

RESOLUTIONS ADOPTED BY CITY COUNCIL APRIL 24, 2012

R97-12 RESOLUTION ADOPTION OF 2012 MUNICIPAL BUDGET

R98-12 RESOLUTION AUTHORIZING THE CITY OF LONG BRANCH TO PROVIDE MANPOWER AND EQUIPMENT TO RAKE THE BEACH AT OCEAN COVE CONDOMINIUMS FOR 2012 SUMMER SEASON

R99-12 RESOLUTION AUTHORIZING THE CITY OF LONG BRANCH TO PROVIDE MANPOWER AND EQUIPMENT TO RAKE THE BEACH AT MONMOUTH BEACH FOR THE 2012 SUMMER SEASON

R100-12 RESOLUTION REGARDING MOSQUITO CONTROL

R101-12 RESOLUTION TO REFUND OVERPAYMENT OF TAXES DUE TO A TAX COURT OF NEW JERSEY JUDGMENT

R102-12 RESOLUTION AUTHORIZING THE CITY OF LONG BRANCH TO ENTER INTO AN AGREEMENT WITH PROPERTY OWNERS OF BLOCK 127, LOTS 4, 5 AND 6 TO MAINTAIN VACANT LAND DAMAGED BY FIRE WITHIN LONG BRANCH

R103-12 RESOLUTION ESTABLISHING CASH MANAGEMENT POLICY OF THE CITY OF LONG BRANCH

R104-12 RESOLUTION ESTABLISHING CASH MANAGEMENT PLAN FOR THE CITY OF LONG BRANCH

R105-12 RESOLUTION 2012 EMERGENCY TEMPORARY APPROPRIATIONS

R106-12 RESOLUTION APPROVAL PAYMENT OF BILLS

R107-12 RESOLUTION APPROVING AGREEMENT FOR THE CITY OF LONG BRANCH POLICE DEPARTMENT E-TICKET PROGRAM WITH GOLD TYPE BUSINESS MACHINES, INC. AND AUTHORIZING THE MAYOR TO EXECUTE AN END USER LICENSE HARDWARE, SET UP AND SUPPORT AGREEMENT

SECTION 2 - UPON ADOPTION FOR YEAR 2012
 (Only to be included in the Budget as Finally Adopted)
RESOLUTION

Be it Resolved by the City Council of the City of Long Branch, County of Monmouth, that the budget hereinbefore set forth is hereby adopted and shall constitute an appropriation for the purposes stated of the sums therein set forth as appropriations, and authorization of the amount of:

- (a) \$ 34,282,878.62 (Item 2 below) for municipal purposes, and
- (b) \$ 0.00 (Item 3 below) for school purposes in Type I School Districts only (N.J.S. 18A:9-2) to be raised by taxation and,
- (c) \$ 0.00 (Item 4 below) to be added to the certificate of amount to be raised by taxation for local school purposes in Type II School Districts only (N.J.S. 18A:9-3) and certification to the County Board of Taxation of the following summary of general revenues and appropriations.
- (d) \$ 0.00 (Sheet 43) Open Space, Recreation, Farmland and Historic Preservation Trust Fund Levy
- (e) \$ 1,575,139.75 (Sheet 38) Minimum Library Levy

RECORDED VOTE (insert last name)	Ayes	Nays	Abstained	Absent
	{ Bastelli Billings Celli Pallone Siranni }	{ NONE }	{ NONE }	{ NONE }

SUMMARY OF REVENUES

1. General Revenues					
Surplus Anticipated		08-100	\$	2,240,000.00	
Miscellaneous Revenues Anticipated		13-099	\$	10,771,981.63	
Receipts from Delinquent Taxes		15-499	\$	1,530,000.00	
2. AMOUNT TO BE RAISED BY TAXATION FOR MUNICIPAL PURPOSES (Item 6(a), Sheet 11)		07-190	\$	34,282,878.62	
3. AMOUNT TO BE RAISED BY TAXATION FOR SCHOOLS IN TYPE I SCHOOL DISTRICTS ONLY:					
Item 6, Sheet 42		07-195	\$	0.00	
Item 6(b), sheet 11 (N.J.S. 40A:4-14)		07-191	\$	0.00	
Total Amount to be Raised by Taxation for School:		5		0.00	
4. To Be Added TO THE CERTIFICATE FOR AMOUNT TO BE RAISED BY TAXATION FOR SCHOOLS IN TYPE II SCHOOL DISTRICTS ONLY:					
Item 6(b), Sheet 11 (N.J.S. 40A:4-14)		07-191	\$	0.00	
5. AMOUNT TO BE RAISED BY TAXATION MINIMUM LIBRARY LEVY		07-192		1,575,139.75	
Total Revenues		13-299	\$	50,400,000.00	

R# 98-12

**RESOLUTION AUTHORIZING THE CITY OF LONG BRANCH TO PROVIDE
MANPOWER AND EQUIPMENT TO RAKE THE BEACH AT OCEAN COVE
CONDOMINIUMS FOR THE 2012 SUMMER SEASON**

WHEREAS, Ocean Cove Condominiums located in the City of Long Branch will operate beachfront operations for its residents and guests and will station lifeguards at that location for their protection and the protection of the citizens of the City of Long Branch; and

WHEREAS, the City of Long Branch provides manpower through its Department of Recreation and has the equipment necessary to rake the beach at Ocean Cove Condominiums; and

WHEREAS, Ocean Cove Condominiums wishes to utilize the services, manpower and equipment, which the City of Long Branch can provide, provided that same does not adversely affect the maintenance of the City of Long Branch's bathing beaches; and

WHEREAS, Ocean Cove Condominiums agrees to pay the City of Long Branch a sum of \$100.00 per hour for services rendered by the City of Long Branch; and

WHEREAS, the fee is to cover labor and equipment and all such costs that may be incurred by the City of Long Branch in providing such services; and

WHEREAS, the City Council of the City of Long Branch is of the opinion that entering into such an agreement with the Ocean Cove Condominiums will not adverse the impact of the maintenance of the City of Long Branch bathing beaches and that the contract to be entered into must contain such a provision.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Long Branch that the Mayor is authorized to execute an agreement annexed hereto and made a part hereof, whereby the City of Long Branch shall provide manpower and equipment to rake the beach at Ocean Cove Condominiums, provided that such work does not adverse the impact upon the maintenance of the City of Long Branch's bathing beaches.

MOVED: *Siranni*
SECONDED: *Pallone*

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

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH
I, KATHY L. SCHMELZ, MUNICIPAL CLERK OF THE CITY OF
LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING
TO BE A TRUE, COMPLETE AND CORRECT COPY OF
RESOLUTION ADOPTED BY THE CITY COUNCIL AT A
REGULAR MEETING HELD ON April 24, 2012
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 April, 2012
Kathy L. Schmeltz
MUNICIPAL CLERK, R.M.C.

R# 99-12

**RESOLUTION AUTHORIZING THE CITY OF LONG BRANCH TO PROVIDE
MANPOWER AND EQUIPMENT TO RAKE THE BEACH AT MONMOUTH
BEACH FOR THE 2012 SUMMER SEASON**

WHEREAS, the beachfront and beach area of Monmouth Beach is adjacent to the beach of the City of Long Branch; and

WHEREAS, the City of Long Branch provides manpower through its Department of Recreation and has the equipment necessary to rake the beach at Monmouth Beach; and

WHEREAS, the Borough of Monmouth Beach wishes to utilize the services, manpower and equipment, which the City of Long Branch can provide, provided that same does not adversely affect the maintenance of the City of Long Branch's bathing beaches; and

WHEREAS, the Borough of Monmouth Beach agrees to pay the City of Long Branch a sum of \$100.00 per hour for services rendered by the City of Long Branch; and

WHEREAS, the fee is to cover labor and equipment and all such costs that may be incurred by the City of Long Branch in providing such services; and

WHEREAS, the City Council of the City of Long Branch is of the opinion that entering into such an agreement with the Borough of Monmouth Beach will not adverse the impact of the maintenance of the City of Long Branch bathing beaches and that the contract to be entered into must contain such a provision.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Long Branch that the Mayor is authorized to execute an agreement annexed hereto and made a part hereof, whereby the City of Long Branch shall provide manpower and equipment to rake the beach at Monmouth Beach, provided that such work does not adverse the impact upon the maintenance of the City of Long Branch's bathing beaches.

MOVED: Sirianni
SECONDED: Pallone

AYES: 5
NAYS: 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
RESOLUTION ADOPTED BY THE CITY COUNCIL AT A
REGULAR MEETING HELD ON April 24, 2012
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 21 DAY OF April, 2012
Kathy L. Scheele
MUNICIPAL CLERK, R.N.J.

BOROUGH OF MONMOUTH BEACH

RESOLUTION #R-42-12

**Authorizing An Interlocal Service Agreement with the
City of Long Branch**

WHEREAS, the Borough of Monmouth Beach is an adjacent municipality to the City of Long Branch with beachfront and beach areas adjacent to each other; and

WHEREAS, in the several years past, the city of Long Branch provides the manpower through the Department of Recreation, and has the necessary equipment to rake the beach as needed at the Monmouth Beach Bathing Pavilion; and

WHEREAS, the Borough of Monmouth Beach wishes to again utilize itself of the services, manpower, and equipment, which the city of Long Branch can provide, provided that same does not adversely affect the maintenance of the City of Long Branch's bathing beaches; and

WHEREAS, the Borough of Monmouth Beach agrees to pay to the City of Long Branch the sum of \$100.00 per hour to cover the labor and equipment costs and all such services rendered by the City of Long Branch to the Borough of Monmouth Beach; and

WHEREAS, the term of this agreement is May, 2012 through the end of the beach season which shall be no later than September 30, 2012; and

WHEREAS, the Board of Commissioners of the Borough of Monmouth Beach believe it is good policy for the residents and taxpayers of the Borough of Monmouth Beach to have an Interlocal Service Agreement for this shared service for the purpose stated herein.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Borough of Monmouth Beach that the Mayor and Clerk of the Borough of Monmouth Beach be and the same are hereby authorized to execute an Interlocal Services Agreement with the City of Long Branch for Beach Raking Services; and

BE IT FURTHER RESOLVED that a certified copy of this resolution be forwarded by the Borough Clerk to the City Clerk of the City of Long Branch.

ATTEST:

Joyce L. Escalante, RMC
Municipal Clerk
April 10, 2012

R# 100-12

RESOLUTION REGARDING MOSQUITO CONTROL

WHEREAS, the Federal Aviation Regulations requires the Monmouth County Mosquito Extermination Commission to obtain written approval from local governing bodies for its Aerial Spray Program; and

WHEREAS, said commission anticipates the resumption of its Aerial Spray Program on or about April 15, 2012 and continuing through November 30, 2012 and will notify the local police prior to every application.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Long Branch that they hereby authorize the Monmouth County Mosquito Extermination to apply pesticides from aircraft to control mosquitoes over portions of the City, only those which have significantly high mosquito populations to be either a nuisance or health hazard.

MOVED: Sirianni
SECONDED: Pallone

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

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH
I, KATHY L. SCHEMELZ, MUNICIPAL CLERK OF THE CITY OF
LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING
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REGULAR MEETING HELD ON April 24, 2012
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 April 2012

Kathy L. Schemelz
Municipal Clerk

R# 101-12

**RESOLUTION TO REFUND OVERPAYMENT
OF TAXES DUE TO A
TAX COURT OF NEW JERSEY JUDGMENT**

WHEREAS, the City of Long Branch has received from the Tax Court of New Jersey judgment(s) reducing the assessment on certain property for the years indicated and,

WHEREAS, the taxes on the certain property for the years indicated are overpaid and,

WHEREAS, in most of the cases a stipulation having been filed with the judgment indicating that relief from the same be made by way of credit to the taxpayer's account and,

BE IT RESOLVED, that the City of Long Branch refund to the taxpayer(s) shown the amount of the tax overpaid and,

NOW THEREFORE BE IT RESOLVED, that the Finance Department is hereby authorized to issue an individual check(s) to the taxpayer(s) or to the City of Long Branch, where a credit is to be given rather than a refund, as shown on the attached sheet charging taxes for the years indicated in the amount of \$51,302.71.

OFFERED: Sirianni
SECOND: Pallone
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
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JERSEY THIS 25th DAY OF April, 2012
Kathy L. Schemel
MUNICIPAL CLERK, E.T.C.

