

**SUBJECT TO CHANGE
BOROUGH OF WEST LONG BRANCH
COUNCIL MEETING**

January 17, 2024
(Immediately Following Caucus Meeting Which Starts at 6:30 PM)

MAYOR JANET W. TUCCI PRESIDES

MAYOR TUCCI REPORTS SUNSHINE LAW COMPLIED WITH

PRESENT: BRAY CIOFFI, GOMEZ, NEYHART, PENTA, SNIFFEN

ABSENT:

READING AND APPROVAL OF MINUTES:

Caucus Minutes
December 20, 2023

Executive Session Minutes
December 20, 2023

Council Minutes
December 20, 2023

Reorganization Minutes
January 3, 2024

REPORTS OF STANDING COMMITTEES:

MAYOR TUCCI:

COUNCILMAN BRAY (FINANCE & ADMINISTRATION):

COUNCILMAN CIOFFI (RECREATION, ENVIRONMENTAL, & SHADE TREE):

COUNCILMAN GOMEZ (FIRE & EMS):

COUNCILMAN NEYHART (POLICE):

COUNCILMAN PENTA (PUBLIC WORKS):

COUNCILMAN SNIFFEN (PUBLIC PROPERTY):

BOROUGH ADMINISTRATOR GONTER:

BOROUGH CLERK SANTOS:

BOROUGH ATTORNEY BAXTER:

BOROUGH ENGINEER MULLAN:

COMMUNICATIONS:

1. Tax Collector's Monthly Report – December 2023
2. Code Enforcement Monthly Report – December 2023
3. Zoning Monthly Report – December 2023

ORDINANCES:

1. Ordinance No. O-24-1 – An Ordinance Amending Ordinance No. O-23-1 Regarding Salaries of Various Municipal Employees and Setting the 2024 Salaries of Various Municipal Officers, Employees and Appointees
Second and Final Reading
2. Ordinance No. O-24-2 – 2024 Salary Ordinance of Various Municipal Employees
Second and Final Reading

RESOLUTIONS:

1. R-24-34 Resolution Authorizing Monmouth County Open Space Grant Application
2. R-24-35 Resolution Awarding Contract for Real Property Data Collection and Verification Services
3. R-24-36 Resolution Accepting Primepoint HRMS, Payroll & Time Solution Proposal for the Borough of West Long Branch
4. R-24-37 Resolution Authorizing Shared Services Agreement between the Borough of West Long Branch and the West Long Branch Board of Education for Special Law Enforcement Officer (SLEO) Class III Services

UNFINISHED BUSINESS:

NEW BUSINESS:

BILLS AND CLAIMS:

OPPORTUNITY FOR ANY PERSON TO BE HEARD:

MOTION TO CLOSE THE PUBLIC PORTION AND ADJOURN:

ORDINANCE NO. O-24-1

**AN ORDINANCE AMENDING ORDINANCE NO. O-23-1
REGARDING SALARIES OF VARIOUS MUNICIPAL EMPLOYEES
AND SETTING THE 2024 SALARIES OF VARIOUS MUNICIPAL
OFFICERS, EMPLOYEES AND APPOINTEES**

WHEREAS, the Borough Council adopted Ordinance No. O-23-1 during calendar year 2023, the contents of which set forth salaries of certain municipal employees within the Borough; and

WHEREAS, upon further review, it appears that there are certain positions in those ordinances which either no longer exist, or are incorrectly stated, or there are provisions which contradict Borough policy;

NOW, THEREFORE, BE IT ORDAINED by the Borough Council of the Borough of West Long Branch as follows:

SECTION 1.

That Section 2 of Ordinance No. 277 entitled “AN ORDINANCE TO ESTABLISH THE SALARY RANGE OF VARIOUS MUNICIPAL OFFICERS, EMPLOYEES AND APPOINTEES”, and Ordinance No. O-20-3, which is an amendment to Ordinance No. 277, be amended and supplemented to set the annual salaries for 2024, which shall be paid semi-monthly, unless otherwise stated, of the officers, employees and appointees shall be as follows:

- BOROUGH ADMINISTRATOR
\$45,000 - \$110,000
- BOROUGH CLERK
\$45,000 - \$105,000
- TAX COLLECTOR
\$15,000 - \$90,000
- REGISTRAR
\$2,000 - \$5,000
- DEPUTY REGISTRAR
\$1,000 - \$3,000
- ASSISTANT TREASURER
\$35,000 - \$50,000
- FINANCE CLERK/BOOKKEEPER
\$50,000 - \$65,000
- EMERGENCY SERVICES RECORDS ADMINISTRATOR
\$2,000 - \$5,500
- PART-TIME OFFICE PERSONNEL
Compensation ranges from \$14.13 to \$30.00/hour
- FULL-TIME OFFICE PERSONNEL
\$35,000 - \$50,000
- JUDGE - MUNICIPAL COURT
\$15,000 - \$30,000
- SCHOOL CROSSING GUARDS
Compensation ranges from \$25.00 per shift to \$35.00 per shift

SUPERINTENDENT OF PUBLIC WORKS
\$80,000 - \$100,000

DEPUTY DIRECTOR OF PUBLIC WORKS
\$50,000 - \$78,000

RECYCLING COORDINATOR
\$2,000 - \$6,000

PUBLIC WORKS - PART-TIME/TEMPORARY
Compensation ranges from \$14.13 to \$21.00/hour

HOUSING INSPECTOR
\$50,000 - \$75,000

DEPUTY HOUSING INSPECTOR
\$4,000 - \$5,000

FIRE OFFICIAL
\$19,000 - \$27,000

FIRE INSPECTOR
\$4,300-\$17,000

ZONING OFFICER
\$20,000 - \$60,000

CODE ENFORCEMENT OFFICER
\$20,000 - \$60,000

DEPUTY CODE ENFORCEMENT OFFICER
\$36,400 - \$45,000

TAX ASSESSOR
\$45,000 - \$65,000

SECRETARY - PLANNING AND ZONING BOARDS
\$5,000 - \$10,000 for each Board

SECRETARY - RECREATION
\$750 - \$2,000

SECRETARY - ENVIRONMENTAL
\$750 - \$2,000

SECRETARY - SHADE TREE
\$250 - \$1,000

SPECIAL POLICE
Compensation ranges from \$25.00 to \$35.00/hour

MAYOR
\$3,000 - \$3,300

COUNCIL MEMBERS
\$2,000 - \$2,200

CHIEF OF POLICE
\$100,000 - \$190,000

SUMMER RECREATION

DIRECTOR
\$5,400 - \$8,000

ASSISTANT DIRECTOR
\$2,600 - \$4,500

COUNSELOR
Compensation ranges from \$14.13 to \$19.00/hour

SECTION 2.

This ordinance shall take effect immediately upon passage and publication according to law.

Introduced:
Passed:
Adopted:

MAYOR

BOROUGH CLERK

ORDINANCE NO. O-24-2

2024 SALARY ORDINANCE OF VARIOUS MUNICIPAL EMPLOYEES

BE IT ORDAINED by the Borough Council of the Borough of West Long Branch:

SECTION 1. That Section 2 of Ordinance No. 277 entitled “AN ORDINANCE TO ESTABLISH THE SALARY RANGE OF VARIOUS MUNICIPAL OFFICERS, EMPLOYEES AND APPOINTEES”, and Ordinance No. O-20-2, which is an amendment to Ordinance No. 277, be amended and supplemented as follows:

SECTION 2. The annual salaries for 2024, which shall be paid semi-monthly, unless otherwise stated, of the employees, as set forth in Section 1 hereof, shall be as follows:

	<u>01/01/24</u>
RECORDS CLERK	2,000.00
PUBLIC WORKS EMPLOYEES \$36,375.00 -	70,000.00
PUBLIC WORKS MECHANIC \$36,375.00 -	75,000.00
PUBLIC WORKS ROAD FOREMAN	2,000.00
PARKS FOREMAN	3,200.00
GENERAL FOREMAN	4,200.00
POLICE RECORDS CLERK/SECRETARY \$36,000.00 -	55,000.00

Introduced:
Passed:
Adopted:

MAYOR

BOROUGH CLERK

Councilmember offered the following resolution and moved its adoption:

**RESOLUTION AUTHORIZING MONMOUTH COUNTY OPEN SPACE GRANT
APPLICATION**

1/17/24

WHEREAS, the Monmouth County Board of County Commissioners has approved an Open Space Trust Fund and established a Municipal Open Space Program to provide Program Grant funds in connection with municipal acquisition of lands for County Park, recreation, conservation, and farmland preservation purposes, as well as for County recreation and conservation development and maintenance purposes; and

WHEREAS, the Governing Body of the Borough of West Long Branch desires to obtain County Open Space Trust Funds in the amount of \$100,000 to fund the Angelo Valenzano Park (Block 60 Lot 82) and Franklin Lake Park (Block 70 Lot 11) project.

WHEREAS, the total cost of the project including all matching funds is \$200,000; and

WHEREAS, the Borough of West Long Branch is the owner of and controls the project site;

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of West Long Branch that:

1. Jason Gonter, Borough Administrator, or his/her successor is authorized to
 - (a) make an application to the County of Monmouth for Open Space Trust Funds, (b) provide additional application information and furnish such documents as may be required for the Municipal Open Space Grants Program and (c) act as the municipal contact person and correspondent of the above-named municipality; and
2. The Borough of West Long Branch is committed to this project and will provide the balance of funding necessary to complete the project as described in the grant application in the form of non-county matching funds as required in the Policy and Procedures Manual for the Program; and
3. If the County of Monmouth determines that the application is complete and in conformance with the Monmouth County Municipal Open Space Program and the Policy and Procedures Manual for the Municipal Grants Program adopted thereto, the municipality is willing to use the approved Open Space Trust Funds in accordance with such policies and procedures, and applicable federal, state, and local government rules, regulations, and statutes thereto; and
4. The Mayor and Borough Clerk is hereby authorized to sign and execute any required documents, agreements, and amendments thereto with the County of Monmouth for the approved Open Space Trust Funds; and
5. This resolution shall take effect immediately.

Seconded by Councilmember _____ and carried upon the following roll call vote:

AYES:
NAYS:
ABSENT:
ABSTAIN:

I hereby certify the foregoing to be a true and exact copy of the original resolution as adopted by the West Long Branch Borough Council on January 17, 2024.

BOROUGH CLERK

R-24-34

**RESOLUTION AWARDING CONTRACT
FOR REAL PROPERTY DATA COLLECTION AND
VERIFICATION SERVICES**

WHEREAS, the Borough of West Long Branch has the need to contract for Real Property Data Collection Verification Services and;

WHEREAS, through a fair and open process, the Borough has advertised to receive bids on December 27,2023 for Real Property Data Collection Verification Services and the following bids were received as followed:

Realty Data Systems	\$88,836.00
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WHEREAS, the bid documents were reviewed by the Tax Assessor, Purchasing Agent and the Business Administrator and found to be in order; and

WHEREAS, it is the recommendation of the Tax Assessor and Purchasing Agent that it is in the Borough's best interest to award a contract to Realty Data Systems as the low bidder; and

WHEREAS, the Chief Financial Officer of the Borough of West Long Branch has certified, in accordance with the Certification of Funds Form attached hereto, that funds are available for this contract pending approval for the **2024, Temporary Budget and future budgets, Appropriation #4-01-20-150-000-208, in the amount of \$2,000.00.**

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of West Long Branch, that a contract be awarded to Realty Data Systems for Real Property Data Collection Verification Services for a period January 1,2024 till December 31,2028, in accordance with the bid specifications and proposal, for a sum not to exceed \$88,836.00.

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

BOROUGH OF WEST LONG BRANCH
OFFICE OF FINANCE
965 BROADWAY
WEST LONG BRANCH, NJ 07764

CERTIFICATION OF CHIEF FINANCIAL OFFICER

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

**CONTRACT FOR REAL PROPERTY DATA COLLECTION AND
VERIFICATION SERVICES**

Said contract being made as follows:

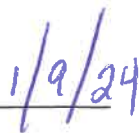
REALTY DATA SYSTEMS \$88,836.00

Said funds being available in the form of:

**PENDING APPROVAL OF THE 2024 TEMPORARY BUDGET
APPRO. # 4-01-20-150-000-208 \$2,000.00 CONTINUATION OF THIS
CONTRACT IS CONTINGENT UPON PROVISION OF ADDITIONAL FUNDS
BY APPROPRIATION TRANSFER, EMERGENCY APPROPRIATION, AND
PROVISION OF ADEQUATE FUNDS IN THE 2024 ADOPTED AND FUTURE
BUDGETS.**



Michael Martin, Chief Financial Officer



Date

ORIGINAL

Realty Data Systems LLC
2 Majestic Avenue – Suite 2
Lincroft, NJ 07738
Tel: 732.276.1057
Fax: 732.276.1056
www.rdsnj.com



Serving New Jersey Municipalities

December 18, 2023

Borough of West Long Branch
Municipal Clerk
965 Broadway
West Long Branch, NJ 07764

Please find our bid package attached for the **Request for Proposals: Real Property Data Collection and Verification Services project**.

We appreciate the Borough's consideration of our proposal and welcome the opportunity to provide any additional information required.

Our West Long Branch Expertise

Our firm is well-qualified to perform the services being sought by the Borough as the leading provider of inspection and data collection services in Monmouth County. RDS has completed over 1 million property inspection visits throughout New Jersey in support of municipal reassessments and revaluations.

We have also served as the inspection vendor for the Borough since 2014 and have received very positive feedback from residents and municipal officials.

We have an unmatched familiarity with the Borough's properties, maps and record cards, and are the most experienced annual inspection vendor.

Please see the Qualifications section contained in our package, which outlines our work on behalf of our municipal clients.

Our Remote Virtual (RV) Interior Inspection System

Additionally, our firm seeks to maximize interior inspection rates using our state-of-the art RV inspection system. The RV process was created by RDS and has been approved and incorporated into the statutory law of the State of New Jersey.

Our RV system allows residents who did not elect to have an interior inspection during a physical property visit to complete an inspection using their smart phones, and requires no app downloads, appointments or physical entries to their homes.

Further, our RV system is staffed for 40 hours each week with a dedicated office team of inspection professionals.

This innovative inspection system has been very well received by residents and municipal officials throughout New Jersey as an efficient, cost effective and safe method of collecting property data.

There are several items we wish to bring to the Borough's attention with respect to the RFP and our bid, as follows:

- (1) Please note that Sections H and I of the proposed Contract are applicable to revaluations and reassessments in which the vendor is performing property valuations. While RDS does offer this service, valuation is not included in the Borough's RFP.
- (2) Please note that if RDS receives the project award, we will request the Borough to insert our firm's name/address in to an executed contract since the RFP was in PDF form and we were unable to do within our bid.

Thank you again for your consideration, and we look forward to continuing our work for the Borough if our firm is re-engaged.

I can be reached at any time if further information is required.

Sincerely,

A handwritten signature in black ink that reads "Michael J. Panter". The signature is written in a cursive, flowing style.

Michael J. Panter, Esq.
Managing Member
Realty Data Systems LLC

Encl

REQUEST FOR PROPOSALS
FOR
BOROUGH OF WEST LONG BRANCH, NEW JERSEY

REAL PROPERTY DATA COLLECTION AND VERIFICATION
SERVICES IN ACCORDANCE WITH THE ASSESSMENT
DEMONSTRATION PROGRAM
(P.L. 2013, c. 15)

January 1, 2024 through December 31, 2028

**REQUEST FOR PROPOSAL
REAL PROPERTY DATA COLLECTION AND VERIFICATION SERVICES**

NOTICE IS HEREBY GIVEN that sealed Proposals will be received by the Municipal Clerk of the Borough of WEST LONG BRANCH, State of New Jersey, on December 27, 2023 at 10:00 a.m. in the Municipality Clerk's Office of the Municipality, located at 965 Broadway, West Long Branch, NJ 07764.

