Dated:

R# 34-11

**RESOLUTION DESIGNATING PUBLIC  
AGENCY COMPLIANCE OFFICER FOR  
THE YEAR 2011**

**WHEREAS**, pursuant to the requirements of PL 1975 Chapter 17 (NJAC 17:27), all public agencies shall by January 10<sup>th</sup> of each year, designate an employee or official, to serve as its Public Agency Compliance Officer, (P.A.C.O.) and notify the State of New Jersey, Department of Treasury of said action; and

**WHEREAS**, the function of the Public Agency Compliance Officer is to maintain liaison with and assist the State Treasurer in the implementation of PL 1975, Chapter 127; and

**WHEREAS**, it would be in the City's best interest to designate the Business Administrator to act as the Public Agency Compliance Officer.

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of Long Branch that Howard Woolley, Business Administrator is hereby designated as the City of Long Branch Public Agency Compliance Officer for a term to expire on December 31, 2011.

**BE IT FURTHER RESOLVED**, that a certified copy of this resolution be forwarded to the Affirmative Action Office of the State of New Jersey, Department of Treasury.

MOVED: *Pallone*  
SECONDED: *Billings*

AYES: *5*  
NAYES: *0*  
ABSENT: *0*  
ABSTAIN: *0*

STATE OF NEW JERSEY  
COUNTY OF MONMOUTH  
CITY OF LONG BRANCH  
I, KATHY L. SCHEMEL, 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 JANUARY 25, 2011  
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 25 DAY OF JANUARY, 2011  
*Kathy L. Schemel*  
MUNICIPAL CLERK, R.M.C.