BLOCK	LOT	NAME	YEAR	AMOUNT
407	15	City of Long Branch Account of: LB Buena Vista, LLC	2010	15,382.02
			2011	17,452.11
471	4	City of Long Branch Account of: Squillari, Richard Armond	2010	3,564.42
			2011	7,400.30
153	22	City of Long Branch Account of: LB Cottage PL LLC	2009	3,081.52
			2011	2,704.65
17	1.03	City of Long Branch Account of: Zendell, David J & Randy J	2011	1,717.69

R# 102-12

RESOLUTION AUTHORIZING THE CITY OF LONG BRANCH TO ENTER INTO AN AGREEMENT WITH PROPERTY OWNERS OF BLOCK 127, LOTS 4, 5 AND 6 TO MAINTAIN VACANT LAND DAMAGED BY FIRE WITHIN THE LONG BRANCH.

WHEREAS, a severe fire has destroyed properties located in the West End section in Block 127, Lots 4, 5, and 6 within the City of Long Branch; and

WHEREAS, the property owners have agreed to allow the City of Long Branch to maintain the properties which are vacant by raking and planting grass and maintain the property until September 15, 2012, pursuant to the terms of the Agreement annexed hereto and made a part hereof; and

WHEREAS, the Mayor and the City Council of the City of Long Branch believes that the actions taken by the City of Long Branch will vastly improve the overall look of the area and could lead to a more timely development of the site by the property owners or other potential developers; and

WHEREAS, this Agreement would be in the best interests of the citizens of the City of Long Branch.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Long Branch that the Mayor of the City of Long Branch be and the same is authorized to execute the Agreement annexed hereto and made a part hereof in order to allow the City of Long Branch to maintain the properties located in the West End section in Block 127, Lots 4, 5, and 6 which are vacant by raking and planting grass and maintain the property until September 15, 2012.

MOVED: Sirianni
SECONDED: Pallone
AYES: 5
NAYES: 0
ABSENT: 0
ABSTAIN: 0

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH
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LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING
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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 24 DAY OF April 2012
Kathy L. Schemelz
Municipal Clerk

AGREEMENT

THIS Agreement made this _____ day of _____ 2012

BY AND BETWEEN

SUE WEINBERG
55 Brighton Avenue
Long Branch, NJ 07740

EMGEE REALTY, LLC
57-61 Brighton Avenue
Long Branch, NJ 07740

LARU BRIGHTON, LLC
63-67 Brighton Avenue
Long Branch, NJ 07740

AND

CITY OF LONG BRANCH,
with offices located at
344 Broadway
Long Branch, New Jersey 07740

WITNESSETH:

WHEREAS, Sue Weinberg is the owner of property located at Block 127, Lot 4, commonly known as 55 Brighton Avenue in City of Long Branch; and

WHEREAS, EMGEE Realty, LLC is the owner of property located at Block 127, Lot 5, commonly known as 57-61 Brighton Avenue 16A-P in the City of Long Branch; and

WHEREAS, LARU Brighton, LLC is the owner of property located at Block 127, Lot 6, commonly known as 63-67 Brighton Avenue in the City of Long Branch; and

WHEREAS, the three property owners named above suffered total loss of their properties as a result of a fire in 2012; and

WHEREAS, the three properties are now vacant land; and

WHEREAS, the City of Long Branch has agreed to rake, plant grass and maintain said properties through September 15, 2012; and

WHEREAS, all property owners agree and give their written permission to the City of Long Branch in order to allow the City to rake, plant grass and maintain said properties through September 15, 2012.

NOW, THEREFORE BE IT AGREED by the City of Long Branch and SUE WEINBERG, EMGEE REALTY, LLC and LARU BRIGHTON, LLC shall indemnify and hold harmless the City of Long Branch for any damage that would occur to the property and any claims that would arise against the property owners due to the negligence of the City of Long Branch due to raking, planting grass and maintaining the premises through September 15, 2012.

BE IT FURTHER AGREED that the City of Long Branch shall make no charges to the property owners for this service.

BE IT FURTHER AGREED that the property owners shall seek no compensation from the City of Long Branch for said work.

BE IT FURTHER AGREED that this agreement is the only agreement by and between the parties and there is no agreement in place as to future development of any of the above properties or above property owners.

IN WITNESS WHEREOF, the City has executed this Agreement this _____ day of _____, 2012.

CITY OF LONG BRANCH

WITNESS:

ADAM SCHNEIDER, Mayor

SUE WEINBERG

WITNESS:

EMGEE REALTY, LLC

WITNESS:

LARU BRIGHTON, LLC

WITNESS:

RESOLUTION ESTABLISHING
CASH MANAGEMENT POLICY OF THE CITY OF LONG BRANCH

Be it resolved by the City Council of the City of Long Branch , County of Monmouth, That the Chief Financial Officer shall administer the cash management plan adopted on January 1, 2012 through compliance with 40A~5-1 et seq., prudent application of these cash management policies, which shall not conflict the plan in any way.

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

Security, liquidity, and yield.

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

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

- a. Limiting investments to the safest types of securities (*indicate rating and agencies to be used*)
- b. Pre-qualifying the financial institutions, broker/dealers, intermediaries, and advisors with which an entity will do business.
- c. Diversifying the investment portfolio

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

- a. Structuring the investment portfolio so that securities mature to meet cash requirements for ongoing operations thereby avoiding the need to sell securities on the open market prior to maturity, and
- b. By investing operating funds primarily in shorter-term securities. *Indicate the number of years*

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

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

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

11. Standards of Care

A. Prudence

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

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

B. Ethics and Conflicts of Interest

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

C. Delegation of Responsibility and Authority

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

III. Safekeeping and Custody

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

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

C. Internal Controls

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

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

b. the valuation of costs and benefits of internal controls requires estimates and judgments by management. 2. Internal control practices shall address the following points:

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

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

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

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

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

f. Written confirmation or telephone transactions for investments and wire transfer. Due to the potential for error and improprieties arising from telephone transactions, all telephone transactions should be supported by written communications and approved by the appropriate person, Written communication may be via fax if on letterhead and the safekeeping institution has a list of authorized signatures.

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

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

IV. Reporting

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

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

V Policy

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

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

OFFERED: Sirianni
SECOND: Pallone
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
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REGULAR MEETING HELD ON April 24, 2012
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 April, 2012
Kathy L. Schmelz
MUNICIPAL CLERK, R.M.C.

R# 104-12

RESOLUTION ESTABLISHING
CASH MANAGEMENT PLAN FOR THE CITY OF LONG BRANCH

Be it resolved by the Council of the City of Long Branch, *County of Monmouth*, that for the year 2012, the following shall serve as the cash management plan of the City.

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

The following are authorized as suitable investments

- Interest-bearing bank accounts and certificates of deposit in authorized banks, listed below, for deposit of local unit funds.
- Government money market mutual funds as comply with N.J.S.A. 40A:5-15. I(e)
- Any federal agency or instrumentality obligation authorized by Congress that matures within 397 days from the date of purchase, and has a fixed rate of interest not dependent on any index or external factors.
- Bonds or other obligations of the local unit or school district of which the local unit is a part.
- Any other obligations with maturates not exceeding 397 days, as permitted by the Division of Investments.
- Local government investment pools which comply with N.J.S.A. 40A:5-15. I (c) and conditions set by the Division of Local Government Services.
- New Jersey State Cash Management Fund.
- Repurchase agreements (repos) of fully collateralized securities which comply with N.J.S.A. 40A 5- 15 1 (a),

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

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 COUNTY OF MONMOUTH
 CITY OF LONG BRANCH
 I, KATHY L. SCHELEZ, MUNICIPAL CLERK OF THE CITY OF
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 CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW
 JERSEY THIS 25th DAY OF April 2012
Kathy Schelez
 MUNICIPAL CLERK

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

Bank of America
Investors Bank
Kearny Federal Savings Bank
RSI Bank
Sovereign Bank
Wells Fargo Bank

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

The above referenced banking and savings institutions are hereby authorized to honor and pay checks, drafts and warrants drawn on the several accounts in said banking institutions, when same are signed in the name of the City of Long Branch by Adam Schneider, Mayor, Howard H. Woolley Jr., Business Administrator, and Ronald J. Mehlhorn Sr., Director of Finance or Michael Martin, Municipal Comptroller.

The following are approved security broker/dealers

No designated firms as of January 1, 2012.

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

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

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

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

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

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

**RESOLUTION
2012 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 2012 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 \$ **17,764,483.43** in addition to the original temporary budget adopted January 1, 2012 in the amount of \$ **15,399,248.73** for a total Year to Date temporary budget of \$ **33,163,732.16**

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 2012, and that in accordance with the Statute such item of appropriation will be included in the 2012 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: Sirianni
SECOND: Pallone
AYES: 5
NAYES: 0
ABSENT: 0
ABSTAIN: 0

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH
I, KATHY L. SCHELEZ, 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 April 24, 2012
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 April, 2012
Kathy L. Schelez
MUNICIPAL CLERK, R.M.C.

Temp. Budget Appropriations 2012	Emergency Temporary Budget Approp. 04/24/2012	MEMO
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Department of Public Safety
 Division of Police
 Other Expenses

50,000.00 E-Ticketing contract Award

Accumulated Leave Compensation
 Salaries and Wages

Payment for accumulated leave
 upon seperation of Employment

250,000.00

R# 106-12

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: Sirianni
SECONDED: Pallone

AYES: 5

NAYES: 0

ABSENT: 0

ABSTAIN: 0

State of New Jersey
County of Monmouth
City of Long Branch

I, Kathy L. Schmelz, City Clerk of the City of Long Branch do hereby certify the foregoing to be a true copy of a Resolution adopted by the City Council at a Regular Meeting held on April 24, 2012.

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 April, 2012

Kathy L. Schmelz
Kathy L. Schmelz, City Clerk

PUBLIC NOTICE

Notice is hereby given that the following bills will be submitted for payment approval as of April 24, 2012. 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.

A T & T	Utilities - Telephone - March 2012 - Various Locations	*	2,268.28	
A.C. Moore	Supplies for Various Events in April 2012 - Senior Affairs	*	241.45	
Ansell, Zaro, Grimm & Aaron	Legal Services Rendered - Hotel Campus - March 2012	*	77.00	
Ansell, Zaro, Grimm & Aaron	Legal Services Rendered - Retainer - March 2012	*	2,500.00	
Ansell, Zaro, Grimm & Aaron	Legal Services Rendered - General/Litigation/Redevelopment/Tax Appeals - March 2012	*	15,971.99	
Apruzzese, McDermott, Mastro & Murphy	Legal Services Rendered - General Matters - February 2012	*	7,698.80	Pymt #2
Atlantic Plumbing Supply Corp.	Plumbing Materials for Various Locations - DPW		642.50	
Auto Parts	Misc. Automotive Parts - February / March 2012 - DPW		7,773.22	
Battery Mart	Batteries - IT-Administration		101.95	
Beyer Bros. Corp.	Misc. Parts - Sanitation #20 - DPW		419.39	
Big A Trucking Co.	Install Tires - Fire #25-2-75 - Fire Dept.		145.00	
Birdsall Services Group	Engineering Services Rendered - General Services - September 2011		4,950.00	Pymt #3
Blaze Emergency Equipment, LLC.	Replace Brakes on Truck #25-2-75 & Repair Ladder on Truck #25-4-90 - Fire Dept.		4,161.30	
Cablevision Lightpath, Inc.	Monthly Lease of Dark Fiber - April 2012 - IT-Administration		1,500.00	
CCC Heavy Duty Truck Parts Co.	Misc. Parts - Various Vehicles - DPW		2,266.16	
CDWG	Computer Equipment - City Clerk's Office		980.00	
Central Jersey Registrars' Assoc.	Registration for Spring Luncheon - 4/4/12 - A. Towns & L. Hurden - Health Dept.		48.00	
Century Office Products, Inc.	Copier Maintenance - 3/15-6/15/12 - Various Locations		1,029.08	
Cherry Valley Tractor Sales, Inc.	Misc. Parts - PW #107 & PW #108 - DPW		94.50	
City of Long Branch Clearing Account	Reimburse Clearing Account	*	11,564.79	
City of Long Branch Clearing Account	Reimburse Clearing Account	*	166,024.90	
City of Long Branch Clearing Account	Reimburse Clearing Account	*	18,548.99	
City of Long Branch Clearing Account	Reimburse Clearing Account	*	79,214.25	
City of Long Branch Clearing Account	Reimburse Clearing Account	*	833,171.23	
City of Long Branch Payroll Agency Account	Payroll Dated 4/13/2012	*	34,814.62	
City of Long Branch Payroll Agency Account	Payroll Dated 4/13/2012	*	798,356.61	
Comcast Online	Internet Provider Service - 5/16-6/15/11 & 3/16-4/15/12 - IT-Admin/Police Dept.	*	512.34	
Conte's Car Wash, Inc.	Car Wash Contract - March 2012	*	1,029.80	
Continental Fire & Safety	Batteries for Thermal Imager Camera - Fire Dept.	*	992.00	
Data-Guard, Inc.	Console Document Shredding - Various Depts.	*	500.00	
E.M. Waterbury & Assoc. P.A.	Engineering Services Rendered - January 2012 - Zoning Board	*	461.25	Pymt #2
Edwards Tire Co.	Tires for Fire #4-75 - Fire Dept.	*	943.48	
Eric Reisher	Technical Support Services - March 2012 - L.B. Cable Commission	*	225.00	
F & C Automotive Supply	Misc. Parts - Sanitation #40 & #80 - DPW	*	3,208.78	