The annual performance of real property data collection and verification services to cover 20% of all properties annually with all parcels located within the Municipality completed over the five (5) year period between January 1st, 2024, and December 31, 2028 (also referenced as the "Project") awarded as a three (3) year contract with the option of one (1) additional one (1) year award.

All requirements associated with the project are set forth in a Request for Proposals package. Such packages may be obtained from the Municipality Clerk's Office, 965 Broadway, West Long Branch, NJ 07764; telephone number 732-229-1756, during regular business hours, 9:00 A.M. to 4:00 P.M., Monday through Friday, excluding holidays, or on the Municipality's website at www.westlongbranch.org. Any questions regarding the Request for Proposals should be directed to the Municipality's Clerk at the telephone number and/or address specified above.

The Project shall be awarded through a "fair and open" process pursuant to N.J.S.A.19:44A-20.4, *et seq.*, to the Vendor whose Proposal is most advantageous to the Municipality, price and other factors considered, in accordance with the review criteria set forth in the Request for Proposals.

All Vendors who submit a Proposal must be able to demonstrate that they are capable of completing the project so that it may be implemented for the 2024 tax year, under the applicable time tables set forth in the Assessment Demonstration Program (P.L. 2013 Ch. 15) or such other applicable laws.

The Municipality reserves the right to reject any or all submissions due to any defects or waive informalities and accept any submissions that in its judgment will be in the best interest of the Municipality. The Municipality shall award the Contract or reject all submissions no later than sixty (60) days from receipt of same.

By authorization of the BOROUGH OF WEST LONG BRANCH

ATTENTION ALL VENDORS:

All Vendors must complete, execute and submit the "Documents Checklist" set forth below and include completed and executed versions of all of the enumerated forms/items set forth below in order for their Proposal to be considered complete. All forms/items must be typewritten or written in ink. **ALL SUBMISSIONS MUST INCLUDE ONE (1) ORIGINAL COPY AND ONE (1) COPY.**

DOCUMENTS CHECKLIST

(Check the box for each document that is enclosed)

Initial each item

- | | (Vendor's initials) |
|---|---------------------|
| 1. Proposal Form to the Municipality | DK |
| 2. Non-Collusion Affidavit | DK |
| 3. Stockholder Statement of Ownership | DK |
| 4. Affirmative Action Questionnaire | DK |
| 5. Statement of Qualifications | DK |
| 6. Exceptions | DK |
| 7. No Response Proposal Survey | DK |
| 8. Contract | DK |
| 9. Appendix A (to proposed Contract) – Property Class Summary | DK |
| 10. Appendix B (to proposed Contract) - List of Supervisors | DK |
| 11. Appendix C (to proposed Contract) – Employee Background Release | DK |
| 12. Appendix D (to proposed Contract) – Schedule of Completion | DK |
| 13. Appendix E (to proposed Contract) – Cost Proposal for 5-Year Internal Inspection Plan | DK |
| 14. Appendix F (to proposed Contract) – Cost Proposal for Added/Omitted Assessment Inspections | DK |
| 15. Appendix G (to proposed Contract) – Cost Proposal for Farmland Assessment Inspections (if applicable) | DK |
| 16. Appendix H (to proposed Contract) – Photo File Naming Procedure 2024 | DK |
| 17. Listing of Subcontractors | DK |
| 18. List of all key employees at date of Proposal indicating educational background | DK |

19. List of current revaluation or reassessment projects under Contract indicating Contract completion date *DN*
20. List of revaluation and reassessment project Proposals submitted to Municipalities within the past six months *DN*
21. Copies of Financial Statements from the last two years *DN*
22. If applicable, Vendor's acknowledgment of receipt of any notice(s) or vision(s) or addenda to an advertisement, specifications or Proposal document(s) *DN*
23. State of NJ Business Registration Certificate *DN*
24. A statement of whether any litigation involving the firm has occurred during the past five years and, if so, explain in detail the nature of such litigation and the results thereof. *DN*
25. List of property inspection and data collection projects performed within the past 5 years, and highlight any such that were performed in Monmouth County *DN*

Name of Corporation, Partnership Entity or Individual: **Realty Data Systems LLC**

Daniel M. Kelly
Signature of Authorized Representative

Print Name and Title of Authorized Representative of Entity Signing This Document
Daniel Kelly - Member

December 18, 2023
Date

PROPOSAL FORM

BOROUGH OF WEST LONG BRANCH, NEW JERSEY

REAL PROPERTY DATA COLLECTION AND VERIFICATION SERVICES

2024 through 2028

WITH RESPECT TO THE COLLECTION AND VERIFICATION OF ALL REAL PROPERTY DATA
SITUATED WITHIN THE BOUNDARIES OF THE **BOROUGH OF WEST LONG BRANCH:**

Realty Data Systems LLC

COMPANY NAME

DOES HEREBY PROPOSE TO UNDERTAKE SAID DATA COLLECTION PROJECT IN ACCORDANCE
WITH THE WITHIN SPECIFICATIONS AND PROVISIONS AT A TOTAL COST OF:

\$88,836 (DOLLARS)

Eighty Eight Thousand Eight Hundred Thirty Six Dollars (IN WORDS)

Realty Data Systems LLC

Company

Daniel M. Kelly

Signature

Daniel Kelly

Print Name

Member

Title

December 18, 2023

Date

Pricing based on the current parcel count. "Per parcel" pricing herein is fixed. Excludes amounts for Added/Omitted inspections.

NON-COLLUSION AFFIDAVIT

State of New Jersey

County of Monmouth

ss:

I, Daniel Kelly, residing in Shrewsbury Borough in the County of Monmouth and State of New Jersey, being of full age and duly sworn according to law on my oath depose and say that:

I am a Member of the firm of Realty Data Systems LLC, the Vendor making the Proposal for the above named project, and that I executed the said Proposal with full authority so to do; that said Vendor has not, directly or indirectly, entered into an agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive Proposal submission in connection with the above named project; and that all statements contained in said Proposal and in this affidavit are true and correct, and made with full knowledge that the Municipality relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the Contract for 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 N/A.

Subscribed and sworn to before me

this 18th day of December, 2023


Notary Public, State of New Jersey


Daniel Kelly

My Commission expires _____
(seal)

JULIA MAIER
Commission # 50210033
Notary Public, State of New Jersey
My Commission Expires
May 08, 2028

STATEMENT OF OWNERSHIP
(OWNERSHIP DISCLOSURE CERTIFICATION)

Date: December 18, 2023

Name/Address of Business:

REALTY DATA SYSTEMS LLC
2 Majestic Avenue – Suite 2
Lincroft, NJ 07738

Name of Person Completing this Form:

Daniel Kelly

N.J.S.A. 52:25-24.2:

"No corporation, partnership, or limited liability company shall be awarded any contract nor shall any agreement be entered into for the performance of any work or the furnishing of any materials or supplies, unless prior to the receipt of the bid or proposal, or accompanying the bid or proposal of said corporation, said partnership, or said limited liability company there is submitted a statement setting forth the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be.

If one or more such stockholder or partner or member is itself a corporation or partnership or limited liability company, the stockholders holding 10 percent or more of that corporation's stock, or the individual partners owning 10 percent or greater interest in that partnership, or the members owning 10 percent or greater interest in that limited liability company, as the case may be, shall also be listed. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member, exceeding the 10 percent ownership criteria established in this act, has been listed.

To comply with this section, a bidder with any direct or indirect parent entity which is publicly traded may submit the name and address of each publicly traded entity and the name and address of each person that holds a 10 percent or greater beneficial interest in the publicly traded entity as of the last annual filing with the federal Securities and Exchange Commission or the foreign equivalent, and, if there is any person that holds a 10 percent or greater beneficial interest, also shall submit links to the websites containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent and the relevant page numbers of the filings that contain the information on each person that holds a 10 percent or greater beneficial interest."

The Attorney General has advised that the provisions of N.J.S.A. 52:25-24.2, which refer to corporations and partnerships apply to limited partnerships, limited liability partnerships, and Subchapter S corporations.

This Ownership Disclosure Certification form shall be completed, signed and notarized.

Failure of the bidder/proposer to submit the required information is cause for automatic rejection of the bid or proposal

Part I / Part II

Type of Corporations:

Limited Liability Corporation 1
Subchapter S Corporation 1

Type of Partnerships:

Limited Partnership 1
Limited Liability Company ✓

Sole Proprietorship 1

Complete if the Vendor is one of the 3 Types of Corporations:

Date Incorporated: 2/5/2013

Where Incorporated: New Jersey

NOTE: If no Stockholder or partner owns 10% or more of the business submitting the Proposal, please sign and date this form.

I certify that the list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be.

Michael Panter

457 Sycamore Ave, Shrewsbury, NJ 07702

Neil Rubenstein

47 Runnymede Rd, Berkeley Heights, NJ 07922

Daniel Kelly


457 Sycamore Ave, Shrewsbury, NJ 07702

Part III

Realty Data Systems LLC has no parent entity, is not publicly-traded and is not affiliated with any publicly-traded entity.

Subscribed and sworn to before me

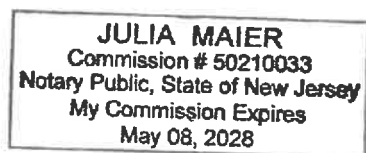
this 18th day of December, 2023


Notary Public, State of New Jersey



Affiant: Daniel Kelly

My Commission expires _____
(seal)



BOROUGH OF WEST LONG BRANCH
NOTICE TO VENDORS
AFFIRMATIVE ACTION REQUIREMENTS
N.J.S.A. 10:5-31 and N.J.A.C. 17:27
PROCUREMENT AND SERVICE CONTRACTS

"Vendors are required to comply with the requirements of P.L. 1975, c. 127" (N.J.A.C. 17:27)

A. ALL VENDORS

1. Within seven (7) days after receipt of notification of intent to award the Contractor receipt of the Contract, whichever is sooner, the successful Vendor must submit one of the following forms of evidence:

- a) A Federal Letter of Affirmative Action Plan Approval from the U.S. Department of Labor's Office of Federal Contract Compliance Programs (OFCCP). This letter cannot be more than one year old from the date of issuance.

OR

- b) A State of New Jersey Certificate of Employee Information Report.

OR

- c) A completed Affirmative Action Employee Information Report (Form AA302).

Please note that the Affirmative Action Affidavit for Vendors having less than fifty (50) employees is no longer acceptable.

2. The successful Vendor(s) may obtain the Affirmative Action Employee Information Report (AA302) from the Purchasing Division during normal business hours.
3. The successful Vendor(s) must submit the white and canary copies of the (AA302) Report to the State Affirmative Action Office. The pink copy is submitted to the public agency, and the gold copy is retained by the Vendor.

B. THE FOLLOWING QUESTIONS MUST BE ANSWERED BY ALL PROSPECTIVE VENDORS:

1. Do you have a Federal Letter of Affirmative Action Plan Approval? This letter cannot be more than one year old from the date of issuance.

Yes _____ No ✓ _____

- a) If yes, please submit a photo copy of such approval. **If no,**

NOTICE TO VENDORS
AFFIRMATIVE ACTION REQUIREMENTS
N.J.S.A. 10:5-31 and N.J.A.C. 17:27
PROCUREMENT AND SERVICE CONTRACTS
(Continued)

2. Do you have a State of New Jersey Certificate of Employee Information Report (Certificate of Approval)?

Yes ✓ No

(attached)

Renewal submitted and NJ Dept. of Treasury EEO Monitoring is delayed in issuances due to pandemic.

a) If yes, please submit a photo copy of such approval.

If no,

3. Vendors must complete an Affirmative Action Employee Information Report (AA302) obtained from the Purchasing Division during normal business hours.

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

The undersigned Vendor certifies that he/she is aware of the commitment to comply with the requirements of P.L. 1975, c. 127 (N.J.A.C. 17:27) and agrees to furnish the required forms of evidence.

The undersigned Vendor further understands that his/her Proposal must be rejected as non-responsive if said Contractor fails to comply with the requirements of P.L. 1975, c. 127 (N.J.A.C. 17:27).

REALTY DATA SYSTEMS LLC

Company



Signature

Daniel Kelly

Print Name

Member

Title

December 18, 2023

Date

Certification 50797

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-NOV-2020** to **15-NOV-2027**

REALTY DATA SYSTEMS LLC
2 MAJESTIC AVE., SUITE 2
LINCROFT NJ 07738



A handwritten signature in cursive script, reading "Elizabeth M. Muoio".

ELIZABETH MAHER MUOIO
State Treasurer

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)

N.J.A.C. 17:27

(REVISED 10/08)

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity 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 forth 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, gender identity or expression, disability, nationality 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 afford equal employment opportunities to minority and women workers consistent with Good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2, or Good faith efforts to meet targeted 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, gender identity or expression, disability, nationality 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 targeted 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, gender identity or expression, disability, nationality 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 shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

- Letter of Federal Affirmative Action Plan Approval
- Certificate of Employee Information Report
- Employee Information Report Form AA302

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

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. §12101 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 thereto, 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.

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

OPS Number:

Proposer: **Realty Data Systems LLC**

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that the person or entity, or one of the person or entity's parents, subsidiaries, or affiliates, is not identified on a list created and maintained by the New Jersey Department of the Treasury as a person or entity engaging in investment activities in Iran. If the Director finds a person or entity to be in violation of the principles which are the subject of this law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the person or entity.

I certify, pursuant to Public Law 2012, c. 25, that the person or entity listed above for which I am authorized to submit a proposal:

X is not providing goods or services of \$20,000,000 or more in the energy sector of Iran, including a person or entity that provides oil or liquefied natural gas tankers, or products used to construct or maintain

pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran,

AND

X is not a financial institution that extends \$20,000,000 or more in credit to another person or entity, for 45 days or more, if that person or entity will use the credit to provide goods or services in the energy sector in Iran.

In the event that a person or entity is unable to make the above certification because it or one of its parents, subsidiaries, or affiliates has engaged in the above-referenced activities, a detailed, accurate and precise description of the activities must be provided in part 2 below to the New Jersey Turnpike Authority under penalty of perjury. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN

You must provide a detailed, accurate and precise description of the activities of the proposer, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

N/A

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the State of New Jersey is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the State to notify the State in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the State of New Jersey and that the State at its option may declare any contract(s) resulting from this certification void and unenforceable.

Daniel Kelly, Member

Signature: 

Date: 12/18/2023

BOROUGH OF WEST LONG BRANCH

QUALIFICATIONS

The Vendor is required to state in detail, in the space provided below, the following:

- (1) All work that the Vendor has performed that is similar in nature and scope to the proposed work and the dates of completion of same;
- (2) References and such other detailed information that will enable the Borough to judge the Vendor's responsibility, experience, skill and financial standing;
- (3) Evidence that the Vendor maintains a permanent place of business;
- (4) A listing of equipment available to the Vendor for the work under the proposed Contract;
- (5) Evidence that the Vendor has suitable financial status to meet obligations incidental to the work; and
- (6) Evidence that the Vendor has appropriate technical experience to complete the work.

Please see attached.

Realty Data Systems LLC

Company

Daniel M. Kelly

Signature

Daniel Kelly

Print Name

Member

Title

December 18, 2023

Date

(ATTACH ADDITIONAL PAGES, IF NECESSARY)

Qualifications

Background

Founded in 1934, Realty Appraisal Company ("Realty Appraisal") was recognized as the leading municipal revaluation and appraisal firm in the State of New Jersey, operating exclusively in the Garden State.