F & S Tire Corp.	Tires for Sanitation Vehicles - DPW	7,849.40
Fine Fare	Food for Various Events in March 2012 - Senior Affairs / Recreation Dept.	380.70
Fire Fighter Equipment Co.	Repair/Service Compressor at Fire Headquarters - Fire Dept.	425.00
Flowers By Van Brunt	Flower Arrangement for Terri Turner's Father - Mayor's Office	72.00
Ford Motor Credit Co.	(4) Lease/Purchase Vehicles - May 2012	2,673.39
Freehold Ford, Inc.	Misc. Parts - DPW	42.66
G Neil Direct Mail, Inc.	2012 Attendance Cards - Personnel Dept.	334.86
Gagliano Appraisal, LLC.	Tax Appeal Appraisals - March & April 2012	3,750.00
Gannett Satellite Information Network, Inc.	Legal Ads - February 2012 - City Clerk's Office	749.00
Global Computer Supplies, Inc.	Computer Equipment - IT-Administration / Police Dept.	954.72
Gloria Winnick	First Quarter Mileage Reimbursement - Mayor's Office	54.95
Greenbaum, Rowe, Smith & Davis	Legal Services Rendered - Krebs Litigation - February 2012	1,113.00
Howell Township Police Dept.	2012 Shooting Range Fee - Police Dept.	1,250.00
Impact Technology Solutions, LLC.	Annual Service Contract - Courtroom Video Arraignment System - 4/1/12-3/31/13 - Municipal Court	1,140.00
Institute For Professional Development	Registration for (2) Seminars - 12/2 & 12/9/11 - Finance Director	198.00
J. Slattery Pest Management Services	Service Agreement for Termities at Annex Building - 4/4/12-4/4/13 - DPW	145.00
Jersey Central Power & Light	Utilities - Electric - (Street Lighting) - 1/25-4/3/12 - Various Locations	58,514.39
Jesco, Inc.	Service Call on Public Works Loader - DPW	2,736.19
John Butow	Mileage Reimbursement - Tax Appeal Seminar - 3/16/12 - Tax Assessor	38.85
Keer Electrical Supply Co.	Electrical Materials for Fire Headquarters - DPW	447.05
K-Mart	Folding Tables for Public Awareness Events - Green Initiatives	89.98
Leon S. Avakian, Inc.	Engineering Services Rendered - Drainage Study for Troutmans Creek - Jan & Feb. 2012	3,395.00
Lisa Gall	Services for Community Connections - Camera Operator - March 2012	140.00
Long Branch Chamber of Commerce	Rent for Community Dev. - May 2012	1,650.00
Long Branch Sewer Authority	Sewer Charges - Second Quarter 2012	1,986.08
Lou's Uniforms	Uniform for 2nd Assistant Fire Chief - Fire Dept.	1,200.00
Maaco Auto Painting & Body Works Center	Paint Tractor - DPW	1,815.00
Margarette Gatto	Mileage Reimbursement - POMCA Training - 2/21/12 - Municipal Court	19.52
MCAA c/o George Lockwood	2012 Membership Dues - J. Butow & B. Laird - Tax Assessor's Office	275.00
Memphis Equipment	Misc. Equipment - OEM / DPW	1,217.11
MGL Printing Solutions	Various Printed Forms - Comptroller's Office	177.00
Municipal Record Service	DWI Forms - Municipal Court	108.50
New Jersey American Water Co.	Utilities - Water - (Hydrants) - Bill Dated 2/24-3/26/12 - Various Locations	16,304.75
New Jersey Motor Vehicle Co.	(2) Motor Vehicle Titles - DPW	120.00
NJ Fire Equipment Co.	Repair of (8) Air Packs - Fire Dept.	1,379.91
NJ-IAAO c/o Frederick R. Millman	Registration for Tax Appeal Seminar - 3/15/12 - J. Butow - Tax Assessor	100.00
Office Needs, Inc.	Ink Cartridges - Senior Center / DPW	215.22
Pine Belt Automotive	Misc. Parts - PD #101 - DPW	401.50
Provantage Corp.	Computer Supplies - IT-Administration	565.10
Riggins, Inc.	Diesel Fuel & Unleaded Gasoline - Delivered on 3/19 & 3/24/12 - DPW	41,862.34
Saker Shoprites, Inc.	Food for Various Events in April 2012 - Senior Affairs	271.39
Sanitation Equipment Co.	Misc. Parts - Sanitation #90 - DPW	452.31

Sea Coast Chevrolet, Inc.	Misc. Parts - OEM Vehicle - DPW	295.24
Seaboard Fire & Safety	Kitchen Fire Suppression System Inspection at Senior Center - DPW	134.75
Shared Solutions & Services, Inc.	Telephone Maintenance in Police Dept.	181.50
Siperstein's	Paint for Traffic Dept.	180.00
State of NJ - Dept. of Community Affairs	Annual Inspection Fee for Elevator at City Hall Building - DPW	436.00
State Treasurer - Dept. of Local Gov't. Services	Certification Renewal - F. Migliaccio & L. Delauro - DPW	200.00
Staten Island Stingrays	Registration for Youth Basketball Tournament - 3/31-4/1/12 - Recreation Dept.	400.00
T&M Assoc.	Engineering Services Rendered - Solid Waste Disposal - January 2012	73.16 Pymt #1
The Link News	Legal Ads/Calendar - February 2012 - City Clerk's Office	323.78
The Triplex Group, Inc.	Misc. Equipment - Traffic Dept.	1,550.00
Thompson Design Group, Inc.	Professional Services Rendered - General Redevelopment - January & February 2012	9,765.70 Pymt #2-4
Treasurer, State of NJ	Marriage/Civil Union License Fees - First Quarter 2012	900.00
Treasurer, State of NJ - Dept. of Comm. Affairs	State Training Fee - First Quarter 2012	5,555.00
Tropicana Casino & Resort	Reservation - NJEPA Conference - 4/30-5/4/12 - C. Shirley - OEM	360.00
Tuzzio's	Food for Youth Indoor Soccer Party - 3/24/12 - Recreation Dept.	280.00
UCPO Police Acad. Train Acct. c/o Stanler Police Acad.	Registration for (4) Classes - March & April 2012 - Police Dept.	150.00
Verizon	Utilities - Telephone - Bill Dated 4/1/12 - Various Locations	379.84
Verizon Communications	Utilities - Telephone - Bill Dated 3/25/12 - Various Locations	49.99
Verizon Wireless	Laptop Service - Bill Dated 3/12/12 - Various Depts.	1,419.86
Verizon Wireless	Cell Phone Allowance - Bill Dated 3/16/12 - Various Depts.	2,687.79
W E Timmerman Co.	Misc. Parts - PW #92 - DPW	504.27
W.B. Mason Co.	Office Supplies - Various Depts.	1,926.89
W.W. Grainger, Inc.	Misc. Equipment - DPW	1,266.08
West Marine	Misc. Parts for Boat Repair - Fire Dept.	257.69

TOTAL CURRENT

2,188,329.07

D.W. Smith Assoc.	Engineering Services Rendered - Manahassett Creek Park Phase II - February / March 2012	2,860.00 Pymt #2
BBP, LLC.	Professional Services Rendered - Pier Study - March 2012	1,922.50 Pymt #3
City of Long Branch Clearing Account	Reimburse Clearing Account	70,039.49
McCauley Construction Co.	City Hall Improvements - March 2012	67,179.49 Pymt #7
Treasury: State of New Jersey	Annual Lease Payments for Pier	2,024.16
Treasury: State of New Jersey	Fee for Lease Conversion for Simple Title	1,705.00

TOTAL CAPITAL

-

City of Long Branch Clearing Account

Reimburse Clearing Account

* 131.15

City of Long Branch Clearing Account	Reimburse Clearing Account	*	2,413.20
City of Long Branch Clearing Account	Reimburse Clearing Account	*	196.80
City of Long Branch Clearing Account	Reimburse Clearing Account	*	4,160.23
City of Long Branch Payroll Agency Account	Payroll Dated 4/13/2012	*	296.66
City of Long Branch Payroll Agency Account	Payroll Dated 4/13/2012	*	3,863.57
Conte's Car Wash, Inc.	Car Wash Contract - March 2012	*	15.60
Long Branch Animal Hospital	Veterinary Services - January & February 2012	*	1,632.00 Pymt #1-2
Long Branch Animal Hospital	Veterinary Services - March 2012	*	430.00 Pymt #3
NJ Dept of Health & Senior Services	Dog Report - March 2012	*	196.80
Verizon Wireless	Cell Phone Allowance - Bill Dated 3/16/12 - Animal Control	*	115.55

TOTAL DOG 13,451.56

City of Long Branch Clearing Account	Reimburse Clearing Account	*	26.00
City of Long Branch Clearing Account	Reimburse Clearing Account	*	35,324.60
City of Long Branch Clearing Account	Reimburse Clearing Account	*	653.47
City of Long Branch Clearing Account	Reimburse Clearing Account	*	6,080.01
City of Long Branch Payroll Agency Account	Payroll Dated 4/13/2012	*	437.25
City of Long Branch Payroll Agency Account	Payroll Dated 4/13/2012	*	5,642.76
Conte's Car Wash, Inc.	Car Wash Contract - March 2012	*	26.00
Jersey Central Power & Light	Utilities - Electric - 1/25-4/3/12 - Community Dev.	*	653.47
Long Branch Sewer Authority	Sewer Charges - Second Quarter 2012	*	78.00
MACA	Community Action Poverty Simulation Training Kit/License - Community Dev.	*	1,995.00
Trolly Tours, Inc.	Transportation for College Tour - 4/09-4/13/12 - Community Dev./Recreation Dept.	*	5,600.00

TOTAL HUD 56,516.56

72 Oak Street Holdings, LLC.	Tax Sale Premium	*	100.00
A T & T	Utilities - Telephone - March 2012 - UEZ	*	129.20
Ansell, Zaro, Grimm & Aaron	Legal Services Rendered - Beachfront North II - March 2012	*	66.00
ASCAP	License Fee for Summer Concert Series - 1/1-12/31/12 - Recreation Dept.	*	320.00
City of Long Branch Clearing Account	Reimburse Clearing Account	*	94,810.69
City of Long Branch Clearing Account	Reimburse Clearing Account	*	21,909.32
City of Long Branch Clearing Account	Reimburse Clearing Account	*	66.00
City of Long Branch Clearing Account	Reimburse Clearing Account	*	31,929.20
City of Long Branch Clearing Account	Reimburse Clearing Account	*	24,031.71
City of Long Branch Current Account	UEZ - First Quarter 2012	*	70,810.69

City of Long Branch Payroll Agency Account	Payroll Dated 4/13/2012	*	289.39
City of Long Branch Payroll Agency Account	Payroll Dated 4/13/2012	*	23,742.32
E.M. Waterbury & Assoc.	Engineering Services Rendered - November 2011 / March 2012 - Zoning Board	*	1,939.75
H.R. Marcus Investors, LLC.	Tax Sale Premium	*	1,400.00
Inna & Jack Gelin	Tax Sale Premium	*	600.00
Inna & Jack Gelin	Tax Sale Premium	*	300.00
JNH Funding Corp.	Tax Sale Premium	*	400.00
JNH Funding Corp.	Tax Sale Premium	*	800.00
Lionheart Holdings, LLC.	Tax Sale Premium	*	7,100.00
McManimon & Scotland, LLC.	Legal Services Rendered - Pier Village III - November & December 2011		15,363.60
Michael A. Irene, Jr. Esq.	Legal Services Rendered - February 2012 - Zoning Board		210.00
Samzie's Uniforms	Uniform Badges - Fire Prevention	*	187.50
Singh Real Estate	Tax Sale Premium	*	700.00
Stonefield Investment Fund II	Tax Sale Premium	*	900.00
Tower Lien, LLC.	Tax Sale Premium	*	30,100.00
Toy's R Us	Toys for Christmas Party - Recreation Dept.	*	6,228.01
Trolly Tours, Inc.	Transportation for College Tour - 4/09-4/13/12 - Community Dev./Recreation Dept.	*	2,375.00
US Bank Cust Air Fund NJ Capon	Tax Sale Premium	*	200.00
US Bank Cust For Tower DBW	Tax Sale Premium	*	15,300.00
US Bank Cust/Pro Cap Fund 1	Tax Sale Premium	*	5,800.00
US Bank Cust/Pro Cap Fund 1	Tax Sale Premium	*	200.00
W.B. Mason Co.	Printer Cartridges - Community Dev.	*	280.02

TOTAL TRUST OTHER

358,588.40

R# 107-12

RESOLUTION APPROVING AGREEMENT FOR THE CITY OF LONG BRANCH POLICE DEPARTMENT E-TICKET PROGRAM WITH GOLD TYPE BUSINESS MACHINES, INC. AND AUTHORIZING THE MAYOR TO EXECUTE AN END-USER LICENSE HARDWARE, SET-UP AND SUPPORT AGREEMENT.

WHEREAS, the Police Department of the City of Long Branch is in charge of issuing tickets for violations of municipal Ordinances, motor vehicle violations and other summons; and

WHEREAS, the City of Long Branch solicited bids for a turnkey electronic ticketing solution that meets all of the requirements listed in the City of Long Branch request for proposal for a contractor; and

WHEREAS, Goal Type Business Machines Inc. (GTBM) provided an End-User License, Hardware, Set-up and Support Agreement which met all of the City's requests for proposal including hardware and software installation, training, warranties, maintenance, 24/7 technical support and ticket paper; and

WHEREAS, Info-Cop E-Ticket interfaces with GTBM's proprietary Info-Cop software connects to an NCIC database, to auto-populate E-Tickets with all the necessary information; and

WHEREAS, GTBM is a qualified E-Ticket vender approved by the New Jersey Administrative Office of the Courts and Info-Cop E-Ticket is live in over seventy (70) New Jersey municipalities; and

WHEREAS, GTBM's Info-Cop E-Ticketing solution is billed on a per-ticket basis determined by the number of vehicle installations, the number of tickets, the term of the contract and, if any, the number of handhelds or extra hardware (i.e. scanners, toughbooks, etc.); and

WHEREAS, the price per ticket will vary as these variables are adjusted; and

WHEREAS, for example to deploy forty (40) vehicle installations with sixteen (16) MDT's and seven (7) handhelds with an average of 14,700 tickets issued annually under a five-year contract is \$6.42; and

WHEREAS, for any tickets exceeding the 14,700 annual average, the price per ticket is \$4.31, pursuant to a pricing spreadsheet reflecting those numbers attached hereto; and

WHEREAS, the City of Long Branch received bids for E-ticketing a total initiative number of vehicles to be deployed with E-Ticketing to be forty (40) vehicles with sixteen (16) mobile computers and seven (7) handheld units; and

WHEREAS the bids were scheduled to be received Tuesday, April 17, 2012; and

WHEREAS, GTBM is qualified as a bidder by meeting all of the standards of the City of Long Branch request for proposal; and

WHEREAS, the advantage and benefit to the City of Long Branch is that the employment of the system will create greater efficiencies in the present system which requires efforts to be utilized by the Police Department, Bureau of Records as well as the Municipal Court in handling and processing tickets; and

WHEREAS, historically the City of Long Branch loses the revenue from approximately ten (10%) percent of the tickets that are issued annually; and

WHEREAS, the City of Long Branch issues approximately 17,000 tickets annually; and

WHEREAS, the ten (10%) percent loss of tickets comes from errors in the processing of tickets or other administrative reasons; and

WHEREAS, as a result of entering into the E-Ticket contract as annexed, the City will ease its efficiency and based on the same ticket volume would pay for all of the services required by GTBM's contract; and

WHEREAS, it is represented to the City that this system will allow Police Officers of the City of Long Branch to increase the number of tickets that can be written and thereby potentially increasing additional revenues to the municipality; and

WHEREAS, through this program other cost saving benefits may be available to the City in the future; and

WHEREAS, the total cost of the contract as presently existing is for a period of five (5) years and is an estimated cost of \$389,640.00; and

WHEREAS, funds are available in Account No. 2-01-062-215 in an amount not to exceed \$50,000.00; and

WHEREAS, the City of Long Branch bases this cost on the deployment of forty (40) vehicle installations with sixteen (16) MDTs and seven (7) handhelds with an average of 14,700 tickets issued annually under a five-year contract which would call for is \$6.42 for all tickets up to 14,700 and a price per ticket over 14,700 of \$4.31.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Long Branch that the Mayor of the City of Long Branch be and the same is authorized to enter into a End-User License, Hardware, Set-up and Support Agreement for Info-Cop™ E-Ticketing Turnkey System between the Long Branch Police Department and GTBM, Inc. for a contract for a period of no greater than five (5) years and for a total amount not to exceed \$389,640.00.

BE IT FURTHER RESOLVED that changes to the within contract be subject to further Council review and written approval by Resolution

MOVED: *Sirianni*
SECONDED: *Pallone*

AND ADOPTED UPON THE FOLLOWING ROLE CALL:

AYES: *5*

NAYES: *0*

ABSENT: *0*

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ABSTAIN: *0*

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH
I, *FANNY L. SCHEMELZ*, MUNICIPAL CLERK OF THE CITY OF
LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING
TO BE A TRUE, COMPLETE AND CORRECT COPY OF
RESOLUTION ADOPTED BY THE CITY COUNCIL AT A
REGULAR MEETING HELD ON *April 24, 2012*

IN WITNESS WHEREOF, I HAVE HEREUNTO SET
MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE
CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW
JERSEY THIS *24th* DAY OF *April*, 20*12*
Fanny L. Schemelz
MUNICIPAL CLERK, R.M. *CS*

CITY OF LONG BRANCH
344 BROADWAY
LONG BRANCH, NEW JERSEY 07740
DEPARTMENT OF FINANCE
OFFICE OF THE DIRECTOR

CERTIFICATION OF FUNDS

04/19/2012

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

Electronic Ticketing System (E-Ticketing)

Said award is to be made to the following Agency / Vendor, in the following amount

GTBM, Inc.	\$84,706.00
------------	-------------

Said funds being available in the form of:

2012 City Operating Budget	
Division of Police	
Other Expenses	
Outside Services	
2-01-062-215	\$50,000.00
	<u>\$50,000.00</u>


Ronald J. Mehlhorn Sr., C.P.A., R.M.A.
Director of Finance (C.F.O.)

MEMO:

Continuation of contract beyond the amount certified for the year 2012 is contingent upon appropriation by means of an emergency appropriation, Transfer of funds or appropriation in subsequent years budgets.



GTBM
Better Solutions Every Day

April 16, 2012

City of Long Branch
Office of the City Clerk
344 Broadway
Long Branch, NJ 07740
Via Hand Delivery

GTBM's Info-Cop E-Ticket is a turnkey electronic ticketing solution that meets all of the requirements listed in the City of Long Branch's request for proposals, including hardware and software installation, training, warranties, maintenance, 24/7 technical support and ticket paper. Info-Cop E-Ticket interfaces with GTBM's proprietary Info-Cop software, connecting to the NCIC database, to auto-populate e-tickets with all the necessary information. GTBM is a qualified e-ticket vendor approved by the New Jersey Administrative Office of the Courts and Info-Cop E-Ticket is live in over seventy (70) New Jersey towns.

GTBM's Info-Cop E-Ticketing solution is billed on a per ticket basis determined by the number of vehicle installations, the number of tickets, the term of the contract and, if any, the number of handhelds or extra hardware (i.e. scanners, toughbooks, etc.). The price per ticket will vary as these variables are adjusted. For example to deploy forty (40) vehicle installs with sixteen (16) MDTs and seven (7) handhelds with an average of 14,700 tickets issued annually under a five-year contract is \$6.42; for any tickets exceeding the 14,700 annual average, the price per ticket is \$4.31. Please see Exhibit A, a hard copy of the pricing spreadsheet reflecting the numbers above.

Info-Cop E-Ticket is part of a family of Info-Cop software products deployed since 2001. E-Ticketing is our newest product certified by the New Jersey Administrative Office of the Courts in June 2010. Our Director of E-Ticketing, Paul Bruno, has twenty-five years of law enforcement experience, is a PTC certified police instructor, and was the Computer Systems Administrator for the Borough of Glen Ridge. And, GTBM's technicians have completed over 2,000 hours in the field installing the Info-Cop E-Ticketing solution, including configuring the frontend and backend software. Additionally, WPCS International, Inc., with offices in Lakewood, NJ and Trenton, NJ, will serve as a subcontractor for this project, installing all necessary hardware for the E-Ticket turnkey solutions.

Info-Cop E-Ticket is subject to a contract and end-user license agreement, which is attached for your reference. If you have any questions, please contact me at 201-935-5090 x31 or vcronen@gtbm.com.

Thank you for your consideration.

Sincerely,

Vincent Cronen
CFO

GTBM, Inc., 351 Paterson Avenue, East Rutherford, NJ 07073
201-935-5090 / info@gtbm.com

Exhibit B

Contract Term (1 to 5 Years):	Extended Term		
	Per Ticket Fee First	Contract Discount	Per Ticket Above
Committed Tickets:	14,700		14,700

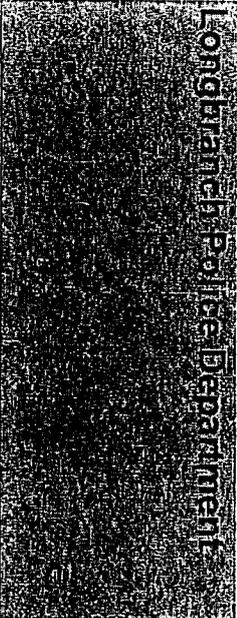
Select Components:	Per Ticket	Extended Contract Discount	Per Ticket First	Per Ticket Above
E-Ticket Concurrent Software Licenses	\$0.94	\$0.08	\$0.86	\$0.86
E-Ticket Devices	0.00	0.00	0.00	0.00
Info-Cop Software Licenses	2.08	0.16	1.92	1.19
Handhelds/Footpatrol*	0.00	0.00	0.00	0.00
Zebra Printer Standalone	0.00	0.00	0.00	0.00
LPR 3 Camera System	0.00	0.00	0.00	0.00
LPR 10 Day Rentals	0.00	0.00	0.00	0.00
Scanners	0.00	0.00	0.00	0.00
other	0.00	0.00	0.00	0.00
Patrol Cars**	3.96	0.32	3.64	2.26

Pre-Paid Equipment

\$0.00

Pre-Paid Tickets Estimated # of months covered 0

\$4.31



NOTES:

- **Fully Equipped Car Includes
 - 1 - e-ticketing Printer
 - 1 - e-ticketing Printer Car Mount
 - 1 - e-Ticketing Software
 - 1 - onsite installation software & equipment
 - 1 - Training onsite
 - 1 - e-Ticketing Paper
 - 1 - 365 days support with hardware swap
- **Foot Patrol/Handheld Includes
 - 1 - e-ticketing Printer
 - 1 - e-ticketing Handheld Device
 - 1 - e-Ticketing Software
 - 1 - onsite installation software & equipment
 - 1 - Training onsite
 - 1 - e-Ticketing Paper
 - 1 - 365 days support with hardware swap

Purchase price option one time ***	\$128,217	Estimated cost over 5 years not including paper or hardware support	
Second year support software only ***	\$23,079	\$243,611.91	



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**END-USER LICENSE, HARDWARE, SETUP AND SUPPORT AGREEMENT
FOR INFO-COP™ E-TICKETING TURNKEY SYSTEM**

between

Long Branch Police Department

and

GTBM INC.

This Agreement ("Agreement") is made this ____ day of _____, 2012, by and between Gold Type Business Machine, Inc. ("GTBM") a New Jersey corporation with offices at 351 Paterson Avenue, East Rutherford, New Jersey 07073 and the Long Branch Police Department, _____ ("Agency").

1. Term. The term of this Agreement shall commence upon notice of certification by the New Jersey Administrative Office of the Courts (AOC) and shall continue for a period of five (5) years.