Rated as the best in the state for quality, accuracy and methodology by New Jersey's municipal tax assessors, the firm achieved an unrivaled reputation for excellence due to its successful completion of more than 400 revaluation and reassessment programs in 18 of New Jersey's 21 counties.

Realty Data Systems

In February 2013, Michael Panter and the owners of Realty Appraisal founded Realty Data Systems LLC ("RDS") headquartered in Lincroft, NJ (Monmouth County) to perform annual property data collection/verification services and to complete reassessment and revaluation programs on behalf of municipalities. As RDS continued to expand, Realty Appraisal formally moved its operations under the RDS umbrella in 2020.

Our firm's highly trained professionals utilize the latest technology to streamline the real estate inspection, data collection and valuation process on behalf of our municipal clients. Our firm has sufficient financial, equipment and staffing resources to undertake any municipal inspection project.

RDS has performed inspections in support of revaluation and reassessment projects throughout New Jersey and has completed over 1 million inspection visits across all property classes.

These projects have included ten (10) years of annual projects completed successfully on behalf of the Borough.

Our firm has never represented property owners in assessment appeals in any municipality.

Technology

Each RDS inspector is equipped with a PC-based electronic tablet which is pre-populated with all existing municipal real estate records in a proprietary platform, which allows for regular updating and/or verification of all property information necessary for municipal reassessments and revaluations.

These functions include digital floor plan sketching of primary and secondary structures, documentation of amenities; digital photography (including date and file names, consistent with any required county indexing); comprehensive exterior and interior property features; electronic inspector and property owner signatures; date stamps for all inspection visits; and GPS guidance.

Our electronic tablets update the firm's servers (and backups) daily, which allow us to continually track the progress of all projects and to share regular updates with the municipality's Tax Assessor, and to update municipal records within the County's CAMA database, with which our technology is fully compatible.

RDS' platform also eliminates the potential errors associated with traditional methods of data collection, which rely on paper inspection forms and sketches, separate photographs and the data entry of all information into a single property file. Our platform does not allow a property inspection to be concluded or data to be submitted until all data fields have been completed and verified.

Our technology, combined with the expertise of our partners and field professionals enable us to provide the most accurate and time/cost-effective data collection and property valuation services available in the industry.

Our Remote Virtual (RV) Interior Inspection System

RDS seeks to maximize interior inspection rates using our state-of-the art RV inspection system. This RV process was created by RDS and has been approved and incorporated into the statutory law of the State of New Jersey.

Our RV system allows residents who did not elect to have an interior inspection during a physical property visit to complete an inspection using their smart phones, and requires no app downloads, appointments or physical entries to their homes.

Further, our RV system is staffed for 40 hours each week with a dedicated office team of inspection professionals.

This innovative inspection system has been very well received by residents and municipal officials throughout New Jersey as an efficient, cost effective and safe method of collecting property data.

Our Services

RDS provides a comprehensive package of data collection/verification and reassessment/revaluation services.

Our services include visits to each property within a municipality's borders during each project period. This data allows the Tax Assessor or RDS's certified general appraisers to update property values in response to changes in the real estate market pursuant to any reassessment or revaluation project - in addition to capturing additional tax revenue when property records are updated to reflect improvements and other changes.

These services include:

- Comprehensive real property inspection services
- A dedicated, full-time Remote Virtual (RV) inspection staff to complete interior inspections remotely, which is very user-friendly and requires no appointments.
- Cost-effective pricing for all taxable and tax-exempt property classes
- Timely electronic updating of municipal property records
- Exterior and interior inspections

- Digital photos, floor plan sketches, signatures and date stamps
- “Added and Omitted” and appeal inspections at the Tax Assessor’s direction
- Multiple mailed notifications to property owners
- Highly-trained inspectors with local office support services
- Farmland Assessment inspections
- Property valuation pursuant to all reassessment and revaluation projects
- Taxpayer assessment meetings
- Tax appeal defense

Our Professionals

Please note that bios for our office and field staffs can be found at www.rdsnj.com.

All RDS personnel are 21 years of age or older and have extensive experience (greater than 1 year and exceeding 150 hours of in-service training) working in multiple municipalities and across all property classes in their respective areas of responsibility, including but not limited to: physical/RV inspections, data auditing, project outreach/customer service and property valuation.

Field and RV inspectors complete 80 hours of in-office training and a minimum of 160 hours being trained in the field while paired with experienced inspectors working on active projects, prior to conducting any individual inspections.

Consistent with our firm’s mission to employ veterans, nearly 30% of our positions since the firm’s founding have been filled by military and law enforcement veterans, or by personnel who have worked on behalf of veteran organizations.

Michael Panter, Esq.

Michael Panter has been an attorney, investment banker and corporate executive in New Jersey and New York, and handled more than 400 tax assessment cases in Middlesex and Monmouth counties from 2009 to 2013 with a 99% success rate.

Prior to forming RDS, he was a Vice President in the investment banking division of Citigroup/Salomon Smith Barney; the co-founder an investment advisory firm which oversaw more than \$800 million in private pension assets; a corporate and mergers/acquisitions attorney for Paul Hastings LLP (formerly Battle Fowler LLP); and a member of the New Jersey State Assembly (2004-2008) representing the 12th Legislative District in Monmouth and Mercer Counties.

His efforts have been featured in national publications ranging from the *New York Times* to *Stars and Stripes*, *Variety* and the *Hollywood Reporter*, and he has appeared on programs such as NPR’s *All Things Considered* and Fox News Channel’s *Hannity & Colmes*.

Michael earned his Bachelor of Arts *magna cum laude* from Syracuse University, where he was elected to Phi Beta Kappa and funded his education by working with the United States Army, and his Juris Doctorate from Harvard Law School.

He plays a leading role in a variety of community and charitable organizations and is a resident of Shrewsbury, NJ.

Neil Rubenstein - SCRREA, C.T.A.

Neil Rubenstein has been a practicing/mass appraiser of real estate for more than 35 years. He has spent a significant portion of his career engaged in data collection and the mass appraisal field, specifically as it relates to municipal revaluations. He has supervised projects for all types of municipalities, including urban centers, suburban communities, and rural districts.

Neil is a Certified Appraiser and Certified Tax Assessor and serves as Tax Assessor in the municipalities of Haworth and Midland Park, NJ in Bergen County and Westfield, NJ in Union County.

He received his Bachelor of Arts from Muhlenberg College and has continued his education in a variety of tax assessment and real estate appraisal programs through Rutgers University, the NJ Division of Taxation and the Appraisal Institute of Real Estate Appraisers.

Both Neil and Steven Rubenstein have also completed multiple revaluations/reassessments in the Borough and are very familiar with its properties.

Steven Rubenstein - MAI, SCGRE, C.T.A.

Steven Rubenstein has been mass appraising property and performing data collection services since 1986. He has given testimony before the county tax boards of Monmouth, Middlesex, Morris, Bergen, Passaic, Hudson, Sussex, and Ocean Counties, as well as before the Tax Court of New Jersey.

Steven is a Certified Tax Assessor and Certified General Appraiser (retired) and is a member of the Appraisal Institute and Bergen County Association of Assessors. He has served as a guest speaker and panelist at numerous conferences and boards, and as the Tax Assessor in the municipalities of Glen Rock and Wood-Ridge, NJ and continues to work with RDS as a consultant.

Steven graduated from Boston University and has continued his education through a variety of seminars and courses given by the Appraisal Institute of Real Estate Appraisers.

Brian Smith – SCGREA, C.T.A.

Brian Smith has been engaged in mass appraisal for more than 30 years for municipal revaluations and reassessments, in addition to performing municipal appeal defense work before County Tax Boards and the New Jersey State Tax Court. He served as an appraiser for more than two decades with Realty Appraisal Company (West New York, NJ) and as the President of World Appraisal of NJ (Berkeley Heights, NJ).

Brian is a Certified General Appraiser and serves as the Tax Assessor in the municipalities of Emerson, NJ in Bergen County and the Assistant Tax Assessor in Westfield, NJ in Union County.

He graduated from Rutgers University and has continued his education by completing a wide variety of courses through the Appraisal Institute – the largest professional organization for real property appraisers.

Daniel Kelly, C.T.A.

Dan Kelly has been involved in the financial industry in a wide range of capacities for more than 25 years and served as a Commissioner on the Monmouth County Board of Taxation from 2005 through 2013, including a term as the Board President.

He is a Certified Tax Assessor, the co-founder of an investment firm specializing in hospital pension plans and wealth management, and previously served as the Chief Operating Officer and head of fixed income for a national advisory firm.

Dan has overseen real property inspections on behalf of more than 50 municipal governments for reassessment and revaluation projects over a 10-year period, which have included over 800,000 property visits to residential, commercial, industrial, farmland, tax-exempt and other asset classes.

He is an active volunteer with many youth sports programs and charitable organizations, in addition to his local school system, church and team of first responders. He is a resident of Shrewsbury, NJ.

Anthony Carasia

Anthony Carasia serves as a Field Supervisor for RDS and is a lifelong resident of Monmouth County and a graduate of Rumson-Fair Haven Regional High School. He studied at Moravian College, where he was also a student athlete, and enjoyed a long career in financial services.

He has over 7 years of experience supervising residential and commercial property inspection projects in many of New Jersey's largest municipalities for reassessment and revaluation projects.

Anthony Guglielmi

Anthony Guglielmi serves as a Field Supervisor for RDS and is a veteran of the New York City Police Department where he worked as a Police Academy instructor. He has served in the Brooklyn North Task Force, the Organized Crime Control Bureau, and the Major Case Squad – Special Investigation Division.

He has over 6 years of experience supervising residential and commercial property inspection projects in many of New Jersey's largest municipalities for reassessment and revaluation projects, is a licensed private detective and a graduate of John Jay College of Criminal Justice.

Julia Maier

Julia Maier works as an RDS project coordinator, responsible for streamlining communications between property owners, RDS inspection teams and municipal officials, in addition to conducting Remote Virtual property inspections for more than 35 municipalities. She is a graduate of Brookdale Community College and Red Bank Regional High School. Julia previously worked in guest services at Monmouth Park Race Track in Oceanport, NJ.

RDS CURRENT REASSESSMENT/REVALUATION INSPECTION PROJECTS

The following is a list of RDS' projects, with completion dates for each current/last project cycle:

Aberdeen Township	2023
Allenhurst Borough	2024
Asbury Park City	2023
Atlantic Highlands	2024
Bound Brook Borough	2026
Bradley Beach Borough	2023
Brielle Borough	2024
Carteret Borough	2025
Colts Neck Township	2023
Eatontown Borough	2025
Englishtown Borough	2028
Fair Haven Borough	2026
Farmingdale Borough	2024
Freehold Borough	2027
Freehold Township	2027
Hazlet Township	2018
Highlands Borough	2024
Holmdel Township	2022
Howell Township	2023
Interlaken Borough	2023
Keansburg Borough	2026
Keyport Borough	2024
Lake Como Borough	2025
Little Silver Borough	2023
Loch Arbour Village	2022

Manalapan Township	2023
Monmouth Beach	2024
Mt. Olive Township	2021
Neptune Township	2024
Neptune City	2024
Ocean Township	2026
Oceanport Borough	2025
Red Bank Borough	2025
Roosevelt Borough	2028
Rumson Borough	2023
Sea Bright Borough	2025
Sea Girt Borough	2024
Shrewsbury Borough	2023
Shrewsbury Township	2028
Spring Lake Heights	2025
Tinton Falls Borough	2023
Union Beach Borough	2024
Upper Freehold Township	2024
West Long Branch Borough	2023

RDS has also completed projects for reassessments in the municipalities of Deal, Middletown, Hazlet, Matawan, Allentown and Avon.

The Borough can contact the Tax Assessors in any of the above municipalities for references pertaining to RDS' work. In addition, the Borough's Tax Assessor has worked extensively with RDS.

On a combined basis, RDS and Realty Appraisal have completed inspection/data collection, reassessment and revaluation projects on behalf of more than 200 municipalities across 18 New Jersey counties, including 50 of Monmouth County's 48 municipalities.

BOROUGH OF WEST LONG BRANCH

EXCEPTIONS

In the space below list any/all exceptions to these specifications that you will not be providing.

The Municipality reserves the right to accept or reject Proposals and to award the Contract based upon the best interests of the Borough. If there are NO EXCEPTIONS, state "NONE."

1. NONE

2.

REALTY DATA SYSTEMS LLC

SUBMITTED BY:


Daniel Kelly, Member

December 18, 2023

DATED:

BOROUGH OF WEST LONG BRANCH
NO RESPONSE PROPOSAL SURVEY

COMPLETE DATA COLLECTION AND VERIFICATION OF ALL REAL PROPERTIES

If you choose to respond to this Proposal, please write "N/A" on the following line: N/A

If you do not choose to respond to this Proposal, please complete the form below:

Name of Vendor: _____

Reason you did not respond (Check all that apply)

- ☐ Cannot supply product or service
- ☐ Cannot meet technical specifications
- ☐ Cannot meet delivery specifications
- ☐ Cannot meet legal requirements (i.e. performance/security/insurance, etc.)
- ☐ Cannot provide a competitive price at this time
- ☐ Interest in receiving specifications for informational purposes only
- ☐ Insufficient lead time to respond
- ☐ Other: (Please be specific)

Additional comments:

Signed: (optional)

 Anne M. Kelly

**BOROUGH OF WEST LONG BRANCH
PROPERTY DATA COLLECTION AND VERIFICATION PROGRAM**

**CONTRACT FOR REAL PROPERTY DATA COLLECTION AND VERIFICATION SERVICES
FROM JANUARY 1st, 2024, through DECEMBER 31st, 2026, with the option of two (2) one-year
extensions upon mutual agreement of the Parties (the "Contract")**

**THE MUNICIPALITY OF WEST LONG BRANCH
a Municipal Corporation of the State of New Jersey
965 Broadway, West Long Branch, NJ 07764
(hereinafter the "Municipality");**

AND

**[VENDOR NAME]
[ADDRESS]**

(hereinafter the "Company", and together with the Municipality, the "Parties")

**DETAILED DESCRIPTION OF PROFESSIONAL INSPECTION
& DATA COLLECTION SERVICES REQUIRED**

A. General Requirements

1. Immediately upon award of contract, the Company agrees to develop and execute a complete program for the collection and verification of all data used for real properties situated within the Borough (as illustrated on the Property Classification Summary attached hereto as Appendix A) commencing in 2024, in accordance with the requirements of the Real Property Assessment Demonstration Program established pursuant to P.L. 2013, c. 15 (N.J.S.A. 54:1-101 et seq.) utilized in Monmouth County, New Jersey and the specifications required herein, which shall become part of the contract documents.
2. Immediately upon award of the contract, the Company agrees to develop and execute a comprehensive program for the collection, verification, and inspection of data used for added assessments and farmland inspections, associated with real properties located within the Borough West Long Branch. The Company shall perform these activities in strict accordance with the requirements of the Real Property Assessment Demonstration Program established pursuant to P.L. 2013, c. 15 (N.J.S.A. 54:1-101 et seq.), as utilized in Monmouth County, New Jersey, along with the specifications delineated within this contract.
3. The pricing structure for these services shall be itemized according to residential, commercial, and qualified farmland property classifications. A single flat fee shall apply to each itemized property classification. However, the discretion to conduct these inspections during any contract year shall rest solely with the Borough.
4. The Company's inspections of the above line items must be conducted in accordance with the Real Property Assessment Demonstration Program established under P.L. 2013, c. 15 (N.J.S.A. 54:1-101 et seq.) pursuant to the implementation schedule of the Monmouth County Board of Taxation with the consent of the New Jersey Division of Taxation for the purpose of establishing an "Annual Qualified Reassessment to one hundred (100%) of market value" established, in part, utilizing data gathered from conducting annual internal inspections of twenty percent (20%) of the Borough's listed properties. Unless authorized by the Borough's Assessor, the requirements of the "5-year 20% internal inspections program" as associated with the "Annual Qualified Reassessment" shall be the same as that which is

required for revaluation firms under N.J.A.C. 18:12-4.8 as it pertains to internal inspections and digital photography.