2. End-User License. GTBM hereby grants to Agency's End-User(s) and Agency's End-User(s) hereby accept(s), subject to the terms and conditions set forth in this Agreement, a non-transferable, non-exclusive license(s) to use, in object code format only, the Info-Cop™ E-Ticketing Software (the "Software") as specified in Exhibit A. The license(s) shall be renewable, except as otherwise provided in Section 5 hereof. The End-User(s) acknowledge(s) that it has no rights in the Software, except as specifically provided in this Agreement.
 - 2.1 Uses Not Permitted. The End-User's use of the Software is subject to each of the following restrictions and limitations. The End-User agrees that it shall not:
 - Transfer the Software electronically from one central processing unit ("CPU") to another unless authorized in writing by GTBM.
 - Modify, adapt, translate or create derivative works.
 - Make copies of the Software
 - Remove or modify any software markings or notices of proprietary rights.
 - Grant sub-licenses, leases or other rights to the Software.
 - Distribute in any fashion the End-User's copy of the Software.
 - Reverse engineer, decompile, disassemble or otherwise attempt to learn the source code, structure, algorithms or ideas underlying the Software.



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2.2 Confidentiality.

- a) The Agency acknowledges that the Software constitutes trade secrets and Confidential Information of GTBM.
 - b) The Agency agrees not to sell, assign or distribute the Software or any part thereof to any other person, firm or corporation and shall use reasonable efforts to confine knowledge and access to the Software only to its employees who require such knowledge and access in the ordinary course and scope of their employment by the Agency
 - c) GTBM retains the right to seek copyright protection for the Software or any copyrightable material. The Agency or Agency's End-User(s) shall not remove any copyright or proprietary rights notice included in any materials furnished to the Agency in connection with this Agreement.
3. Hardware and Setup. GTBM, at no cost to Agency, will provide equipment, materials and labor to install and test Info-Cop™ E-Ticketing hardware (the "hardware") in designated vehicles as specified on Exhibit A. Agency will be responsible to provide an activated, wireless modem connection to the Internet and a mobile data terminal sufficient to run the E-Ticketing software for each vehicle at Agency's sole expense.
4. Support Services. GTBM, at no cost to Agency, will provide initial training in the use of Info-Cop™ E-Ticketing hardware and software to Agency. Training services are provided at Agency site; Agency will schedule training classes with the Director of E-Ticket, provide a suitable facility for training and guarantee a reasonable amount of officers attend each training session. GTBM will service or replace the hardware should it malfunction in accordance with the Hardware Warrantee specified in Section 5.2. Support services will be provided from Monday through Sunday, excluding holidays, between the hours of 9am and 5pm with a four (4) hour response time. For most service issues, a GTBM technician will be dispatched to a client site at a scheduled time convenient for both parties. GTBM will make every effort to quickly address and remedy all service issues. GTBM will, at GTBM's sole expense, supply Agency with E-Ticketing paper for printers as E-Tickets issued deplete supplies. Agency will acknowledge receipt of initial paper supplies and replenishment supplies. If, however, Agency's demand for paper is greater than the amount used in issuing E-Tickets (allowing for 5% unexplained losses), additional paper will be provide at a per roll fee as noted on Exhibit A.



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5. Warrantees.

5.1 Software Warrantees.

- (a) GTBM warrants that the Software has been certified by the New Jersey Office of the Administrator of Courts (AOC) and shall remain compliant with AOC standards throughout its use.
- (b) GTBM warrants that the Software shall be free from defects in materials or workmanship and errors. GTBM further agrees to furnish, promptly and without additional charge, all labor and parts necessary to remedy any such defect or error, which does not affect AOC compliance, called to its attention in writing not later than six (6) months after installation of the Software.
- (c) GTBM's OBLIGATIONS FOR BREACH OF WARRANTY SHALL BE LIMITED TO CORRECTION OR REPLACEMENT OF THAT PORTION OF THE SOFTWARE WHICH FAILS TO CONFORM TO SUCH WARRANTY. IN NO EVENT SHALL GTBM BE LIABLE FOR SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES INCLUDING ANY DAMAGES RESULTING FROM LOSS OF USE, OR LOSS OF DATA ARISING OUT OF OR IN CONNECTION WITH THE USE OF THE SOFTWARE. GTBM SHALL HAVE NO RESPONSIBILITY TO CORRECT ANY DATABASE ERRORS OR ANY ERRORS OR DAMAGES CAUSED BY OR ARISING OUT OF HARDWARE DEFECTS OR INPUT ERRORS OR USE OF THE SOFTWARE IN WAYS FOR WHICH IT WAS NOT DESIGNED. IN NO EVENT SHALL GTBM BE LIABLE FOR ANY BREACH OF WARRANTY UNLESS WRITTEN NOTICE THEREOF IS GIVEN TO GTBM WITHIN SIX MONTHS AFTER INSTALLATION OF THE SOFTWARE. GTBM's WARRANTY OBLIGATIONS SHALL BE VOID IF: (I) THE END-USER MODIFIES THE SOFTWARE WITHOUT THE PRIOR WRITTEN CONSENT OF GTBM OR (II) THE NON-CONFORMANCE OF THE SOFTWARE IS DUE TO ITS MISUSE OR NEGLIGENCE OR OTHERWISE CAUSED BY A BREACH OF END-USER'S OBLIGATIONS HEREUNDER; OR (III) THE END-USER FAILS TO FOLLOW IN ALL MATERIAL RESPECTS WRITTEN INSTRUCTIONS OF GTBM; OR (IV) THE SOFTWARE IS USED WITH OTHER INCOMPATIBLE PRODUCTS OR SERVICES.



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- (d) GTBM shall defend any claim or proceeding brought against the End-User to the extent that it is based on an assertion that the End-User's use of the Software under this Agreement constitutes an infringement of any United States patent, copyright, trade secret, trademark, or other property interest rights, and shall indemnify the End-User against all costs, damages and expenses finally awarded against the End-User which are attributable to such claim, provided that the End-User notifies GTBM promptly in writing of any such claim or proceeding and gives GTBM full and complete authority, information and assistance to defend such claim or proceeding and further provided that GTBM shall have sole control of the defense of any claim or proceeding and all negotiations for its compromise or settlement. In the event that the Software is finally held to be infringing and its use by the End-User is enjoined, GTBM shall, at its election: (i) procure for the End-User the right to continue to use the Software; (ii) modify or replace the Software so that it becomes non-infringing; or (iii) return to the End-User the fee paid under this Agreement, less an allowance for use of the Software by the End-User, prorating the useful life of the Software over a five (5) year period. GTBM shall have no liability hereunder if the End-User modifies the Software in any manner and such modification is determined by a court of competent jurisdiction to be a contributing cause of the infringement or if the End-User uses the Software in a manner contrary to the provisions of this Agreement or in conjunction with unauthorized equipment. The foregoing states GTBM's and its licensors entire liability, and the End-User's exclusive remedy, with respect to any claims of infringement of any copyright, patent, trade secret, trademark, or other property interest rights by the Software, any part thereof or the use thereof.

5.2 Hardware Warrantees.

GTBM will replace malfunctioning E-Ticketing hardware at GTBM's sole cost during the initial and any renewal terms of this Agreement except in such case that the hardware became damaged through customer abuse or vehicle accident.

- 5.3 THE WARRANTIES CONTAINED IN THIS SECTION 5 ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. GTBM's EXPRESS WARRANTIES SHALL NOT BE ENLARGED, DIMINISHED OR AFFECTED BY, AND NO OBLIGATION OR LIABILITY SHALL ARISE OUT OF GTBM's



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RENDERING OF TECHNICAL OR OTHER ADVICE OR SERVICE IN
CONNECTION WITH THE SOFTWARE.

6. Charges and Payments

- a) The Agency agrees to pay to GTBM the fees specified on Exhibit A on a quarterly basis (every three months beginning from the date of AOC approval). For the initial twelve months of the agreement quarterly invoices will be based upon the ticket commitment established for the first year divided by four. The invoice for the fourth quarter will be adjusted upward if the number of tickets actually issued was greater than the ticket commitment by multiplying the tickets issued above the committed level by the "Fee per Ticket above the committed level" as displayed on Exhibit A. During the first year of the agreement payments will be paid quarterly in advance. In subsequent years (for multi-year agreements) payments will be due after the close of each quarter (each three month period). During each subsequent twelve month period (for multi-year agreements) the per ticket fee will drop to the "Fee per Ticket above the committed level" once the committed tickets level has been achieved. To allow for some possible downside variability, if the committed ticket level is not achieved in a subsequent year and special hardware financing has not been provided, the Agency will be charged for the actual ticket level achieved but not less than \$75,499.20. If special hardware financing has been included Agency will be required to pay at the committed ticket level for the first two (2) years and, if the committed ticket level is not achieved in the third and subsequent years, the Agency shall pay for the actual number of tickets issued but not less than \$75,499.20 in those years. The committed E-Ticket level is an annual amount which resets to zero every twelve months. Special hardware financing, if provided is noted on Exhibit A.
- b) The Agency agrees to pay any Upfront Payments specified on Exhibit A upon delivery and installation of hardware.
- c) Except as otherwise specified herein, all invoices rendered under this Agreement are due and payable within thirty (30) days of the date of invoice. The failure of the Agency to pay the fees after written notification shall result in the complete termination of any continuing obligation of GTBM to provide the software, hardware and support to the Agency



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7. Termination.

- a) GTBM may terminate this Agreement and all licenses granted hereunder in the event of the failure by the Agency or Agency's End-Users to comply with any term or condition of this Agreement. Termination shall be effective on written notice by GTBM to the Agency. Upon termination, the Agency will return all Info-Cop E-Ticketing hardware and software within five (5) days following receipt of GTBM's termination notice.
- b) GTBM may terminate this Agreement if GTBM gives written notice to the Client specifying the Client's failure to make payment when due and the Client fails to make such payment within ten (10) days following receipt of such notice.
- c) Either party may terminate this Agreement if the other party fails or defaults in the performance of any of its material obligations under this Agreement (other than failure by the Client to make any payment when due as governed by section 6(b) above) and fails to cure or substantially cure such failure or default within thirty (30) days following receipt of written notice.
- d) Either party may also terminate this Agreement by written notice to the other, effective immediately upon receipt, if the other party shall file a petition in bankruptcy, shall be adjudicated to be bankrupt, shall take advantage of the insolvency laws of any state, territory or country, shall make an assignment for the benefit of creditors, shall be voluntarily or involuntarily dissolved, shall admit in writing its inability to pay debts as they come due, or shall have a receiver, trustee or other court officer appointed for its property.
- e) Termination of this Agreement does not relieve either party of obligations to make any payments or perform any services due prior to the date of termination.
- f) Agency's obligation to protect the confidential nature of the Software under Section 1.2 shall survive any termination or expiration of this Agreement indefinitely. It shall not be a breach of this Agreement for the Agency to disclose confidential information received thereby when, and to the extent that, such disclosure is required by a court of competent jurisdiction or by a governmental body, provided that the Agency, in making such disclosure shall (i) give the GTBM as much prior notice thereof as is reasonably practicable so that the GTBM may seek such protective orders or other confidentiality protection as it, in its sole discretion and at its sole expense, may elect and (ii) reasonably cooperate



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with GTBM to protect the confidential or proprietary nature of the Confidential Information which must be disclosed.

8. Miscellaneous. This Agreement shall be governed by the laws of the State of New Jersey. This Agreement and any exhibits thereto constitute the entire agreement between the parties related to the Software and supersede all prior agreements, understandings, negotiations and discussions between the parties in connection therewith, whether oral or written. If applicable, any related Requests for Proposals (RFP) and GTBM's Bid will be appended to this Agreement as Exhibit C made apart hereof. During the term of this Agreement, GTBM's Bid supersedes any conflicting terms in the Request for Proposals. Agency may not assign the Agreement or the license granted by it without the express, written consent of GTBM. Except as otherwise provided in the Agreement, notices, demands, requests or other communications which are given or required pursuant to the Agreement shall be in writing and shall be delivered by first class, registered or certified mail, postage prepaid, or by hand (including third-party courier or nationally recognized overnight service) or facsimile to a party's address indicated in the Agreement. Each party agrees to provide the other notice of any address change. If any term of the Agreement is found to be invalid or unenforceable, the remaining provisions will remain effective. If either party fails to require performance by the other party of any provision, it shall not affect the right to require performance at any time thereafter nor shall it be held to be a waiver of the provision itself. Pursuit of any remedy hereunder or under applicable law by either party shall not prevent such party from pursuing any other available remedy and shall not operate as an election of remedies. Except for payment obligations, neither party will be responsible for performance of its obligations hereunder where delayed or hindered by war, terrorism, riots, embargoes, strikes or acts of its vendors, suppliers, accidents, acts of God or any other event beyond its reasonable control. Agency and Agency's End-User(s) acknowledge(s) and agree(s) that, due to the unique nature of the Software there can be no adequate remedy at law for a material breach of the Agreement and that such breach would cause irreparable harm to GTBM; therefore, GTBM shall be entitled to seek immediate equitable relief, in addition to whatever remedies GTBM might have at law or under the Agreement. The Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together will constitute one agreement.

GTBM, Inc.

Agency:

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____



Exhibit A:

**END USER LICENSE, HARDWARE, SETUP AND SUPPORT AGREEMENT
FOR INFO-COP™ E-TICKETING TURNKEY SYSTEM**

between
**Long Branch Police Department
and
GTBM INC.**

GTBM will provide:

	#
Info-Cop™ E-Ticketing Concurrent Licenses	23
Info-Cop™ E-Ticketing Software*	23 licenses
Info-Cop™ Query Software	0 licenses
Hardware and Installation for Fully-Equipped Police Vehicles**	40
Handheld/Footpatrol	7
Scanners	0

Special Hardware financing*** Yes No (Check one)

*GTBM will provide an additional license on a designated office PC supplied by the department to allow for review or reprinting of tickets at no cost to the Agency.

**includes docking mount, printer, installation, e-Ticketing software and ticket paper and Replenishment, 365 days a year support 9am to 5pm with hardware swap

***applies to mobile computers (MDTs)

Upfront Payment: \$0

Fees:

Committed*** Tickets: 14,700

Fee per Ticket up to committed level: \$ 6.42

Fee per Ticket above committed level: \$ 4.31

***Committed means the annual minimum number of billable tickets agreed upon.

Excess Paper Demand: \$5.00 per roll

Multi-Year Contract: Y

Number of Years: 5

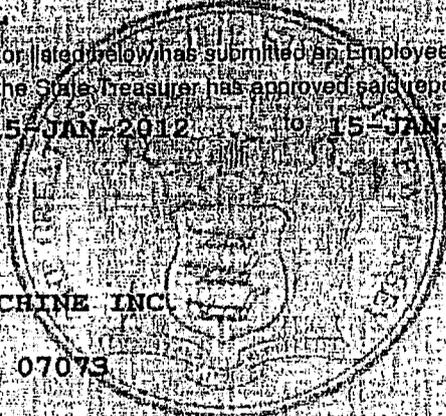
Initials: _____ Date: _____
Agency

Certification: 24180

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-JAN-2012** to **15-JAN-2019**.



GOLD TYPE BUSINESS MACHINE INC
351 PATERSON AVENUE
EAST RUTHERFORD NJ 07073



A handwritten signature in black ink, appearing to read "Andrew P. Sidamon-Eristoff".

Andrew P. Sidamon-Eristoff
State Treasurer

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY
DIVISION OF REVENUE
PO BOX 252
TRENTON, N J 08646-0252

TAXPAYER NAME:
GOLD TYPE BUSINESS MACHINES

TRADE NAME:

TAXPAYER IDENTIFICATION#:
222-162-411/000

SEQUENCE NUMBER:
0067515

ADDRESS:
351 PATERSON AVENUE
EAST RUTHERFORD NJ 07073

ISSUANCE DATE:
10/13/04

EFFECTIVE DATE:
02/22/77

John S. Tully
Acting Director

FORM-BRC(08-01)

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.

**CITY OF LONG BRANCH
BID DOCUMENT CHECKLIST**

REQUIRED
BY OWNER

READ, SIGNED
& SUBMITTED

- EXECUTED BID PROPOSAL FORM
- STOCKHOLDER DISCLOSURE CERTIFICATION
- NON-COLLUSION AFFIDAVIT
- ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA
- BID/PROPOSAL SECURITY
(IN THE AMOUNT OF 10% OF THE BID, NOT TO EXCEED \$20,000)
- CERTIFICATE OF SURETY
- BUSINESS REGISTRATION CERTIFICATE
- AFFIRMATIVE ACTION QUESTIONNAIRE
- INSURANCE CERTIFICATE(S)

REVIEWED

- MANDATORY AFFIRMATIVE ACTION LANGUAGE
- AMERICANS WITH DISABILITIES ACT OF 1990
- PREVAILING WAGE REGULATIONS

Not required

Not required

PROPOSAL FORM

Gold Type Business Machines, Inc. (GTBM)
Bidders Name

351 Paterson Avenue, E. Rutherford, NJ 07073
Bidders Address

The UNDERSIGNED, as Bidder, declares that the only person or parties interested in this proposal as principals are named in the annexed Disclosure of Ownership Statement: that this proposal is in all respect fair and without collusion or fraud; that he or she has carefully examined the annexed Bid/Contract Documents (Including Instructions to Bidders, Specifications and Form of Agreement) and that he/she proposes and agrees that if this proposal is accepted, he/she will enter into a contract with the City of Long Branch which shall be approved by the Mayor and Council to provide the work/service/equipment/goods as in the Bid/Contract Documents in the manner and time therein specified and will take in full payment therefore the sum of:

Six dollars and forty-two cents per ticket for the first
(Amount in Dollars and Cents in Word Form)*
fourteen thousand seven hundred tickets annually and then
four dollars and thirty-one cents for every ticket thereafter
\$6.42 per ticket for first 14,700 annually and then
(Amount in Dollars and Cents in Number Form)*
\$4.31 per ticket for every ticket thereafter

V. J. Cron
Legal Signature
4/16/12
Date

*please note that GTBM's finance model for the E-Ticket turnkey solution is on a per-ticket basis with no money up front, please see section 6A of the enclosed

PROPOSAL FORM
(Cont'd)

The undersigned is an/a (....) individual, (....) partnership, (X...) corporation
organized under the laws of the State of New Jersey, having its
principal offices at:

351 Paterson Avenue, E. Rutherford, NJ 07073

Phone Number 201-935-5090 Fax Number 201-935-7022

Trade Name of Bidder GTBM, Inc.

Federal I.D. # or Social Security # 22-2162411

1. Signature [Signature]

Name MICHAEL RUBENSTEIN

Title CAO

2. Signature _____

Name _____

Title _____

3. Signature [Signature]

Name Vincent Chaves

Title CFO

Signed this 16 day of April, 18 2012

Note: If a partnership all partners must sign. If a corporation, two properly authorized officers must sign. If a proprietorship, the proprietor must sign. Proposals signed by an agent must be accompanied by a Power-of-Attorney for the Principal or Principals involved. Attach additional signature sheets in the above form if necessary.

STOCKHOLDER DISCLOSURE CERTIFICATION
This Statement Shall Be Included with Bid Submission

Name of Business Gold Type Business Machines, Inc. (GTBM)

I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

Partnership

Corporation

Sole Proprietorship

Limited Partnership

Limited Liability Corporation

Limited Liability Partnership

Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name: Richard Picelli

Name: Patrick Collins

Home Address: 71 Ridge Road
Rutherford, NJ 07070

Home Address: 780 Apple Ridge
Road, Franklin Lakes, NJ 07417

Name: _____

Name: _____

Home Address: _____

Home Address: _____

Name: _____

Name: _____

Home Address: _____

Home Address: _____

Subscribed and sworn before me this 16 day of

April, 2017

[Signature]
(Signature of Notary Public)

(Seal) Monica Lewis

an Attorney-at-law of

My Commission expires: _____

the State of New Jersey

and authorized to administer

[Signature]

(Affiant Signature)

Vincent Claves CEO

(Print name & title of affiant)

(Corporate Seal)

**CITY OF LONG BRANCH
ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA**

The undersigned Bidder hereby acknowledges the following information relative to receipt of Addenda for this bid (check appropriate box and provide required information):

No addenda was received by my company

My company received the following addenda:

<u>ADDENDUM NUMBER</u>	<u>DATED</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Acknowledgement for: Vincent Cronen
(Name of company/corporation)

By: Gold Type Business Machines, Inc. (GTBM)
(Signature of Authorized Representative)

Name: Vincent Cronen

Title: Chief Financial Officer

NOTE: THIS FORM MUST BE COMPLETED AND SIGNED REGARDLESS OF WHETHER OR NOT ADDENDA WAS ISSUED AND/OR RECEIVED BY THE BIDDER. FAILURE TO SUBMIT THE COMPLETED FORM WITH THE BID PROPOSAL IS MANDATORY CAUSE FOR REJECTION IN ACCORDANCE WITH NJSA 40A:11-23.

NON-COLLUSION AFFIDAVIT

STATE OF

COUNTY OF

I Vincent Cronen of the City, Town, Borough of Westfield
In the County of Union and the State of NJ of full age, being
duly sworn according to law, on my oath depose and say that:

- I am (president, partner, owner) CFO of the firm of ETBM a bidder making a Proposal for Electronic Ticketing and that I execute the said Proposal with full authority so to do that said bidder has not directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named Proposal and that all statements contained in said Proposal and in this Affidavit are true and correct, and made with the full knowledge that the Borough of Highlands of Monmouth County relies upon the truth of the statements contained in said Proposal and in this Affidavit in awarding the contract for the said project.
- I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee except bona fide employees or bona fide established commercial or selling agencies maintained by (Name of Contractor) ETBM (N.J.S.A. 52:34-15)

Vincent Cronen
Signature

Vincent Cronen, CFO
Name and Title

Subscribed and sworn to before me this 16 day of April 2012

Monica Lewis
Monica Lewis

an Attorney-at-Law of the State of New Jersey authorized to administer test oaths pursuant

(Seal) Notary Public of New Jersey

to NJSA 41:2-

not required

**SAMPLE
CERTIFICATE OF SURETY**

NJSA 40A:11-22 provides, in pertinent parts, that where a contracting unit has required a Performance bond, the contracting unit must require from all bidders a certificate from a surety company certifying that it will provide the bidder with the required Performance Bond.

A Performance bond will be required from the successful bidder of this bid, and consequently, all bidders must submit, with their proposal, a Certificate of Surety which substantially follows this form:

To: City of Long Branch

Re: _____
(Name of Bidder)

(Bid Description)

This is to certify that _____, a corporation organized
(Surety Company)

in the state of _____, and authorized to do business in the state of

New Jersey, hereby consents and agrees that, if the proposal of _____
(Bidder's Name)

_____ for the above named bid be accepted, and a contract be award to it,

_____ provide to _____
(Surety Company) (Bidder's Name)

a Performance Bond in the full amount of the contract, as required in the bid specifications, conditioned for the proper and faithful performance of said contract.

Signature of Authorized Agent of Surety Company

Note: The Certificate of Surety must be signed by an authorized agent or representative of a surety company and not by the individual or company submitting the bid.

AFFIRMATIVE ACTION REGULATION
P.L. 1975, C. 127 (N.J.A.C. 17:27)

If awarded a contract, all procurement and service contractors will be required to comply with the requirements of P.L. 1975, c. 127, (N.J.A.C. 17:27). Within seven (7) days after receipt of the notification of intent to award the contract or receipt of the contract, whichever is sooner, the contractor should present one of the following to the Purchasing

Agent.

1. A photocopy of a valid letter from the U.S. Department of Labor that the contractor has an existing federally-approved or sanctioned Affirmative Action Plan (good for one year from the date of the letter).

OR

2. A photocopy of approved Certificate of Employee Information Report from the State of New Jersey.

OR

3. An Affirmative Action Employee Information Report (Form AA302).

OR

4. All successful construction contractors must submit, within three days (3) of the signing of the contract, an Initial Project Manning Report (AA201) for any contract award that meets or exceeds the Public Agency bidding threshold (available upon request).

NO FIRM MAY BE ISSUED A CONTRACT UNLESS IT COMPLIES WITH THE AFFIRMATIVE ACTION REGULATIONS OF P.L. 1975, C. 127.

The following questions must be answered by all bidders:

1. Do you have a federally-approved or sanctioned Affirmative Action Program?

Yes No If yes, please submit copy of such approval.

2. Do you have a Certificate of Employee Information Report Approval?

Yes No If yes, please submit copy of such certificate.

The undersigned contractor certifies that he is aware of the commitment to comply with the requirements of P.L. 1975, c. 127, and agrees to furnish the required documentation pursuant to law.

COMPANY: Gold Type Business Machines Inc

SIGNATURE: [Signature]

TITLE: CFO

NOTE: A CONTRACTOR'S BID MUST BE REJECTED AS NON-RESPONSIVE IF A CONTRACTOR FAILS TO COMPLY WITH REQUIREMENTS OF P.L. 1975, C. 127, WITHIN THE REQUIRED TIME FRAME.

AFFIRMATIVE ACTION QUESTIONNAIRE

THE GoldTyme Business Machines Inc WILL SUPPLY THE NECESSARY FORMS WHICH SHALL BE RETURNED BEFORE A CONTRACT CAN BE AWARDED.