5. The Assessment Demonstration Program requires the following schedule be maintained for the Borough's Tax Assessor, which the Company shall acknowledge and understand is important to collect and verify as much data as possible to be utilized to ensure the accuracy of the Assessor's Annual Reassessment.

a. Assessing Date	October 1
b. Reassessment Completion	October 23
c. Preliminary Certification to the Tax Board	November 1
d. Assessment Notices Mailed	November 15
6. The Company's personnel managing and supervising the contract must have at least five (5) years of practical and extensive experience in the collection and verification of real property assessment-related data for the purposes of mass appraisal. Further, all field personnel must have a minimum of seventy-five (75) hours of in-service training for the purpose of collecting such data.
7. The Company must provide sufficient qualified personnel to annually meet the program's schedule for inspections to retrieve the necessary data used for real property tax assessment purposes, including at least one (1) qualified supervisor for every six (6) field data collectors. At least one (1) member of the field team must be capable of and designated to conduct inspections of commercial properties. The supervisor(s) must also be readily available to Borough's Tax Assessor, with any changes in supervisory personnel being approved by the Borough's Tax Assessor.
8. The Company shall require all personnel performing work on this project to authorize a background investigation of its employees by submitting the release attached hereto as Appendix C, or by providing the Police Department with a completed background check. This investigation shall include a National Criminal Information Center report (NCIC) and a driver's license review. All background checks shall be conducted at the Company's sole expense and shall be conducted on a continuing basis as personnel change. Upon written notice to the Company, the Assessor may request the removal of any person for this project whose work is unsatisfactory or has conducted him or herself in an unprofessional manner, or upon the advice and counsel of the Police Department.
9. Any members of the Company working in the field shall carry wearable identification cards in a form approved by the Borough's Tax Assessor. All personnel conducting inspections or otherwise gathering data in the field must wear the approved identification card and present themselves in a neat and clean manner while conducting their duties in a professional and courteous manner.
10. The Company's supervisor(s) shall instruct all field personnel to avoid unnecessary communications while conducting inspections and gathering data. Field personnel are strictly forbidden from discussing value, appraisal methodology, or discussing municipal taxation or budgetary matters while conducting inspections or gathering data. All field personnel shall direct such questions to the Borough's Tax Assessor Office only.
11. The Company is responsible for the provision of its own office space, equipment, and furnishings necessary to perform under the contract. The Company shall also provide adequate phone and email access during the pendency of the program to address inquiries and scheduling issues with taxpayers or their representatives.

12. The Borough shall provide the Company with current tax maps and an electronic copy of the Borough's MODIV data set of current property records for all properties listed in the Borough, including the block, lot, owner's name, address, property location and classification.

B. Property Inspections

1. At least fourteen (14) days prior to any inspections commencing, the Company, at its own expense, shall notify the current owners on file for each property within the Borough that the Company will be conducting inspections of every property within a designated area of the Borough between certain designated dates. The letter must state that each property will be subject to an interior and exterior inspection and that there will be no further warning prior to the first inspection of the property. The letter may also include instructions which enable property owners to complete a remote virtual ("RV") interior inspection which does not require physical entry by contacting the Company. The letter will also state the nature of the inspection and provide contact information of the Company to field any specific questions pertaining to the actual inspection.
2. RV inspections shall be completed for all property owners who contact the Company following the initial mailing and prior to the conclusion of each annual project (which shall occur up to 6 weeks following final property visits). During property visits a property owner may elect a physical walkthrough to complete an interior inspection. All property owners who do not elect a physical walkthrough will be provided with instructions for completing an RV inspection.
3. This said letter must be approved by the Assessor prior to being mailed. Virtual interior inspections are permitted and authorized under the terms and conditions of this contract. These inspections, conducted remotely and without physical presence, should encompass a thorough examination of the interior spaces of the property using digital or visual technology. It is understood that such virtual inspections shall be conducted in compliance with all applicable laws and regulations governing privacy, security, and data protection.
4. The Company is responsible for the inspection and verification of one hundred percent (100%) of exteriors and sixty-five percent (65%) of interiors. Refused entries and failure to complete timely requested appointments, however, shall be excluded from the count to arrive at the percentage of fully inspected properties required. A careful inspection of each parcel shall be made after 9:00 a.m. but before 7:00 p.m. on any day, Monday through Saturday. Inspections may be scheduled with taxpayer's any day of the week, including Sunday as long as the taxpayer agrees to the appointment time and day.
5. If the owner/occupant is not available at the time of the first inspection, a calling card or "door tag" approved by the Borough's Assessor shall be left in a conspicuous place (not in a mailbox) indicating that the field inspector has attempted visits and request the owner/occupant to arrange for an interior inspection by either calling the telephone number provided or through the Company's Internet-based appointment registration website or remote virtual inspection. This card shall include information advising that the assessment data will be estimated as required by law unless an interior inspection is arranged.
6. In cases where no entry is possible after three attempts or an owner/occupant refuses to either set an appointment or allow entry to the premises, the Company shall make reasonable estimates of that property listing using standards promulgated by the New Jersey Division of Taxation. The estimate of a property shall not include the changing of interior data within the CAMA unless visually observed or approved by the Borough's

Assessor. In no event shall a card be left requesting the owner/occupant to fill in information. The Company shall notify the Borough's Assessor in writing of these refusals and estimations in a monthly report.

7. The Company shall indicate those properties for which an occupant was handed RV inspection instructions during a physical visit in which the occupant declined to complete an interior walkthrough inspection, so that the Assessor can mark those properties as refusals if an RV is not subsequently completed by the property owner prior the conclusion of the annual project.
8. The Company shall immediately notify the Borough's Assessor of any properties discovered not to be on the current tax list so as to permit adequate time to place an added/omitted assessment on the property so that all properties properly appear upon the Official Municipal Tax List.
9. All properties within the Borough must be inspected, measured, and sketched, regardless of the class or populated data within the CAMA system. Inspection data is to be entered into the Micro Systems tax assessment software CAMA system into the appropriate fields in the #2, Residential PRC Information, and #12, Commercial Cost Approach systems. The attachment of a scanned record does not satisfy this requirement. This includes all residential, exempt, and commercial properties. If the details of a record are not available at the time of inspection to the inspector, the improvements shall be collected, entered into the CAMA system, and transmitted to the assessor. When collecting assessment data, the company shall record the type of construction by component parts such as, but not necessarily limited to foundation, basement area, wall construction, roof, floors, interior finish, heating system, fireplaces, plumbing, fixtures, number of rooms, actual and effective age, physical condition, physical, functional, and economic depreciation, and/or appreciation, if applicable, general quality of construction.
10. Each property data enumerator shall record the name or code of the person making the inspection and the date of the inspection as well as the signature of the occupant verifying that an interior inspection has been conducted. Actual interior inspection of all structures on the property is required, and at no time shall the property owner's description be accepted in lieu of inspection. The signature of the party present at the time of the inspection shall be requested and be a part of the inspection documentation.
11. All records gathered and developed in the process of conducting inspection and data verification services shall solely be the property of the Borough. On an annual basis, upon conclusion of all property inspections and acceptable revisions, the Company shall meet with the Assessor to finalize all aspects of this project. The purpose of this meeting shall be to transmit to the custody of the Assessor the original of all records and computations of the Company pertaining to any data collection of property in the Borough if not previously requested and received. No material shall be retained by the Company.
12. The area to be inspected for data collection purposes shall be approved by the Borough's Assessor prior to the start of inspections.
13. Inspections of [20]% of the Municipality's properties shall be completed on an annual basis, provided that the Company may inspect a greater or lesser number of properties during any calendar year upon the agreement of the Parties, and provided that (i) not less than 40% of the Municipality's properties are inspected during any contiguous two (2) year period, and (ii) all of the Municipality's properties are inspected during the full [five (5)] year inspection cycle.

C. Submission of Work

1. Periodically throughout this project, as data is collected and verified by the Company's supervisor(s), the Company shall enter the data into the computer system. Said computer system must be compatible with Micro Systems tax assessment software and must contain MODIV and CAMA file information for entering and use or must totally convert at the Company's expense and then submit a hard copy of the computerized data to the Borough's Assessor for review. Any cost relative to this provision is at the exclusive expense of the Company. Said verification of compatibility of system shall be demonstrated before the project is started and signed off by the Municipality's Assessor.
2. The information to be entered on the property record card for each property (no matter the class) shall include, but not necessarily be limited to: (a) a scaled sketch of the exterior building dimensions; (b) notations of significant building components; (c) land and building characteristics and valuation, including number of units; and (d) identification of the person making the inspection and whether an interior inspection was obtained.
3. At the expense of the company, the company shall collaborate with the Monmouth County Board of Taxation or the appropriate governing authority to ensure that the photographs are affixed to the MODIV and/or CAMA files, enabling the assessors' office to query the photos from the Assessment Demonstration Program GIS, the Monmouth County Tax Board Portal and/or Micro Systems tax assessment software, upon or before the completion of the work. The fulfillment of work under this provision shall not be considered complete solely upon the delivery of digital files.
4. The Company shall be responsible for the data collection and verification of all construction within the designated properties for each year. If a building is under construction at the time of the field investigation, a notation to that effect shall be placed on the computerized appraisal system's notes and a unique update code (Example: UNCO) shall be applied in order to retrieve the data in an expeditious manner for further review. If the update code utilized causes a conflict to existing data, an excel spreadsheet shall be provided for all property under construction or partially completed upon the submission of the data.
5. At the discretion of the Borough's Assessor, the Company shall provide completed property record cards filed in sequence by block and lot numbers for all taxable and exempt properties. Property record files shall include all supporting data and documentation, if any.

D. Data Requirements

- E. The data collection of all properties must be computer generated so that the data can be integrated into the computer mass appraisal system (CAMA). Compatibility of any computer system used in the process of accomplishing this data verification project must be demonstrated prior to the awarding of this Contract. The Borough currently uses and will continue to use Micro Systems NJ tax assessment software. It shall be the Company's exclusive responsibility to ensure compatible and actual operation of any computer system that the Company may use. The Real Property Appraisal Manual of New Jersey, Third Edition, Volumes I and II and any updates must be computerized for the purpose of generating computer data files for residential and commercial properties. No distribution of any materials, with the exception of the MODIV tape as required by the state, shall be permitted. The date of inspection must be provided within the CAMA. If the subject is re-visited, the date of the last inspection shall be entered to reflect the actual date the data was collected. At no time shall interior codes 1-5 in the CAMA be used if the data collected was obtained verbally or by any means other than an onsite visual interior inspection. The utilization of 'hard-entered' values for finished basements or any improvements that can be

accommodated within the sketch program is strictly prohibited, unless expressly authorized by the assessor.

- F. Prior to commencing data collection for the classification of interior and exterior property conditions, the company shall seek approval from the assessor or their designated representative. The company shall provide a detailed description of the data collection methods and procedures to be employed for both interior and exterior condition classifications. The assessor or their representative shall review and approve these methods to ensure they align with the requirements and standards of the assessing authority.

G. Digital Photography

New digital photographs will be taken by the Company, at its own expense, for all properties, no matter the class using the Monmouth County photo naming convention (See "Appendix H") for file indexing. Photographs shall be properly and correctly identified using a digital, color camera and shall be prepared using equipment that allows for the inclusion of the date and filename on each photograph. Photographs must be attached to the MODIV and CAMA files for each property as specified in Section C, Submission of Work, Number 3, of this contract. Additionally, residential or commercial structures on the same parcel shall be separately photographed. Where possible on commercial property, an additional photo displaying the tenants of the subject shall be provided. Photos are not to be delivered by any other means unless agreed upon by the borough Assessor.

H. Residential Data Collection

For the appraisal of residential properties, the Third Edition of the New Jersey Real Property Appraisal Manual shall be utilized. Residential schedules shall contain all variations of all types of wall construction, roofs, floors, heating, air-conditioning, plumbing, fireplaces, interior finish, finished attics, dormers, finished basements, built-ins, multi-family homes, decks, patios, porches, piers and garages. Physical, functional and economic depreciation and/or appreciation observed by any data collector must be recorded separately on the data file and explained in writing for each property.

I. Commercial, Industrial and Apartment Data Collection

For the appraisal of commercial, industrial and apartment properties, the Third Edition of the New Jersey Real Property Appraisal Manual shall be utilized when finalizing the value using the cost approach. Site improvements such as fencing, lighting, docks, and paving are to be recorded as accessory items. Physical, functional, and economic depreciation and/or appreciation observed by a enumerator collecting data must be recorded separately on the data file and explained in writing for each property when applicable.

J. Insurance:

The Company shall provide Certificates of Liability and Worker's Compensation insurance providing coverage in accordance with the Municipality's insurance requirements, as set forth in the Project Specifications. Insurance coverage shall indemnify and hold the Municipality harmless from any and all liability arising from the Company's work (which shall not include property owner appeals of assessments assigned by the Municipality). The Company, at their own expense, should defend any suit which may be brought against the Municipality in connection with, or rising out of the services furnished hereunder.

The Company shall provide comprehensive general liability and automobile liability insurance coverage with the Municipality named as co-insured. Limits of liability for each coverage shall

be a minimum of \$1,000,000 per person and \$1,000,000 per occurrence for bodily injury and \$250,000 property damage.

Copies of all insurance policies must be provided to the Municipality prior to the commencement of any work under this Contract.

K. Unsatisfactory Work:

If at any time during the Contract period the quality and/or progress of the Company's work shall not be satisfactory, the Municipality reserves the right to terminate the Contract upon thirty (30) days written notice directed to the principal place of business of the Company. This notice shall specify any work deficiencies on which termination is based and provide the Company with thirty (30) days to cure such deficiencies prior to termination being effective.

If either party violates the terms and conditions of this Contract in a manner not covered by the preceding paragraph, the other party shall have the unilateral right to terminate the Contract upon thirty (30) days written notice directed to the other party.

Upon a valid termination by either party, the Municipality shall be responsible only for the reasonable value of the services theretofore rendered, and in no event a sum greater than the ratio of completed work to the whole work contemplated by the Contract.

L. Interpretations of Specifications and Contract:

This Contract shall be construed pursuant to the laws of the State of New Jersey. Any litigation with respect to the interpretation of the terms of this Contract shall be within the sole jurisdiction of the Court of the State of New Jersey.

M. Confidential Nature of Project:

Disclosure of information, including pricing information or any information with respect to the Company's or Municipality's technology and processes, to any individual, company, or corporation, other than the Assessor, the Municipality, the Company and its employees or their authorized representatives is expressly prohibited, and if done before conclusion of this project will be considered a violation of the Contract and subject the party in violation to liquidated damages. It is understood that this does not refer to information released under due process of law, the Open Public Records Act, or consistent with public bidding processes.

N. Public Relations:

During this project, the Company and its employees will endeavor to promote understanding and amicable relations with taxpayers and the general public. The Parties will endeavor to orient and educate all interested persons as to the inspection project. Any informational materials shall be presented to the Assessor prior to release. An initial mailing shall be made by the Company pursuant to Section 15 to all property owners prior to their scheduled inspections explaining the nature and purpose of the data collection program and notifying owners of the commencement of inspections in the Municipality.