1. Our company has a Federal Affirmative Action Plan approval.

YES NO

If yes, submit a photostatic copy of said approval

2. Our company has a New Jersey State Certificate of Approval.

YES NO

If yes, submit a copy of the New Jersey State Certificate

3. If you do not have either of the above. Check below:

Please send our company an Affirmative Action form for our completion.
(AA302 - Affirmative Action Employee Information Report)

The Affirmative Action Affidavit for vendors having less than fifty employees is no longer acceptable. A New Jersey Certificate of Approval or AA302 is required.

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

SIGNATURE Vincent P. Rowe

NAME Vincent P. Rowe

TITLE CEO

DATE 4/16/12

**CITY OF LONG BRANCH
Notice to Bidders**

Notice is hereby given that sealed bids will be received by the Council of the City of Long Branch, New Jersey, for:

B-2012-03 ELECTRONIC TICKETING SYSTEM (E-Ticketing) Total initial number of vehicles to be deployed with E-Ticketing will be 40 vehicles with 16 mobile computers and 7 handheld units.

Bids will be opened and read in public by the Purchasing Agent, or his/her designate, in the City Council Caucus Room, Second Floor, Municipal Building, 344 Broadway, Long Branch, New Jersey, on:

TUESDAY, APRIL 17, 2012 AT 10:00 A.M. PREVAILING TIME

Specifications will be on file in the Purchasing Office and may be examined by prospective bidders during regular business hours. Bidders may obtain a copy of the bid package by request to the Purchasing Office. Specifications will not be faxed, nor will faxed proposals be accepted.

Proposals must be made on the standard Proposal Form provided, and must be enclosed in a sealed envelope addressed to: City Clerk, City of Long Branch, 344 Broadway, Long Branch, NJ, 07740. The outside of the envelope must be clearly marked with the BID name and number above, and indicate the name and address of the bidder.

Bids must be accompanied by Bid Security in the form of certified check or bid bond, drawn to the order of the City of Long Branch, for not less than ten (10) % of the bid, except that the bid security not exceed \$20,000.

Bidders are required to comply with requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 (Affirmative Action), and with requirements of P.L. 1977, c. 33.

In accordance with P.L. 2004, Chapter 57, bid proposals must be accompanied by a copy of Bidder's valid New Jersey Business Registration Certificate (FORM-BRC) as issued by New Jersey State Department of Treasury, Division of Revenue, or the bid can not be considered.

The City of Long Branch reserves the right to require a complete financial and experience statement from bidders showing they have satisfactorily completed work of a similar nature before awarding the contract. The City also reserves the right to reject any or all bids, or to increase or decrease the quantities as designated in the Specifications.

In the event it is not possible to be present at the time and place of the bid opening, bids may be mailed to the City Clerk, Municipal Building, 344 Broadway, Long Branch, NJ 07740.

Howard Woolley

Business Administrator

CITY OF LONG BRANCH Information for Respondents

1. Receipt of Proposals

Sealed proposals will be received by the City Clerk and, at the date, time, and location stated in the Notice of Request for Proposals, shall be publicly opened and read aloud by the Purchasing Agent, or his/her designee.

2. Definition

The terms "respondent" "bidder", "vendor", and "contractor", as mentioned in these specifications, shall be considered to be synonymous, and is intended to mean the company submitting the proposal, and, if successful, awarded the contract.

3. Form of Proposal

a. No oral, telephone, telegraph or faxed bids, proposal documents or proposal modifications will be accepted. Proposal must remain firm for sixty (60) days from date of opening.

b. Proposal shall be enclosed in a sealed envelope, addressed to City of Long Branch, Office of the City Clerk, 344 Broadway, Long Branch, NJ 07740, and bearing, on the face of the envelope, (1) the name and address of the respondent, and (2) clearly marked "RFP", with the RFP title and #. The City will not be responsible for proposals that are misaddressed and therefore not delivered to the Office of the City Clerk prior to the date and time of the bid opening. Such proposals may be considered as late and, therefore, returned unopened.

c. All proposals must be submitted on forms prepared by and available from the Purchasing Department, or as otherwise detailed in the Request for Proposal documents. All proposal forms must be filled out and signed in ink or ball point pen by a person authorized to do so. Proposal prices must be written in ink or typewritten. Any changes, white-outs, strike-outs, etc. on the proposal documents must be initialed in ink by the person responsible for signing the proposal.

d. Each proposal form must give the full business address of the bidder, and must be signed by an authorized representative. Proposals by partnerships must furnish the full name of all partners, and must be signed in the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing. Proposals by corporations must be signed in the legal name of the corporation, followed by the name of the state in which it is incorporated, and must contain the signature and designation of the president, secretary or other person authorized to bind the corporation in the matter. When requested, satisfactory evidence of the authority of the officer signing shall be furnished.

e. The City may consider informal any proposal not prepared and submitted in accordance with the provisions hereof, may waive any informalities in the proposals, and/or may reject any or all proposals if deemed in its best interest.

f. More than one proposal from an individual, firm, or partnership, corporation, or association under the same or different names shall not be considered.

4. Signature

Proposals shall be signed with the full name of the respondent or an authorized agent of the respondent. If the respondent is a corporation, the proposal shall be signed by two properly authorized officers of the corporation.

The proposal shall indicate whether the respondent is an individual, a partnership or a corporation. In the case of a partnership, the full name of each individual partner shall be given. In case of a corporation, the corporation name with the name of the State under which it is incorporated and the names of its officers shall be given.

5. Withdrawal of Bid

Sealed proposals forwarded to the City before the time of the opening of the proposals may be withdrawn upon written application of the respondent who shall be required to produce evidence showing that the individual is or represents the principal or principals involved in the proposal. Once proposals have been opened, they must remain firm for a period of sixty (60) days.

6. Late Bids

It is the respondent's responsibility to see that its proposal is presented to the City on the hour and at the place designated in the Notice of Request for Proposals. Proposals may be hand delivered or mailed through U.S. Postal Service or private delivery service; however, the City disclaims any responsibility for proposals forwarded by regular or overnight mail. If the proposal is sent by overnight mail, the designation in Section 2b, above, must also appear on the outside to the delivery company envelope. Proposals received after the designated time and date will not be considered, and will be returned to the respondent unopened.

7. Request for Proposal Package

Prospective respondents may obtain a Request for Proposal package by applying in person to the Purchasing Department, Municipal Building, First Floor, 344 Broadway, Long Branch, during regular business hours, or by requesting the bid package by phone or mail, or fax. The City will be responsible for putting the package in the mail but assumes no responsibility for the respondent's receipt of same.

8. Obligation of Respondent

At the time of the opening of the proposals, each respondent will be presumed to have read and to be thoroughly familiar with the request for proposal documents and all contract documents. The failure or omission of any respondent to receive any form, instrument or document shall in no way relieve any respondent from any obligation in respect to this Proposal.

9. Proposal Security NOT REQUIRED FOR THIS CONTRACT

Each proposal will be accompanied by either a certified check, cashier's check or bid bond in the amount of ten (10) percent of the bid, unless indicated otherwise in the request for proposal, payable to the City of Long Branch. Such Proposal Security will be returned to the unsuccessful bidders within sixty (60) days after the formal opening of the bids. The Proposal security of the successful bidder will be returned within ten (10) days after the City and the successful bidder have executed a contract for the proposed purchase and performance bond has been provided to the City or, if no contract is executed, within sixty (60) days after the date of the opening of the bids, upon the demand of the bidder at any time thereafter so long as he has not been notified of the acceptance of his bid.

In accordance with New Jersey Statute, failure to submit this security will result in rejection of the bid.

10. Certificate of Surety NOT REQUIRED FOR THIS CONTRACT

Each Proposal must, if indicated on the Proposal Check List, be accompanied by Certificate of Surety. Said Certificate shall be from bonding company, registered to do business in the State of New Jersey, guaranteeing that it will, upon award of the contract to the bidder, provide a performance bond or 100% of the contract. A sample Certificate of Surety is incorporated into these specifications. **In accordance with New Jersey Statute, failure to provide the Certificate of Surety, if required in the Notice to Bidders, will result in rejection of the bid.**

11. Performance Bond NOT REQUIRED FOR THIS CONTRACT

If indicated as a requirement in the Notice of Request for Proposals, the successful respondent will be required to provide, simultaneously with the delivery of the executed contract, an executed Performance Bond, in the amount of one hundred percent (100%) of the anticipated contract, as security for the faithful performance of this contract.

Failure to deliver this bond with the executed contract shall be cause for declaring the contract null and void.

12. Public Disclosure

Chapter 33 of the Public Laws of 1977 provides that no corporation or partnership shall be awarded any State, Municipal or School District contract for performance of any work or the furnishing of any materials or supplies, unless prior to the receipt of the bid or accompanying the bid of said corporation or partnership there is submitted a statement. The statement shall set forth the names and addresses of all stockholders in the corporation or partnership who own ten percent or more of its stock of any class, or of all individual partners in the partnership who own a ten percent or greater interest therein. **In accordance with New Jersey Statute, failure to supply this information with your proposal will result in rejection of the bid.**

13. Non-Collusion

The respondent must submit with his proposal the attached affidavit of non-collusion, which must be signed and notarized. **Failure to include this executed form with your bid proposal will result in rejection of the bid.**

14. Receipt of Addenda

Any necessary addenda to this request for proposals will be delivered to all prospective bidders by fax and/or mail within the timeframe allowable by law. Respondents must complete Acknowledge of Receipt of Addenda form provided in the proposal package. **In accordance with New Jersey Statute, failure to include this executed form with your bid proposal will result in rejection of the bid.**

15. Business Registration

In accordance with P.L. 2004, Chapter 57, all respondents submitting a proposal to the City must include, with their proposal submission, proof of registration of their business with State of New Jersey, Department of Treasury, Division of Revenue, in the form of a copy of the bidder's valid Business Registration Certificate (see sample form in specification package). Regardless of whether the City may have on file a copy of this form, **In accordance with New Jersey Statute, failure to include your Business Registration Certificate with your proposal will result in mandatory rejection of the bid.**

Further, the successful contractor must review and comply with the mandatory language in the attachment entitled Business Registration Certificate Compliance incorporated into these specifications. This language will become part of the contract document upon award of the bid.

16. Public Works Contractor's Registration

In accordance with N.J.S.A. 34:11-56.48 et seq., all contractor's bidding on contracts for "public works", and listed subcontractors, in addition to compliance with Prevailing Wage Regulations, must have, at the time of the receipt and opening of bids, a valid Public Works Contractor's Registration, issued by New

Jersey Department of Labor, Division of Wage and Hour Compliance, Contractor Registration Section. Bids submitted by unregistered contractors can not be considered. The City requests copy of said registration(s) with the submission of the bid, if possible. The contract will not be awarded until certificates are received from the contractor, and verified with the State for validity.

17. Americans with Disabilities Act of 1990

Discrimination on the basis of disability in contracting for the purchase of goods and services is prohibited. The successful contractor is required to read the Americans with Disabilities language that is part of this specification, and agrees that the provisions of Title II of the Act are made a part of the contract. The successful contractor is obligated to comply with the act and to hold the City harmless.

18. Affirmative Action

The respondent must read, make himself familiar with, and agree to the terms of the Affirmative Action Statement which immediately follows this section. Further the respondent must complete the Affirmative Action questionnaire incorporated into this proposal package.

19. Quantities

Quantities stated in this request for proposals are estimates of the City's needs. The City reserves the right to increase or decrease quantities, or to completely eliminate any item or items, depending upon its needs, and based on New Jersey Local Public Contracts Law.

20. Acceptance of Proposal and Its Effect

Within sixty (60) days after the opening of the proposals, the City will act upon them. The acceptance of a proposal will be given to the successful respondent by formal written notice of action taken by the Long Branch City Council. No other act of the City or any official shall constitute the acceptance of a proposal. The acceptance of a proposal shall bind the successful respondent to execute the contract and to be responsible for liquidated damages as hereinafter provided. The rights and obligations provided for in the contract shall become effective and binding upon the parties only with its formal execution of agreement of contract. Acceptance of a bid as provided herein, shall constitute the award of the contract.

21. Challenge of Specifications

Any respondent who wishes to challenge a specification shall file such challenge in writing with the Purchasing Agent no less than five (5) days prior to the opening of the RFPs. Challenges filed after that time shall be considered void, and having no impact on the City of the award of the contract.

22. Time for Executing the Contract

The bidder whose bid shall be accepted will be required to execute a contract within fifteen (15) days after the notice that his Proposal has been accepted. Failure or neglect to execute the Contract within the said period shall constitute a breach of the agreement effected by the acceptance of the bid and the Proposal security shall thereupon become forfeited. The provisions contained in the said contract shall be considered a part of the Specifications.

23. Liquidated Damages for Failure to Enter Into Contract

The successful bidder, upon his failure or refusal to execute and deliver the Contract and Bonds required within fifteen (15) days after he has received notice of acceptance of his bid, shall forfeit to the City as liquidated damages for such failure or refusal, the proposal security deposited with his bid.

24. Assignment or Subletting of Contract

The contractor may not assign or sublet this contract, in whole or in part, without prior express written approval of the City Administrator. The primary contractor will not be permitted to add or to substitute subcontractors, which are shown on the list submitted with the RFP response, without obtaining prior written approval from the City Administrator.

If sub-contracting is allowed as a part of this contract, the City will consider the primary contractor to be the sole point of contact with regard to contract matters. The primary contractor will be required to assume sole responsibility for delivery of all services.

25. Time of Payment

Billing shall be in accordance with the-terms and conditions as further specified in the RFP. The City shall make payment within 30 days after receipt of invoice and signed voucher.

26. Tax Exemption

The City of Long Branch is exempt from all Federal and State excise, sales, and other taxes. Tax ID number is available upon request to the Comptroller's Office.

27. Insurance

The contract shall maintain Workmen's Compensation, General Liability, and Automobile Liability insurance coverage in amounts as required in the bid specifications and subject to City approval, and, if requested, shall name the City as also insured.

28. Indemnification

The bidder, if awarded a contract, agrees to protect, defend and save harmless the City, its agents, servants, employees, and assigns against any damage for payment for the use of any patented material process, article or devise that may enter into the manufacture, construction or form a part of the work covered by either order or contract, and he further agrees to indemnify and save harmless the City, its agents, servants, employees, and assigns from suits or actions of every nature and description brought against it, for, or on account of any injuries or damages received or sustained by any party or parties by, or from any of the acts of the contractor, his servants or agents. This indemnification and save harmless obligation shall include cost of providing for defense of the City of Long Branch in any type of action filed against the City.

29. Non-Appropriation of Funds

In accordance with New Jersey Statutes, multi-year contracts, and contracts whose term encompasses more than one fiscal year, are awarded based upon certification of adequate funds in the current budget year, with continuation of the contract contingent upon provision of additional funds in future year budgets.

If, in fact, due to budget constraints, the City determines that it cannot continue the contract beyond the period for which funds were certified, it will give the contractor sixty (60) days written notice of its intent to cancel the contract.

30. Disclosure of Contributions to ELEC

Contractors are advised of the responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Enforcement Commission, pursuant to N.J.S.A. 19:44-20.13 (P.L. 2005, c, 271, s.3), if the contractor receives contracts in excess of \$50,000 from public entities in a calendar year. It is the contractor's responsibility to determine if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

EXHIBIT A
N.J.S.A. 10:5-31 and N.J.A.C. 17:27
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
Goods, Professional Services and General Service Contracts
(Mandatory Affirmative Action Language)

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Except with respect to affectional or sexual orientation, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting for the provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex.

The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2 or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

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

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

In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance and EEO as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

THE CONTRACTOR IS REQUIRED TO SUBMIT, PRIOR TO OR AT THE TIME THE CONTRACT IS SUBMITTED FOR SIGNING BY THE PUBLIC AGENCY, ONE OF THE FOLLOWING THREE DOCUMENTS:

- i. APPROPRIATE EVIDENCE THAT THE CONTRACTORS OPERATING UNDER AN EXISTING FEDERALLY APPROVED OR SANCTIONED AFFIRMATIVE ACTION PROGRAM.**
- ii. A CERTIFICATE OF EMPLOYEE INFORMATION REPORT APPROVAL IN ACCORDANCE WITH N.J.A.C. 17:27-4.**
- iii. AN INITIAL EMPLOYEE INFORMATION REPORT CONSISTING OF FORMS PROVIDED BY THE AFFIRMATIVE ACTION OFFICE AND COMPLETED BY THE CONTRACTOR IN ACCORDANCE WITH N.J.A.C. 17:27-4.**

AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The CONTRACTOR and the OWNER do hereby agree that the provisions of Title II of the American With Disabilities Act of 1990 (the "ACT") (42 U.S.C. S12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereunto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the OWNER pursuant to this contract, the CONTRACTOR agrees that the performance shall be in strict compliance with the Act. In the event that the Contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the CONTRACTOR shall defend the OWNER in any action or administrative proceeding commenced pursuant to this Act. The Contractor shall indemnify, protect, and save harmless the OWNER, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The CONTRACTOR shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the OWNER grievance procedure, the CONTRACTOR agrees to abide by any decision of the OWNER which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the OWNER or if the OWNER incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the CONTRACTOR shall satisfy and discharge the same at its own expense.

The OWNER shall, as soon as practicable after a claim has been made against it, give written notice thereof to the CONTRACTOR along with full and complete particulars of the claim. If any action or administrative proceedings is brought against the OWNER or any of its agents, servants, and employees, the OWNER shall expeditiously forward or have forwarded to the CONTRACTOR every demand, complaint, notice, summons, pleading, or other process received by the OWNER or its representatives.

It is expressly agreed and understood that any approval by the OWNER of the services provided by the CONTRACTOR pursuant to this contract will not relieve the CONTRACTOR of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the OWNER pursuant to this paragraph.

It is further agreed and understood that the OWNER assumes no obligation to indemnify or save harmless the CONTRACTOR, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the CONTRACTOR expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the CONTRACTOR'S obligations assumed in this Agreement, nor shall they be construed to relieve the CONTRACTOR from any liability, nor preclude the OWNER from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Registering A Business with the New Jersey Department of the Treasury

Business organizations or individuals doing business in New Jersey are required to register with the Department of the Treasury, Division of Revenue. Registration is free and is a one-time action – there are no fees to register. However, you should update your contact and tax eligibility information as needed. Registration is required to conduct most business with any state, county, municipal, local board of education, charter school, county college, authority, or state college or university. The contracting agency may be required to have a copy of the “proof of registration certificate” submitted as part of a public bid or prior to issuing a purchase order.

To register: Businesses must complete **Form NJ-REG** and submit it to the Division of Revenue. The form can be filed form online or by mailing a paper form to the Division. Online filing is strongly encouraged.

- Register online at www.nj.gov/treasury/revenue/taxreg.htm. Click the “online” link and then select “Register for Tax and Employer Purposes.”
- Download the paper form and instructions at www.nj.gov/treasury/revenue/revpmt.htm.
- Call the Division at 609-292-1730 to have a form mailed to you.
- Write to the Division at: Client Registration Bureau, PO Box 252, Trenton, NJ 08646-0252.

Note: If you operate a corporation, limited partnership, limited liability company or limited liability partnership, before registering, you must obtain legal authority to operate in the State of New Jersey. Generally, this is accomplished by filing an original business certificate with the Division of Revenue, such as a Certificate of Incorporation or Formation. For more information on this subject, visit www.nj.gov/treasury/revenue/filecerts.htm, or call 609-292-9292.

Registering as an individual: There is a simplified registration process for individuals doing business with any New Jersey government agency. The form (NJ-REG-A) may be on the back of this form. If not, it can be downloaded from the web at www.nj.gov/treasury/revenue/pdforms/rega.pdf. To obtain a copy by mail, call 609-292-1730, or write to the Division at the Client Registration Bureau, PO Box 252, Trenton, NJ 08646-0252.

Questions about the registration process? Call 609-292-1730 or submit by e-mail at www.nj.gov/treasury/revenue/revcontact.html.

How do I receive the proof of registration certificate?

- **New registrants.** When completing Form NJ-REG, make sure you answer “Yes” to the contractor/sub-contractor question (Online - Item 17; Paper Form - Item 18). The Division of Revenue will mail the certificate to the mailing address you supply on your registration form.
- **Previously Registered Businesses.** Call 609-292-1730 and select option 3. The Division of Revenue’s service agents will take your order and mail you a certificate. Please allow 7 to 10 working days to receive your certificate. Alternately, you may visit the Division’s Client Registration Bureau in person and request a certificate. The address is 847 Roebbling Avenue, Trenton, NJ 08611. Service desk hours are 8:30am to 4pm, weekdays, excluding holidays.

What information does the proof of registration contain? The certificate displays the following information: Business Name, Trade Name (If Applicable), Tax Payer ID (Usually the Employer Identification Number), Business Address, Contractor Certification Number (State Issued), Certification Issuance Date, Effective Date (Business Start Date Entered on Form NJ-REG).

E-Ticketing Solution

City of Long Branch

1.0 Introduction

The City of Long Branch is seeking bids for an Electronic Ticketing (E-Ticketing) solution.

2.0 Scope of Work

City of Long Branch Police Department is seeking to obtain an Electronic Ticketing (E-Ticket) system. Total initial number of vehicles to be deployed with E-Ticket will be 40 vehicles with 16 mobile computers and 7 handhelds. The department expects to write approximately 16,000 tickets annually. The City of Long Branch Police Department wishes to enter into an agreement with a qualified vendor who shall be paid on a per ticket basis with no requirement to pay any money upfront.

3.0 Maintenance Term

Annual maintenance must cover both software and hardware items up to and including replacement. Maintenance must also cover all upgrades while maintenance is up to date.

4.0 Functional/Technical Requirements

- 4.1 Vendors proposed E-Ticketing system must operate on mobile computers, PDA's and tablet (Android Based)
- 4.2 Software must work with Windows XP, Vista, and potentially Windows 7
- 4.3 E-Ticketing system must not require the City of Long Branch to install or maintain any additional internal network server infrastructure.
- 4.4 Vendor proposed E-Ticket system data must be able to be exported daily issued ticket data in CSV or XML format.
- 4.5 System must be able to perform an auto populate from DMV and NCIC lookups
- 4.6 Systems must capture officer notes in the E-Ticketing application and officer's must be able to retrieve the notes through a web based application along with images of the electronic ticket issued.
- 4.7 Compact, durable thermal printers are also required for all units
- 4.8 Police vehicle installed printers must be with an automatic paper cutter and paper rolls must be able to print at a minimum of 200 continuous tickets per roll. Installed vehicle printers must be installed with an approved mount supplied and installed onsite by the vendor at no additional cost to the City of Long Branch Police Department. All printers' repairs and warranty will be the responsibility of the vendor at no additional cost.

4.9 Mounting brackets/harnesses are also required for all printers

5.0 Documentation

5.1 Vendor shall supply detailed specs for mobile laptops and handheld units to be used.

5.2 Vendor shall supply a detailed maintenance agreement.

5.3 Vendor shall supply a comprehensive warranty agreement

6.0 Vendor Requirements

6.1 Vendor's proposed E-Ticket system must be an approved E-Ticket system through the State of New Jersey Office of the Administrative Courts, and conform to all the requirements established in the E-Ticket Client Application Implementation Guide published by New Jersey Office of Administrative Court (AOC). Vendors proposed E-Ticket system must be an already approved AOC NJ E-Ticket system with at least 25 verifiable agencies operating the vendor proposed system in the state of New Jersey.

6.2 Vendor will be responsible to provide all onsite warranty 24x7x365 days a year with a 4 hour response time for proposed E-Ticket solution for the contracted period at no additional cost.

6.3 Vendor will be responsible to provide a turnkey solution including all hardware, printers, software, paper, supplies, installation, and training onsite to the City of Long Branch Police Department for the contracted period at no additional cost.

6.4 Vendor shall update any and all citation requirements or assist in doing so.

6.5 Vendor shall supply any hardware or service upgrade costs.

6.6 Vendor shall supply their company's Return policy.

6.7 Vendor shall supply a list of three (3) references where comparable Services have been provided. The list should accompany your proposal.

6.8 All proposals shall be complete including charges for labor, travel, documentation, insurance, deliveries, installation, testing, service materials, tools, and any other charges required to fulfill quote.

6.9 Vendor shall comply with all applicable Federal, State, and Local laws, rules, licenses, and requirements.

6.10 Proposals must be received no later than 10:00a.m. Tuesday, April 24, 2012. Proposals must be sealed and contain 2 paper copies. The proposal must be valid for 90 days after submittal.

7.0 Evaluation of Proposals

The City of Long Branch Police Department will award the contract to the lowest responsible bidder pursuant to State of New Jersey purchasing guidelines. Responses will be based upon the following factors:

- Completeness of response
- Costs, both startup and annually
- Prior experience with Vendor
- Vendor Track Record, including references
- Quality of service
- Quality of product
- Needs met based on RFP requirements

8.0 Contract Award

The City of Long Branch reserves the right to reject any and all proposals and to waive any informalities found therein.

9.0 Question Submissions

City of Long Branch Police Department

Attn: Sgt. Charles F. Shirley Jr.

344 Broadway

Long Branch, NJ 07740

Telephone: 732-222-1000

Email: Cshirley@longbranch.org