The Municipality will publicize the project in advance of inspections to educate the public and maximize their cooperation and interior inspection/appointment rates, via website, newsletter or other available options.

The employees of the Municipality and the Company shall work together to maintain the full cooperation of all taxpayers by treating each inquiry with courtesy and supplying all necessary information within statutory requirements and limits to every interested taxpayer, however,

each field inspector shall be instructed to refrain from discussions with the property owner, tenant, or occupant relating to property valuations, tax amounts or rates, or any related subjects. Any such inquiries will be directed to the Assessor.

O. Added/Omitted and Farmland Assessment Inspections, New Sketches

The Assessor shall provide the Company with notice by July 1 of each year in which it directs the Company to perform Added/Omitted and/or Farmland Assessment inspections, upon the terms provided in Appendices F and G, respectively. Such notice will indicate if the Municipality is directing the Company to create new, electronic sketches of any property classes, and include a preliminary list of properties for Added/Omitted inspections, if available.

Any Added/Omitted inspections shall pertain to all properties with outstanding permits, and in no circumstance will the Company perform inspections upon any subset of such permitted properties (with other Added/Omitted inspections being performed by the Municipality or third parties).

If the Municipality elects to have the Company perform its Added/Omitted inspections, it will furnish a final list of such properties (in a format provided by the Company, which may include entry via an online portal) by June 1 of each year. If the Municipality regularly updates its permit file in MOD IV, this file will be the required deliverable to the Company.

P. Added/Omitted and Farmland Assessment Inspections, New Sketches

The Assessor shall provide the Company with notice by July 1 of each year in which it directs the Company to perform Added/Omitted and/or Farmland Assessment inspections, upon the terms provided in Appendices F and G, respectively. Such notice will indicate if the Municipality is directing the Company to create new, electronic sketches of any property classes, and include a preliminary list of properties for Added/Omitted inspections, if available.

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If the Municipality elects to have the Company perform its Added/Omitted inspections, it will furnish a final list of such properties (in a format provided by the Company, which may include entry via an online portal) by June 1 of each year. If the Municipality regularly updates its permit file in MOD IV, this file will be the required deliverable to the Company.

Q. Cost Proposal for 5-Year Inspection Plan (3-year award with two 1-year extension options):

In accordance with the Assessment Demonstration Program, and its implementation schedule promulgated by the Monmouth County Board of Taxation with the consent of the New Jersey Division of Taxation, providing a program for "Annual Qualified Reassessment to 100% of market value" supported by a five (5) year program for the inspection of all properties, the Company shall provide a schedule of fees relating to the cost of data collection and data verification via internal inspection in Appendix E.

R. Affirmative Action:

The Parties agree to incorporate into this Contract the mandatory language of subsection 3.4(a) of the regulations promulgated by the New Jersey State Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time, and the Company or subcontractor agrees to comply fully with the terms, provisions, and obligations of said subsection 3.4(a), provided that said subsection shall be applied subject to the terms of subsection 3.4(d) of said

regulations.

The Parties agree to further incorporate into this Contract the mandatory language of subsections 7.4(a) and (b) of regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time, and the Company or subcontractor agrees to comply fully with the terms, provisions, and obligations of said subsections 7.4(a) and (b).

The Company shall execute and comply with all requirements contained in the Affirmative Action Affidavit attached hereto, which shall be incorporated herein by reference. The Company shall submit a copy of its Certificate of Employee Information Report or Form AA-302 (Initial Employee Information Report) prior to any payments being made under this Agreement.

The Parties, for themselves, their heirs, executors, administrators, successors, or assigns, hereby agree to the full performance of the covenants herein contained.

S. Americans With Disabilities Act of 1990:

The Company agrees to comply with the "Americans with Disabilities Act of 1990", which shall be incorporated herein by reference.

IN WITNESS WHEREOF, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties have executed this Contract with an effective date this ____ day of _____, 2024.

BOROUGH OF WEST LONG BRANCH

REALTY DATA SYSTEMS LLC

Name/Title:

Daniel M. Kelly / Member

APPENDIX A

**BOROUGH OF WEST LONG BRANCH
PROPERTY CLASSIFICATION SUMMARY
[2024]**

<u>CLASS PROPERTY CLASSIFICATION</u>		<u>NUMBER OF LINE ITEMS</u>
1	VACANT LAND	93
2	RESIDENTIAL (4 FAMILY OR LESS)	2,306
3A	FARM REGULAR	1
3B	FARM QUALIFIED	2
4A	COMMERCIAL	165
4B	INDUSTRIAL	2
4C	APARTMENTS/MULTI FAMILY	3
15A	EXEMPT PUBLIC SCHOOL	3
15B	EXEMPT OTHER SCHOOL	19
15C	EXEMPT PUBLIC PROPERTY	50
15D	EXEMPT CHARITABLE	11
15E	EXEMPT CEMETERIES	8
15F	EXEMPT MISC.	29
	TOTAL	2,692

NOTES:

Councilmember offered the following resolution and moved its adoption:

RESOLUTION AWARDING CONTRACT FOR REAL PROPERTY DATA COLLECTION AND VERIFICATION SERVICES

1/17/24

WHEREAS, the Borough of West Long Branch has the need to contract for Real Property Data Collection Verification Services and;

WHEREAS, through a fair and open process, the Borough has advertised to receive bids on December 27, 2023, for Real Property Data Collection Verification Services and the following bids were received:

<i>Realty Data Systems</i>	<i>\$88,836.00</i>
----------------------------	--------------------

WHEREAS, the bid documents were reviewed by the Tax Assessor, Purchasing Agent and the Business Administrator and found to be in order; and

WHEREAS, it is the recommendation of the Tax Assessor and Purchasing Agent that it is in the Borough’s best interest to award a contract to Realty Data Systems as the low bidder; and

WHEREAS, the Chief Financial Officer of the Borough of West Long Branch has certified, in accordance with the Certification of Funds Form attached hereto, that funds are available for this contract pending approval for the 2024, Temporary Budget and future budgets, Appropriation #4-01-20-150-000-208, in the amount of \$2,000.00.

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of West Long Branch, that a contract be awarded to Realty Data Systems for Real Property Data Collection Verification Services for a period January 1, 2024, through December 31, 2028, in accordance with the bid specifications and proposal, for a sum not to exceed \$88,836.00.

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

Seconded by Councilmember and carried upon the following roll call vote:

AYES:
NAYS:
ABSENT:
ABSTAIN:

I hereby certify the foregoing to be a true and exact copy of the original resolution as adopted by the West Long Branch Borough Council on January 17, 2024.

BOROUGH CLERK



HRMS, Payroll & Time Solution Proposal for: Borough of West Long Branch

Prepared for: Chris Battaglia

Created by: Jerry Hampton

Date: 11 / 21 / 2023

Primepoint LLC
2 Springside Road
Westampton, NJ 08060
800-600-5257
<https://primepoint.com/>

Table of Contents

I. About Primepoint

A. Primepoint's Technology

II. Transition to Primepoint's Services

A. Overview

B. Transitioning to Primepoint Payroll & HRMS

C. Transitioning to Primepoint Time & Labor

III. Services & Pricing

A. HRMS Functions

B. Payroll Processing

C. Time & Labor Management

D. ACA Annual Reporting

E. Summary of Annualized Fees

F. Service Implementation Fee

G. Miscellaneous Services (billed as needed)

IV. HRMS Function Descriptions

V. References

VI. Acceptance

I. About Primepoint

A. Primepoint's Technology

PRIMEPOINT IS A HUMAN RESOURCE AND PAYROLL MANAGEMENT COMPANY OFFERING PROPIETARY CLOUD-BASED TECHNOLOGY THAT INTERGRATES:

Human Resource Management System

Provides the capability to manage an employee's work life from recruitment to separation

Payroll Management/Processing

Advanced technology creates streamlined payroll processing and reporting, as well as improved management of payroll finances and G/L entries

Reporting and remitting to Federal, 50 states & local tax jurisdictions

Time and Labor Management Solutions

SAAS system to manage both employee time worked and time off

Employee Scheduling

EmployeeXperience® Self-service Web Portal

Accessible via computer and Smartphone apps, includes single sign-on to time collection and benefits administration systems, enables on-boarding, online benefits enrollment, employee communications, and much more

Provides an Employee Support Center. We believe that this employee call center is vital to the successful use of an employee portal. This and future generations of employees are technologically aware and expect more sophisticated mobile-friendly tools to easily and quickly access information. We support your employees with not only a great tool, but also great support in its use. Our Employee Support Center is a standard service at no additional charge

Human Resource Support Services

Includes employee handbooks, HR help desk, job descriptions, and much more.

Benefit Management Including ACA Compliance and Reporting

Primepoint offers tools to measure and manage benefit eligibility and online benefits enrollment via Primepoint's EmployeeXperience®, the outcome of which will enable reporting as required under the Affordable Care Act (ACA)

II. Transition to Primepoint's Services

A. Overview

This will be the start of when you experience and appreciate the [Primepoint Experience™](#).

Primepoint offers a unique transition process designed to ensure new customers experience a smooth conversion from processing payroll with Casa Payroll systems & services to Primepoint's systems & services.

The Implementation Team will be by your side every step of the way.

- Made up of experienced professionals
- Has a wealth of experience transitioning customers
- Will be your direct contact during transition, when systems go live, and until all your expected services and solutions are completed and running smoothly

After the transition, Borough of West Long Branch will be assigned to one of Primepoint's amazing service teams.

- Trained and experienced to serve the most sophisticated and complex clients
- Able to implement process improvements when needed or uncovered
- Turnover is very low, so you get to know the team members and the team members get to know you

NEW CUSTOMER SURVEY RESULTS

PRIMEPOINT IS KNOWN FOR PAINLESS TRANSITIONS WITH 97% OF TRANSITIONED CUSTOMERS SAYING THEY WERE VERY SATISFIED OR SATISFIED WITH THEIR CHANGE TO PRIMEPOINT AND THE TRANSITION WAS AS EASY AS OR EVEN EASIER THAN THEY EXPECTED.

Very Satisfied: 78%

Satisfied: 19%

Somewhat Satisfied: 2.6%

Not Satisfied: 0%

B. Transitioning to Primepoint Payroll & HRMS

INITIAL PHASE

When: Typically 6-8 weeks prior to 1st payroll date

Duration: 1 hour

An Implementation Team Member will arrange a phone meeting to obtain the login credentials of your current system and to obtain additional information needed to establish your company up in our system. An HR Solutions team member will arrange a phone meeting to discuss the timing and priorities in rolling out the HR system functions you have selected.

DISCOVERY PHASE

When: Preliminary data analysis has been performed

Duration: Varies

Your assigned Implementation Team Member will communicate with you via emails/phone to discuss questions uncovered during data analysis and discuss custom configuration projects, i.e. custom reports, earning codes and pay rates, data integrations, etc.

SYSTEM INTRODUCTION PHASE

When: After last payroll is run with current provider

Duration: Estimated 1-2 hours

Your assigned Implementation Team Member will conduct a GoToMeeting introduction on general system navigation and employee maintenance. Business users will now be responsible to maintain all data in Primepoint's System.

PROCESS PHASE

When: Day of your 1st payroll processing

Duration: Estimated 1-2 hours

Your assigned Implementation Team Member will conduct a GoToMeeting session to assist in executing the first payroll process.

HRMS ROLL-OUT PHASE

When: Varies

Duration: Varies based on amount of technology purchased

Depending on the specific HRMS functions you purchased, a Systems Support and/or HR Support Team Member will conduct GoToMeeting Training with the appropriate HR contact(s).

HOW DID WE DO? PHASE

When: Approximately 1 month after 1st payroll processing

Your Relationship Manager will call or meet with you to review & evaluate the sales process and the implementation process of the payroll system and HRMS functions.

Specific Dates - To Be Determined

Payroll training dates will be coordinated by your assigned Implementation Team member.
T&L training dates (if applicable) will be coordinated by your assigned T&L Team member.
Technology training dates will be coordinated by an HR Support and/or Systems Support Team member.

C. Transitioning to Primepoint Time & Labor

INITIAL PHASE

When: Typically 6-8 weeks prior to 1st payroll date

You need to provide copies of Personnel manual, CBAs and any memorandums that alter them.

1ST TAB PHASE

When: Preliminary data analysis has been performed

You need to submit the first tab of an Excel Workbook (Census info and approval Workflow) that Primepoint will provide you.

INSTALLATION PHASE

When: Approximately 1 month before 1st Processing Date (if applicable)

A Primepoint T&L Specialist will assist IT remotely or personally install equipment.

SETUP REVIEW PHASE

When: Approximately 10 days before Time Collection begins

Duration: Estimated 1 - 1.5 hours

Your T&L Specialist will review the setup via a GoToMeeting.

MANAGER TRAINING PHASE

When: Approximately 3 weeks before Processing Date

Duration: Estimated 1 hour

A Primepoint T&L Specialist will provide onsite manager training via GoToMeeting (onsite if needed). Time collection begins soon after.

2ND TAB PHASE

When: Due 1 week after last processing with prior provider (sooner if possible)

You need to submit the second tab of an Excel Workbook (Remaining Accrual Balances) that Primepoint will provide you.

ADMINISTRATOR TRAINING PHASE

When: T1 week before 1st Processing Date

A Primepoint T&L Specialist will provide admin training via GoToMeeting.

PROCESS PHASE

When: 1 or 2 days before your 1st Processing Date

Duration: Estimated 1 hour

Your Primepoint T&L Specialist will assist with the transfer of file to payroll worksheet for first payroll.

Specific Dates - To Be Determined

III. Services & Pricing

A. HRMS Functions

See "HRMS Function Descriptions" section for product details.

HRMS FUNCTIONS
Document Management
Labor Law Poster Replacement Plan
Automatically receive a poster whenever there is a state/federal update

HRMS FEES FOR FUNCTIONS LISTED ABOVE	RATE	QTY	MONTHLY SUBTOTAL
HRMS Function Fee	\$70.00	1	\$70.00
• includes 2 Labor Law Poster Replacement Plan			
Total Monthly HRMS Fee			\$70.00

Go to our [Website](#) to learn more about Primepoint's HR Solutions.

B. Payroll Processing

PAYROLL SERVICES INCLUDED

- Business Access Payroll System
- EmployeeeXperience® an Employee Self-service Portal
- Payroll Tax Service to Federal, State and additional Tax Jurisdictions as Needed During Contract Period
- Supply of Checks for Manual Check Processing
- Direct Deposit Service
- Pressure Sealed Check/Stub Service
- New Hire Reporting
- 50+ Standard & Interactive Reports including PERS/PFRS IROC Reports
- Group Term Life
- Role Based Security
- Report Builder
- Garnishment Remittance Service
- W-2 Processing

Totals below are estimates based on quantities provided to Primepoint in the discovery process.
Billing will be based on the number of unique employees paid each month.

PAYROLL PROCESSING	RATE	QTY	SUBTOTAL
Payroll Technology Base Fee	\$250.00	1	\$250.00
Per Employee Per Month Fee	\$5.00	50	\$250.00
Includes services listed above			

Total Monthly Processing Fee \$500.00

C. Time & Labor Management

Total below is based upon employee quantities provided to Primepoint during the discovery process. Billing will be based on the number of individual employees with a time profile in the system each month.

TIME MANAGEMENT FEATURES INCLUDED

Accurate and Efficient Cloud-based, Time and Labor Management Solution
Institution-wide time & attendance system
Employee time-worked tracking via web-enabled computer or smart phone application
Managers can conveniently view and and approve time sheets
Apply benefit-time/PTO policies to produce accurate time-off calculations for all employee groups
Load specific rules unique to both union and non-union employees
Employees can view their benefit-time/PTO activity & balances computer or smart phone application
Employees can request time-off via web-enabled computer or smart phone
Easy-to-use dashboard view configured for employees, managers and administrators
Worked-time information is automatically pushed into the payroll system
(a variety of time clock hardware options are available upon request)

TIME & LABOR MANAGEMENT	RATE	QTY	SUBTOTAL
Mid-Market Edition Base Fee	\$50.00	1	\$50.00
Includes the features listed above			
Per Employee Per Month Fee	\$4.50	30	\$135.00

Total Monthly T&L Fee \$185.00

D. ACA Annual Reporting

NAME	RATE	QTY	SUBTOTAL
ACA Reporting Base Fee	\$2,000.00	1	\$2,000.00
Per 1095C	\$10.00	50	\$500.00

Total ACA Reporting Fee **\$2,500.00**

E. Summary of Annualized Fees

NAME	RATE	QTY	SUBTOTAL
Estimated HRMS Fee	\$70.00	12	\$840.00
Estimated Payroll Processing Fee	\$500.00	12	\$6,000.00
Estimated T&L Management Fee	\$185.00	12	\$2,220.00
Estimated ACA Reporting Fee	\$2,500.00	1	\$2,500.00

Total Annualized Fee \$11,560.00

F. Service Implementation Fee

IMPLEMENTATION	FEE
<p>Customized Service and System Configuration including Standard Training</p> <p>Standard Training is defined as "training to competency" with a maximum of 6 hours of web-based training. Additional web-based training is available upon request at \$150.00/hour.</p> <p>One Time Fee includes historic payroll data import from the current calendar year in which service begins (unless Benefits Management is purchased, then the previous year's history will also be imported). See Miscellaneous Services Section for fee to import additional historic payroll data.</p>	\$1,300.00
<p>Time & Labor Management System Configuration including Standard Training</p> <p>Standard Training is defined as "training to competency" with a maximum of 3 hours of web-based training. Additional web-based training available upon request at \$150.00/hour.</p>	\$600.00

Total One Time Implementation Fee \$1,900.00

G. Miscellaneous Services (billed as needed)

SERVICE	FEE
Delivery Service - Local Service	No Charge
Premium Delivery - National Courier	Market Rates
Payroll Check Credited via Wire Transfer	\$30.00/wire transfer
Amended Tax Returns (1st-3rd Quarters)	\$100.00 + \$50.00/agency
Amended Tax Returns (4th Quarter including W-2C and W-3C)	\$300.00 + \$50.00/agency
Additional Remote Training	\$150.00/hour
Blank Check Stock (for manual check production)	\$0.25/checks
Box of Envelopes for Manual Checks (500 envelopes)	\$30.00/box
Importing of Historical Payroll Data	\$300.00/year + \$0.15/check

IV. HRMS Function Descriptions

Document Management

This module gives you the ability to upload company documents and forms for convenient administrative access and for employees to view in the self-service portal, EmployeeXperience. You can also upload a document that, upon logging into the EmployeeXperience, requires employee(s) to download and acknowledge reading. A record is kept of all acknowledgements.

Report Builder

This module gives you the ability to create customizable queries that open in MS Excel.

Recruitment Management & Applicant Tracking

This module gives you the ability to create and accept online employment applications so you can streamline the hiring process. Document Management is required.

OSHA Reporting

This module gives you the ability to record OSHA & Workers Comp accidents/injuries and generate the required 300 and 301 reports.

Workflow

This module gives you the ability to create electronic processes that can allow for approvals, capture of electronic signatures, completion of digital forms and communication. For example, when you have a new hire you can use a workflow to notify department heads or executives of the changes and then communicate to tell IT to set up the email address or computer of the employee. Changing employee salaries or pay rates may need approval from one or more staff members. A workflow can be triggered to request electronic signatures from approvers. This function will enhance efficiency for the payroll/HR administrators, converting paper-driven processes to electronic processes, and centralizing the storage of important transactions with the HRMS system. Additionally, this module gives you the ability to electronically on-board new employees. New hires will receive an email from our system with a link to enroll into the EmployeeXperience, Primepoint's self-service portal. Once enrolled, new hires are asked to complete their system profile and important employment documents i.e. W-4, I-9 and other documents you require) Document Management is required.

Employee Events Management

This module will automatically track all system field changes, including the user who made the change, value of the field prior to the change, and date & time of the change. Users can log employee events in real-time, i.e. accidents, disciplinary actions, meeting notes, etc. Users can also schedule future events and be prompted when scheduled.

Employee HR Profile

This module gives you the ability to organize and maintain important information about each employee. (Performance Reviews, Education & Training Tracking, Compliance, Emergency Contacts, Dependents, Company Property, Education, Positions, etc.)

HRMS Function Descriptions continued on the next page

HRMS Function Descriptions continued

Role Based Security

This module gives you the ability to create user roles within the system. Roles can limit system access and/or edit rights. System users will then be assigned to the role appropriate for their position.

Employee HR Profile

This module gives you the ability to organize and maintain important information about each employee. (Performance Reviews, Education & Training Tracking, Compliance, Emergency Contacts, Dependents, Company Property, Education, Positions, etc.)

Benefits Management

***ACA Reporting and Compliance**

This module gives you the ability to manage all forms of employee benefits. The system will help you monitor benefit eligibility for variable-hour employees, keeping you in compliance with ACA. The system will also produce the required year-end ACA reporting.

***Employee Online Benefits Election**

This function gives your employees the ability to elect benefits via the employee self-service portal. Benefits Management and Document Management are required.

Position Management

This very powerful function will help you to view your business's staff in a new and much more efficient manner. It will assist with budget analysis, information reporting, help identify open positions, clarify the organizational structure, and much more including things unique to your business. You'll move from an employee-centric to a position-centric view of your staff, which will provide you with new insights into your business. Our HR team will help you create organizational positions, and apply to those positions all the important attributes, such as pay ranges (min - max), wage allocations, training, education, certifications, licenses, or whatever applies to your business. Additionally, this function streamlines your HR functions by making maintenance of employees more efficient and comprehensive as they may move from one position to another.

Employee Navigator Integration

The Primepoint / Employee Navigator integration will simplify your process of managing employee benefits. Increase efficiency and improve accuracy by syncing demographic and deduction data for real-time updates in both systems.

Basic Onboarding

This module gives you the ability to electronically on-board new employees. New hires will receive an email with a link to enroll into the EmployeeXperience, Primepoint's self-service portal. Once enrolled, new hires are asked to complete their system profile and the following important employment documents: Federal & State W-4 and I-9.

Total Compensation and Benefit Statements

Looking at a paycheck gives employees a sense of their value, but that isn't the whole picture. In fact, many don't realize that their compensation and benefits are actually much higher than what their paycheck shows. With Primepoint's personalized Total Compensation and Benefits Statements, you can show them what they're really worth. With this flexible function, you can choose which earnings, benefits and perks to include on your statements. You can also choose from several attractive templates. Simple pie charts illustrate the distribution of the various benefits. Statements are developed to be produced on an as-needed basis. This greatly enhances your employees' overall satisfaction.

V. References

<p>Burlington Township</p> <p>Jodi Botlinger -HR,QPA 609-239-5832 192 employees Started 7/2/10 Previously used ADP</p>	<p>City of New Brunswick</p> <p>Rich Mulrine - CFO 732-745-5045 680 employees Started 1/4/14 Previously used ADP</p>
<p>City of Asbury Park</p> <p>Mary Kay Callahan - Payroll Clerk 732-502-5715 726 employees Started 1/1/04 Previously used ADP</p>	<p>City of Hoboken</p> <p>Maria Pepe - Assistant Comptroller (201) 420-2022 650 employees Started 10/23/14 Previously used ADP</p>
<p>County of Union</p> <p>Lily Duran 908-527-4088 2800 employees Started 4/10/2014 Previously used a local service</p>	<p>Ewing Township</p> <p>Joanna Mustafa – CFO 609-883-2900x7601 423 employees Started 1/13/12 Previously used ADP</p>
<p>Princeton, A Municipal Corporation</p> <p>Jacqueline Nagin – CFO 609-497-7621 228 employees Started 1/9/09 Previously used ADP</p>	<p>Montgomery Township</p> <p>Darleen Hamilton 908-359-8211 x224 334 employees Started 1/1/09 Previously used ADP</p>
<p>Hillsborough Township</p> <p>Nancy Costa – CFO 908-369-4313 x110 183 employees Started 1/1/04 Previously used ADP</p>	<p>South Brunswick Township</p> <p>John Bolcato – CFO 732-329-4000 x7307 420 Employees Started 12/7/12 Previously used ADP</p>

VI. Acceptance

BY SIGNING THIS PROPOSAL, BOROUGH OF WEST LONG BRANCH:

- understands that pricing totals are estimates and based upon employee quantities provided to Primepoint and services requested during the discovery process. Primepoint will invoice based upon the actual number of unique employees paid each month.
- agrees to pay Primepoint the fees described above in accordance with the New Jersey Prompt Payment Act,
- understands that you are solely responsible for ensuring its pay rules are in full compliance with all Federal and State labor laws,
- authorizes Primepoint to move forward with the set-up of the above services.
- fees are guaranteed for 1 year from the service start date.

☐ By checking this box, I accept the terms of this proposal and agree to the terms of the Primepoint Service Agreement below.

Primepoint:



Borough of West Long Branch:

11 / 21 / 2023

Jerry Hampton

Proposal is valid for 90 days.



Service Agreement

This Service Agreement ("Agreement") is between you ("Client") and Primepoint LLC, a New Jersey limited liability company (the "Company," "we," "us," or "our"). This Agreement contains the terms and conditions that govern your use of our payroll and HR platform (the "Platform"), our websites (www.primepoint.com) and all related sub domains (the "Website"), and the products and services we provide to you (the "Services" and collectively with the Platform and the Website, our "Suite of Services").

Please read these Terms of Service carefully before you start using any of our Suite of Services. By accepting electronically (clicking "I Accept"), installing, accessing or using Services, you agree to these terms. If you do not agree to this Agreement, then you may not use the Service. This Agreement contains the terms and conditions that govern the use of, and the terms and conditions upon which Primepoint, LLC ("Primepoint"), will provide to you, certain payroll processing, payroll tax service and other related payroll and HR services (collectively referred to as "Service"). The Service may be accessed through Primepoint's websites ("Service Sites").



Table of Contents

1. AGREEMENT TERM	3
2. DATA PROVISION & VERIFICATION	3
4. ACCOUNT DEBITING	4
5. ACH ORIGINATION	5
6. ACH / NACHA COMPLIANCE.....	7
7. SERVICE FEES & PAYMENT TERMS.....	8
8. SERVICE CHANGES.....	8
9. SECURITY	8
10. LIMITED SOFTWARE LICENSE	10
11. DISPUTE RESOLUTION	10
12. SERVICE TERMINATION	11
13. GENERAL TERMS AND CONDITIONS	11



1. AGREEMENT TERM

- a. Subject to your compliance with these Terms of Service, this Agreement shall continue in full force and effect for one (1) year from the date of the first payroll processed. Thereafter, this Agreement will automatically renew each subsequent year unless one of us gives written notice to the other, at least thirty (30) days prior to the end of the current term, of election not to renew (the initial term plus any renewal term(s) are referred to as the "Term").

2. DATA PROVISION & VERIFICATION

- a. Primepoint will notify Client via electronic communication or by other means when all data necessary to begin the Service has been received and the enrollment process has been completed. Client shall then, prior to submitting its first payroll, review for completeness and accuracy the Payroll Information (as hereinafter defined). For purposes of this Agreement, "Payroll Information" shall mean all information posted for Client's review on the specified portion of the Service Site including, but not limited to, that which is used to calculate and pay employee payroll, track Client defined employee benefits, pay payroll taxes to applicable taxing agencies in compliance with the laws and regulations of such taxing agencies, produce payroll tax returns and W-2 statements and print checks on Client's account (if applicable). Client must correct incorrect or missing Payroll Information, either by itself or by notifying Primepoint in the manner specified in the electronic communication and within the time period specified therein. Client shall be fully responsible for the accuracy of all information supplied by it and/or approved by it, including, without limitation any IRS or other penalties and/or interest arising there from.
- b. Client agrees that by submitting each payroll (including the first payroll): (i) Client has approved all Payroll Information, (ii) Client has waived and released any claim against Primepoint arising out of any errors in the Payroll Information which Client has not itself corrected or has not requested Primepoint to correct, and (iii) any subsequent request for corrections will be considered special handling for which additional fees may be charged. Final audit responsibility rests with Client. Primepoint will not have any responsibility for verifying the accuracy of any data Client provides or directly inputs via the Service Site or any other method.
- c. Primepoint may permit, but shall not be obligated to permit Client's Payroll Approver, a designated Client representative and/or designated Client Administrator to communicate with Primepoint by telephone, electronic mail or other means about the Service. Primepoint has implemented security procedures for the purpose of verifying the identity of Client's Payroll Approver, Client



representative and/or designated Client Administrator (as applicable), and other security protocols. Client acknowledges that the security procedures instituted by Primepoint are commercially reasonable methods of providing security that any Payroll Information, Entries or other instructions communicated to Primepoint will be deemed to have been fully authorized by Client and Client shall be fully responsible for the accuracy of such information including, without limitation, any IRS or other penalties and/or interest arising therefrom; and that, notwithstanding such deemed authorization, Primepoint may in its sole discretion refuse to accept or act upon any such instructions

3. TAX SERVICES

- a. In order for the Service to be instituted, Client must submit accurate wage and payroll information to Primepoint during the enrollment process. The wage and payroll information must be reconciled with Client's payroll tax returns for the current calendar year and Client's wage and payroll tax information for the current quarter. Thereafter, Client shall timely and accurately (a) update all wage and payroll information as necessary to reflect changes and (b) respond with additional information requested from time to time by Primepoint. It is Client's responsibility to submit complete and accurate information to Primepoint in connection with the Service. Any penalty or interest incurred due to inaccurate information provided by Client will be the sole responsibility of Client. Client further agrees to not hold Primepoint accountable for such liability. Primepoint, at its option, may decide not to file Client's payroll tax returns, pay Client's payroll taxes or otherwise process Client's payroll if there are any unresolved problems with any information requested by Primepoint or submitted by Client. Primepoint's sole liability and Client's sole remedy for Primepoint's negligent failure to perform the payroll tax portion of the Service shall be (i) Primepoint will remit the payroll taxes received from Client to the appropriate taxing authority and (ii) Primepoint will reimburse Client or pay directly to the appropriate taxing authority any penalties resulting from such negligent error or omission by Primepoint.

4. ACCOUNT DEBITING

- a. On or prior to Client's payroll direct deposit and/or payroll tax deposit date or other applicable settlement or due date, Client authorizes Primepoint to initiate debit entries to Client's account ("Client's Account") at the depository financial institution ("Depository"), and to debit Client's Account in such amounts as are necessary to (i) fund Client's direct deposits, (ii) pay any fees or charges associated with the Service, including, without limitation, finance charges, (iii) pay Client's payroll



taxes, (iv) pay any debit, correcting or reversing entry initiated pursuant to this Agreement which is later returned to Primepoint, and (v) pay any other amount that is owing under this Agreement or in connection with the Service. This authorization is to remain in full force and effect until Primepoint has received written notice from Client of its termination in such time and such manner as to afford Primepoint and Depository a reasonable opportunity to act upon it. Client will maintain in Client's Account as of the applicable settlement date and time immediately available funds sufficient to cover all credit entries Client originates through Primepoint. Client's obligation to pay Primepoint for each credit entry matures at the time Primepoint transmits or otherwise delivers the credit entry to the Automated Clearing House ("ACH") or gateway operator and is unaffected by termination of the Service. Primepoint may set off against any amount it or an Affiliate owes to Client in order to obtain payment of Client's obligation as set forth in this Agreement. Client acknowledges that the origination of ACH transactions to its account must comply with the provisions of U.S. law. Amounts withdrawn for payroll taxes will be held by Primepoint at Primepoint's financial institution (the "Payroll Tax Account") until such time as those payments are due to the appropriate taxing agencies, and no interest will be paid to the Client on these amounts.

- b. If Client does not have sufficient funds in Client's Account to pay disbursements, fees, payroll taxes or any other amounts due under this Agreement at the time required, or if Client refuses to pay, Primepoint may (i) debit the Payroll Tax Account or any account at Primepoint's financial institution or any Affiliate owned in whole or in part by Client to pay disbursements, fees or charges, payroll taxes, or other amounts due, (ii) refuse to pay any unremitted payroll taxes, in which case the payroll tax liability will become the sole responsibility of Client, (iii) refuse to perform further services, and/or (iv) immediately terminate this Agreement. Primepoint may recover from Client any costs including, without limitation, reasonable attorneys' fees and expert witnesses' fees Primepoint may incur in connection with any termination of this Agreement or collection of amounts due hereunder.

5. ACH ORIGINATION

- a. The Service will enable Client, by using the Service Site, to enter the Payroll Information and to approve and submit it to Primepoint for creation, formatting and transmission of Entries in accordance with the Rules. Primepoint may reject any Payroll Information or Entry which does not comply with the requirements in this Agreement or the Rules or with respect to which Client's Account does not



contain sufficient available funds to cover the payroll. If any Payroll Information or Entry is rejected, Primepoint will make a reasonable effort to notify Client promptly so that Client may correct such Payroll Information or request that the Primepoint correct the Entry and resubmit it. A notice of rejection will be effective when given. Primepoint will have no liability to Client by reason of the rejection of any Payroll Information or Entry, the fact that notice is not given at an earlier time than that provided for in this Agreement or for any loss resulting from Primepoint's failure to provide notice.

- b. Client will have no right to cancel or amend any Payroll Information received by Primepoint after it has been approved by Client's Payroll Approver and submitted to Primepoint. However, if Client's request complies with the security procedure, Primepoint may use reasonable efforts to act on it prior to transmitting the Entries to the ACH provider, but will have no liability if the cancellation or amendment is not affected. Client will reimburse Primepoint for any expenses, losses or damages Primepoint may incur in effecting or attempting to effect Client's request.
- c. Except for Entries created from Payroll Information that have been reapproved and resubmitted by Client in accordance with the requirements of this Agreement, Primepoint will have no obligation to retransmit a returned Entry to the ACH or gateway operator if Primepoint complied with the terms of this Agreement with respect to the original Entry.
- d. Primepoint will process the Payroll Information and Entries in accordance with its processing schedule, provided (i) the Payroll Information is approved by Client and received by Primepoint no later than Client's applicable cut-off time on a business day and (ii) the ACH is open for business on that business day. If Primepoint receives approved Payroll Information after Client's cut-off time, Primepoint will not be responsible for failure to process the Payroll Information on that day. If any of the requirements of clause (i) or (ii) of this Subsection are not met, Primepoint will use reasonable efforts to process the Payroll Information and transmit the Entries to the ACH with the next regularly scheduled file created by Primepoint which is on a business day on which the ACH is open for business.
- e. At Client's request, Primepoint will make a reasonable effort to reverse an Entry, but will have no responsibility for the failure of any other person or entity to honor Client's request. Client agrees to reimburse Primepoint for any expenses incurred in attempting to honor such request.
- f. Client acknowledges that it is the originator of each Entry and that under the Rules, Primepoint makes to Client's Depository bank certain warranties with respect to each Entry. Client agrees to reimburse Primepoint for any loss Primepoint incurs, including its reasonable attorneys' fees and legal expenses,



as the result of a breach of a warranty made by Primepoint unless the breach resulted solely from Primepoint's own gross negligence or intentional misconduct.

- g. Client acknowledges that under the Rules, Primepoint indemnifies certain persons. Client agrees to reimburse Primepoint any loss Primepoint incurs, including its reasonable attorneys' fees and legal expenses, as the result of the enforcement of an indemnity, unless enforcement resulted solely from Primepoint's own gross negligence or intentional misconduct.

6. ACH / NACHA COMPLIANCE

- a. Client expressly authorizes Primepoint to originate ACH entries on Client's behalf to the Receiver's (government agencies, service provider, employees, etc.) account.
- b. Origination, receipt, return, adjustment, correction, cancellation, amendment and transmission of Entries must be in accordance with the NACHA Operating Rules & Guidelines in which Primepoint is a participant and, with respect to credit entries which constitute Payment Orders, Article 4A of the Uniform Commercial Code as adopted in the state whose law governs this Agreement, as both are varied by this Agreement, and as both are amended from time to time. Client agrees that it will not submit Payroll Information that will result in Entries that would violate the laws of the United States or any other applicable laws or regulations. Client acknowledges that it has had an opportunity to review and agrees to comply with and be bound by the Rules. Client will be responsible for promptly obtaining all future rule amendments.
- c. Client expressly acknowledges that Primepoint does not intentionally or knowingly engage in or support International ACH Transactions ("IATs"), as defined in the NACHA Operating Rules & Guidelines. Client represents and warrants that (i) the direct funding for the Entries originated by Primepoint on behalf of Client does not come from or involve a financial agency office that is located outside the territorial jurisdiction of the United States; (ii) Client will not instruct Primepoint to create, originate or transmit Entries that are IATs or Entries using a Standard Entry Class Code (as defined in the NACHA Rules) other than IAT if such Entries are required to be IATs under the NACHA Rules; and (iii) Client will not engage in any act or omission that causes or results in Primepoint creating, originating or transmitting an IAT or a payment that should have been categorized as an IAT pursuant to the NACHA Rules.
- d. Client expressly acknowledges that Primepoint retains the right to audit Client's compliance with the NACHA Rules & Guidelines. Primepoint may, in its sole discretion, temporarily or permanently suspend providing the Service to Client,



without liability, if Primepoint has reason to believe that Client has breached any of foregoing representations and warranties in this agreement. Client shall indemnify Primepoint against and hold Primepoint harmless from any losses incurred by Primepoint in connection with Client's breach of the foregoing representations and warranties in this paragraph.

7. SERVICE FEES & PAYMENT TERMS

- a. The fee structure for all Services offered by Primepoint to Client are detailed in the Service Proposal provided to Client. Payment terms are net 30 days if not specified in the proposal.

8. SERVICE CHANGES

- a. Primepoint reserves the right to change the terms, conditions, and fees for the Service at any time. Primepoint will endeavor to, but shall not be obligated to, provide thirty (30) days prior notice of any material change, including fees. Notice may be provided in writing, electronically or via the Website. If Client does not wish to be bound by such change, it may discontinue using and terminate the Service before the change becomes effective. If Client continues to use the Service after the change becomes effective, it will be bound by the change. Client has the responsibility to assure that Client's address, including any electronic address(es), and account information in Primepoint's records, is accurate. The timing of an advance notice of change may be shortened when permitted or required by law.

9. SECURITY

- a. Client will designate and authorize one or more individual users of the Service with authority to act on behalf of and to bind the Client (designated as "Master Administrator"), which authorized individuals will access the Service by entering a confidential user ID and password created by following the instructions provided on the a specified portion of the Service Site and which will entitle them, depending on their designation (whether as Client's Payroll Approver, Principal or Administrator), to have authority to review, modify and/or approve on behalf of Client. Client's Payroll Approver will approve and submit the Payroll Information thereby authorizing Primepoint to create and transmit ACH credit or debit entries ("Entries"; each, an "Entry") necessary to process Client's payroll and payroll tax transactions, by entering his or her confidential user ID and password which he or



she has created by following the instructions provided on the specified portion of the Service Site.

- b. Client acknowledges that Primepoint has implemented security procedures for the purpose of verifying the authenticity of an instruction approving, releasing, cancelling or amending the Payroll Information used to create Entries to be originated by Primepoint for the benefit of Client, and not for the purpose of detecting errors in Payment Orders. Client has reviewed various security procedures and has determined that the security procedures designated above constitute a commercially reasonable method of providing security against unauthorized Payment Orders and best meets Client's requirements, given the size, type and frequency of the Payment Orders it will issue to Primepoint.
- c. Client will, and will cause its employees to, take reasonable steps to maintain the confidentiality of the security procedure and the user IDs and passwords and related instructions provided by Primepoint. If Client believes or suspects that any such user IDs and passwords or related instructions have been known or accessed by unauthorized persons, Client will immediately notify Primepoint in a manner affording Primepoint a reasonable opportunity to act on the information, and Client acknowledges that failure to immediately notify Primepoint could result in loss of funds and unauthorized access to confidential information concerning Client and its employees. Primepoint reserves the right to prevent access to the Service should Primepoint have reason to believe the confidentiality of the security procedure or the confidentiality of the user IDs and passwords have been compromised.
- d. Client will be bound by any Payment Order received and verified by Primepoint in compliance with the designated security procedure, and Client shall indemnify Primepoint against and hold Primepoint harmless from any loss suffered or liability incurred by, or arising from, the execution of a Payment Order in good faith and in compliance with such security procedures.
- e. If a Payment Order describes the receiver inconsistently by name and account number (i) payment may be made on the basis of the account number even if it identifies a person different from the named receiver or (ii) Primepoint may in its sole discretion refuse to accept or may return the Payment Order. If a Payment Order describes a participating financial institution inconsistently by name and identification number, the identification number may be relied upon as the proper identification of the financial institution. If a Payment Order identifies a non-existent or unidentifiable person or account as the receiver or the receiver's account, Primepoint may in its sole discretion refuse to accept or may return the Payment Order.

- f. Client will promptly notify Primepoint of the identity of each person authorized to receive information regarding the security procedure (each singly or in the aggregate, an “Authorized Person”), including but not limited to Client’s Payroll Approver, and of any change in any other Authorized Person (Principal or Administrator). Primepoint will have a reasonable time after receipt of a notice to act on it.

10. LIMITED SOFTWARE LICENSE

- a. Primepoint hereby grants Client a limited, nonexclusive, royalty free license to access and utilize Primepoint’s software (the “Software”) solely for the purpose of facilitating Primepoint’s collection of the wage and payroll information and other information Primepoint needs to furnish Services to Client. Client shall access the Software solely through Primepoint’s Websites. Primepoint will not transfer legal title or physical possession of any Software to Client. Client shall not be entitled to download any Software onto Client’s servers, to duplicate or make copies of any Software, or to use the Software for any purpose other than as described in this paragraph. Client also may not license, sublicense, or otherwise transfer any rights in the Software to another person or entity without the prior written permission and continued control of Primepoint. The parties acknowledge that the Software is of no intrinsic value to Client, and no portion of any of the fees related to the Service or charges paid by Client to Primepoint hereunder shall be treated as a royalty for the limited license that Primepoint is granting to Client hereunder.

11. DISPUTE RESOLUTION

- a. Client and Primepoint hereby knowingly, voluntarily, intentionally and irrevocably waive the right to a trial by jury in respect to any litigation based hereon or relating to the service or any other unresolvable dispute or controversy between the parties. Further, client and Primepoint hereby agree that any litigation will proceed on an individual basis and will not be part of any class action.
- b. Consent to Jurisdiction - Client and Primepoint each irrevocably submits (for itself and in respect of its property) to the exclusive jurisdiction of any state or federal court sitting in Burlington County, New Jersey, in any action or proceeding arising out of, or relating to, this Agreement and acknowledges and agrees that all claims in respect of the action or proceeding may be heard and determined in any such court. Client also agrees not to bring any action or proceeding arising out of, or



relating to, this Agreement in any other court. Client waives any defense of inconvenient forum to the maintenance of any action or proceeding so brought.

12. SERVICE TERMINATION

- a. Subject to Client's compliance with the terms of this Agreement and satisfactory completion of the enrollment process, Primepoint will commence provision of the Service to the Client. Primepoint may, at its discretion, decline to offer the Service to Client in the event that the enrollment process is not satisfactorily completed, Primepoint is unable to verify satisfactory credit of the Client and/or its principals and/or for any other reason in the sole discretion of Primepoint. The Service will continue until such time as Client or Primepoint gives thirty (30) days' prior written notice, unless termination is for cause. Primepoint may immediately terminate this Agreement upon notice to Client if Client is in violation of a material provision of the Contract Documents, including but not limited to, the payment when due of any fees, charges, or payroll taxes, or if Client chooses not to accept a change in any term or condition of this Agreement or Client misrepresents any data or information required by Primepoint in connection with the Service or at any other time. Primepoint may immediately terminate this Agreement without notice to Client if Client files, or has filed against it, a petition under the U.S. Bankruptcy Code or a similar state or federal law. The termination of the Service or this Agreement will not affect Client's or Primepoint's rights with respect to transactions which occurred before termination. Upon termination, any outstanding funds that have been previously collected, and will not be paid by Primepoint, LLC, will be returned to Client less any outstanding fees.

13. GENERAL TERMS AND CONDITIONS

- a. Primepoint, its employees and agents will hold in strict confidence all data furnished by Client or produced by Primepoint under this Agreement; provided, however, that such parties will not be held liable if such data is released through other sources, or if Primepoint, its employees and agents release the data because of a reasonable belief that Client has consented to such disclosure.
- b. To assure that Client's inquiries are handled promptly, courteously and accurately, Primepoint may monitor and/or record telephone conversations and electronic communications between Client and Primepoint without additional prior notification to Client or Client's employees, and Client hereby consents to such monitoring and recording on behalf of itself and its employees, and will so advise Client's employees who communicate with Primepoint by telephone or electronic means.



- c. Client consents to and authorizes Primepoint at any time to obtain background and/or credit reports on Client for purposes of verifying identity and/or evaluating the creditworthiness of Client in connection with the Service and this Agreement.
- d. In performing the Service, Client agrees that Primepoint is not acting in a fiduciary capacity for Client or its benefit. In addition, neither use of the Service nor anything contained in this Agreement relieves Client of Client's obligations under federal or state laws or regulations to retain records relating to the data contained in Primepoint's tape or disk files.
- e. Client agrees to indemnify, defend and hold Primepoint and its agents, contractors, services and affiliates, including its and their respective directors, officers, employees, agents and contractors (each, an "Indemnified Party"), harmless against all liabilities, claims, demands, damages, losses, fines, judgments, disputes, costs, charges and expenses made by Client or others resulting from, arising out of or related to (i) Primepoint's or any other Indemnified Party's provision of the Service, (ii) reliance on information and data furnished by Client or (iii) activities that Primepoint or any other Indemnified Party undertakes at Client's request, or at the request of anyone Primepoint or any other Indemnified Party believes in good faith to be an authorized agent of Client including, without limitation, costs, reasonable attorneys' fees and expert witnesses' fees incurred in connection with such claims. Primepoint will have the right to disburse or withhold any sum which Primepoint is authorized to disburse or withhold. Client agrees that neither Primepoint nor any other Indemnified Party will be liable for any loss or damage caused by Primepoint's or any other Indemnified Party's delay in furnishing services, products and/or equipment. Client acknowledges that neither Primepoint nor any other indemnified party makes any warranties, express or implied, with respect to the Service, the software materials, the online services, and any equipment or software used in connection with the service, including without limitation the warranties of merchantability and of fitness for a particular purpose, title and non-infringement.
- f. Governing Law. This Agreement shall be interpreted and construed in accordance with the laws of the State of New Jersey, without regard to the conflicts of laws principles thereof.
- g. Assignment. Client shall not assign this Agreement without the prior written consent of Primepoint. The provisions of this Agreement shall inure to the benefit of, and be binding upon, the parties and their respective successors and permitted assigns. Primepoint may assign this Agreement at any time in its sole discretion.
- h. Electronic Transmission. The Agreement and any amendments hereto, by whatever means accepted, shall be treated in all manner and respects as an original contract and shall be considered to have the same binding legal effect as





if it were an original signed version thereof delivered in person. At the request of Primepoint, Client shall execute or re-execute original forms of this Agreement and shall deliver them to Primepoint. Neither party hereto shall argue that a contract was not formed hereunder based on either (i) the use of electronic means to deliver a signature or to indicate acceptance of this Agreement or (ii) the fact that any signature or acceptance of this Agreement was transmitted or communicated through electronic means; and each party forever waives any related defense.



Councilmember offered the following resolution and moved its adoption:

**RESOLUTION ACCEPTING PRIMEPOINT HRMS, PAYROLL & TIME SOLUTION
PROPOSAL FOR THE BOROUGH OF WEST LONG BRANCH**

1/17/24

WHEREAS, the Borough has re-evaluated its current structure for the performance of HMRS, payroll processing, and time and labor management services; and

WHEREAS, the Finance & Administration Committee have determined that it is in the best interest of the Borough to have a third party perform such services; and

WHEREAS, PRIMEPOINT HR & PAYROLL submitted the attached proposal for the described services at the following cost:

<i>HMRS Functions</i>	<i>\$70.00/Month</i>
<i>Payroll Processing</i>	<i>\$500.00/Month</i>
<i>Time & Labor Management</i>	<i>\$185.00/Month</i>
<i>ACA Annual Reporting Fee</i>	<i>\$2,500.00/Year</i>
<i>Total Annualized Fee</i>	<i>\$11,560.00</i>

WHEREAS, funds are or will be available for this purpose.

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of West Long Branch, that the attached proposal is hereby approved.

BE IT FURTHER RESOLVED that the Mayor and Borough Clerk are hereby authorized to sign said contract on behalf of the Borough.

Seconded by Councilmember and carried upon the following roll call vote:

AYES:
NAYS:
ABSENT:
ABSTAIN:

I hereby certify the foregoing to be a true and exact copy of the original resolution as adopted by the West Long Branch Borough Council on January 17, 2024.

BOROUGH CLERK

Revised 1/10/24

SHARED SERVICE AGREEMENT

SPECIAL LAW ENFORCEMENT OFFICERS CLASS III

This agreement ("Agreement") is made as of _____, 2023, by and between the West Long Branch Board of Education, a public school district existing under the law of State of New Jersey having its principal offices located at 135 Locust Ave, West Long Branch NJ 07764 (hereinafter referred to as "BOE" or "district") and the Borough of West Long Branch, a body corporate and politic of the State of New Jersey, having its principal offices at 965 Broadway, West Long Branch NJ 07764 (hereinafter referred to as "Borough") (with BOE, collectively, the "Parties")

WITNESSETH:

WHEREAS, the Uniform Shared Services and Consolidations Act, N.J.S.A. 40:65-1 et seq. authorizes local governmental entities to enter into an agreement, among other things, for the sharing of services; and

WHEREAS, the BOE and the Borough wish to enter into an agreement under which the Borough agrees to provide a Class 3 Special Law Enforcement Officer ("SLEO III") program in the schools to be managed by the West Long Branch Police Department ("Police Department"), and consisting of one full-time SLEO III officer during the calendar school year; and

WHEREAS, the BOE and the Borough wish to act collaboratively, by and through this Agreement, to ensure the success of the SLEO III program and enhance the safety of the West Long Branch Schools; and

WHEREAS, the BOE and the Borough desire to set forth in this Agreement the specific terms and conditions, to the extent currently known, of the services to be performed and provided by said SLEO III in the schools.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

- I. Goals and Objectives** - It is understood and agreed that the BOE and the Borough officials share the following goals and objectives regarding the SLEO III Program in the schools:
 - A. To foster educational programs and activities that will increase students' knowledge of and respect for the law and the function of law enforcement agencies.
 - B. To provide for occupant safety and building security.
 - C. To work with district and building administration to develop schedules for the SLEO III to perform duties identified in this agreement.

- D. To act swiftly and cooperatively when responding to major disruptions and
- E. alleged criminal offenses on school property including but not limited to disorderly conduct by trespassers, the possession and use of weapons on campus, the illegal sale and/or distribution of controlled dangerous substances, and riots, said response being with the understanding that routine disciplinary measures for acts meriting SLEO III intervention but not arising to the level of criminal concern will be at the disciplinary discretion of the building administration.
- F. To report all alleged crimes and any incidents which require action by a SLEO III that occur on school property to district building administration and to cooperate with other law enforcement officials, school and district administrators, and district security personnel in their investigation of crimes that occur at school.
- F. To cooperate with other law enforcement officials in their investigations of alleged criminal offenses which occur off campus which pertain to the students enrolled in the SLEO III assigned schools.

II. Employment and Assignment of SLEO III

- A. The SLEO III shall be employees of the Borough and shall be subject to the administration, supervision, and control of the Police Department in collaboration with the Superintendent, on behalf of the BOE. SLEO III shall not be deemed employees of the West Long Branch Board of Education.
- B. One (1) SLEO III will be assigned to cover both the Betty McElmon and Frank Antonides Schools.
- C. The SLEO III shall complete the School Resource Training in accordance with the Police Training in accordance with the Police Training Commission parameters on training and New Jersey statutes.
- D. The SLEO III regular work shifts shall be no more than eight (8) hours per day, to be scheduled in accordance with the regular hours of operation of the schools to which they are assigned. SLEO III posts will be left vacant when SLEO III have anticipated or unanticipated absences. The West Long Branch Police Department represents that the SLEOs assigned shall meet the criteria set forth in N.J.S.A. 40A:14-146.10 et. seq.
- E. Any overtime for the SLEO III shall be mutually agreed to by the Chief and the Superintendent, including the required time for training and attendance at school-related events. Any additional cost for the officer's overtime pay will be shared equally by the Borough and the BOE.
- F. The SLEO III officer shall only be paid for the actual hours he/she works.

- G. While on duty at the BOE's schools, the Borough shall not dispatch the assigned SLEOs to any assignment off school property.
- H. The BOE and Borough agree to share costs equally (50% BOE / 50% Borough) of the SLEO III costs in accordance with applicable salary schedules and employment practices of the Police Department. The percentage allocations shall also apply to the borough's share of social security and unemployment insurance payments.
- I. SLEO III shall be subject to all personnel policies and practices of the Police Department and Board of Education policies and regulations. Should the personnel policies and practices of the BOE and Police Department conflict, the Police Department's policies and practices shall prevail unless determined otherwise by the Chief of Police.
- J. The SLEO III shall be hired by the Borough and assigned by the Chief of Police with approval from the Superintendent as soon as possible following the execution of this Agreement. The Borough Council has sole discretion, with input from the Chief of Police and the Superintendent (on behalf of the BOE) or their designee, and shall have the power and authority to hire, discharge, and discipline the SLEO III. The Superintendent reserves the right to request an alternate SLEO III from the Police Department should any officer's job performance be contrary to Police Department policies, the Code of Conduct applicable to police employees and BOE standards. The decision to grant or deny this request shall be the responsibility of the Chief of Police in collaboration with the Superintendent.
- K. The Chief of Police and Superintendent shall develop and implement an evaluation instrument to use for the evaluation of SLEO III.
- L. The BOE and Borough agree to share costs equally (50% BOE / 50% Borough) for the expenses identified in this Agreement, including, but not limited to, the SLEO III radios, uniforms, training, body armor, weapons and ammunition, and onsite equipment. At the termination of the Agreement, should either party choose not to renew the Agreement, the BOE and the Borough, with their attorneys and the Chief of Police, will discuss depreciation value and fair consideration, if any, to be paid to the BOE for the following equipment, which will remain the property of the Police Department: all weapons, radio, computer tablet, locker, car rack, and any remaining ammunition.
- M. Any SLEO III that served the Borough and BOE during the 2023-2024 school year, and who will continue to serve the Borough and BOE for the term of this Agreement, shall be paid at the rate set by the Borough.

III. Duties of SLEO III

SLEO III personnel are employees of the Police Department and are subordinate to the Chief of Police and his/her designees.

- A. SLEO III personnel shall not refuse any reasonable request by a school official if the duty is consistent with this Agreement.
- B. SLEO III personnel shall, upon verbal or written notice to District administration/Superintendent, contact the SLEO III coordinator or a police supervisor for guidance if a request appears to conflict with this Agreement and the mission of the Police Department and the West Long Branch Board of Education. The SLEO III coordinator or a police supervisor will be responsible for notifying the Chief of Police, who will then contact the Superintendent for further evaluation.
- C. SLEO III personnel are responsible for the enhancement of security in their assigned schools. SLEO III personnel shall work in cooperation with and under the direction of the building principals, and collaboratively with school security monitors, and all district personnel..
- D. SLEO III personnel will provide security at school activities and functions including, but not limited to that which is listed below in consultation with the Police Department and school principals:
 - 1 School opening
 - 2 Student assembly
 - 3 Lunch
 - 4 Recess (where applicable); and
 - 5 School dismissal.

If a regular full-time officer is unavailable, the SLEO III may provide security at after school activities, sports, and functions, as requested by the District Building Administration at the School in consultation with the Chief of Police or designee; provided, however, that the SLEO III averages no more than eight (8) working hours per school day each week consistent with Section 11. C.

- E. SLEO III personnel shall also be responsible for participating in security assessments and vulnerability studies as directed by the Chief of Police, Superintendent, and building principal.
- F. The SLEO III shall not act as a school disciplinarian, as disciplining students is a school responsibility.

IV. Chain of Command

- A. As employees of the Police Department, each SLEO III shall follow the chain of command set forth in the Police Department Policies and Procedures Manual.
- B. In the performance of their duties, the SLEO III shall coordinate and communicate with the principal or the principal's designee of West Long Branch Schools and the district administration for the appropriate coordination of schedules and delivery of programs.

V. Training/Briefing

- A. The SLEO III shall be required to complete all training as required by state statute and the Chief of Police or his/her designee, in consultation with the Superintendent. All efforts will be made to coordinate this training during school-scheduled closings, if at all possible, to avoid its interfering with the SLEO III responsibilities at school.
- B. The SLEO III may attend periodic briefings and meetings at Police the Department. All efforts will be made to coordinate this training to avoid its interfering with the SLEO III responsibilities at the schools.
- C. The SLEO III may be required to attend faculty meetings, school security team meetings, and all other meetings scheduled by the building principal whereby the presence of the SLEO III is deemed necessary and requested by the building principal.

VI. Dress Code - The SLEO III shall wear the departmental uniform.

VII. Supplies and Equipment - The Police Department shall purchase all equipment issued to the SLEO III. The cost of such equipment shall be shared (50% BOE / 50% Borough)

VIII. Transporting Students

- A. It is agreed that a SLEO III shall only transport students in their vehicles pursuant to the Police Department policy and upon notice to the district Building Administration at the School.
- B. The SLEO III shall notify the district Building Administration at the School before removing a student from any school property in accordance with the Uniform Memorandum of Agreement.

IX. Duration of Agreement

- A. This Agreement shall be effective as of the date of full execution of this Agreement and shall continue in effect until June 30, 2024.
- B. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated unless it is extended in writing and ratified by the respective elected officials.
- C. The BOE and the Borough agree that meetings to initiate a successor agreement and modifying, amending, or altering the terms of this Agreement shall commence no later than forty-five (45) days prior to the expiration of this Agreement.
- D. The BOE and the Borough agree that either party may choose not to enter into a successor agreement if they determine that doing so would not be in their best interest.
- E. The BOE and the Borough may choose to cancel this agreement with thirty (30) days written notice.
- F. In the event either party exercises their right to terminate this Agreement, Borough or BOE will reimburse the difference to the other for any outstanding deficit to equally share the agreed expenses. Reimbursement, if any, to the BOE for equipment retained by the Police Department at termination, if any, will be agreed upon in accordance with the terms of Section 11. G.

X. Consideration

After its annual January meeting, the Borough shall provide the BOE with an itemization of the BOE's cost sharing (50%/50%) of the salaries and reasonable, adjusted expenses included in this Agreement for pre-approval by the BOE. If approved by the BOE in writing, then on a monthly basis the Borough shall invoice the BOE accordingly within ten (10) business days of the last day of the previous month. BOE shall have sixty (60) days from receipt of the invoice to remit payment in full.

Modifications to this payment schedule must be agreed to in writing by both Parties.

XI. Insurance and Indemnification

- A. GENERAL LIABILITY. The Borough shall maintain insurance in the amount of at least \$2,500,000 per occurrence/annual aggregate for bodily injury liability and property damage liability, and include the BOE as an additional insured for the time during which the SLEO IIIs are working in the District.

- B. **WORKERS COMPENSATION.** The SLEOs will be hourly employees of the Borough. As such, the Borough shall be responsible for maintaining Workers Compensation and Employers Liability.
- C. Evidences of the above-referenced insurance policies shall be provided to the BOE.
- D. The Borough assumes all liability for, and agrees to indemnify and hold the BOE and its members, agents, servants, employees, students, guests, licensees and invitees, harmless against any and all claims, losses, damages, injuries and expenses, including reasonable attorney's fees, arising out of, resulting from, or incurred in connection with, any acts or omissions by the Borough, its agents, servants, SLEO IIIs, or employees related to the performance of this Agreement.
- E. The BOE assumes all liability for, and agrees to indemnify and hold the Borough and its members, agents, servants, employees, students, guests, licensees and invitees, harmless against any and all claims, losses, damages, injuries and expenses, including reasonable attorney's fees, arising out of, resulting from, or incurred in connection with, any acts or omissions by the BOE, its agents, servants, or employees related to the performance of this Agreement.

XII Miscellaneous

- A. **Representatives.** Each Party agrees that, to the fullest extent permitted by Applicable Law, it shall at all times during the term of this Agreement be organized and structured in a manner such that it can be bound with respect to any matter affecting this Agreement by the signature of one individual acting as such party's designee or authorized signatory.
- B. **Choice of Law.** Any dispute under this Agreement or related to this Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey.
- C. **Severability.** If any party of this Agreement shall be deemed unenforceable, the rest of this Agreement shall nevertheless remain in full force and effect.
- D. **Waiver.** Failure to insist upon strict compliance with any of the terms, covenants, or conditions of this Agreement at any one time shall not be deemed a waiver of such term, covenant, or condition at any other time nor shall any waiver or relinquishment of any right or power herein at any time be deemed a waiver or relinquishment of the same or any other right or power at any other time.
- E. **Entire Agreement.** This Agreement represents the entire agreement between the Borough and the BOE and cannot be changed or modified orally, This Agreement supersedes any prior agreements between the Borough and the BOE. Each of the Parties has participated substantially in the negotiation, drafting and revision of this

Agreement with representation by counsel and/or such other advisers as they have deemed appropriate.

- F. Amendments and Waivers. This Agreement may only be amended in a writing signed by the Parties. Any provision of this Agreement may only be waived in writing signed by the Party against whom the waiver is to be effective.
- G. Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original of this Agreement but all of which, together, shall constitute one and the same instrument. Signature pages may be detached from the counterparts and attached to a single copy of this Agreement to physically form one document.
- H. New Jersey Office of the State Comptroller. Borough will maintain all documentation related to this transaction for a period of five years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request pursuant to N.J.A.C. 17:44-2.2.
- I. Public Inspection and Filing. A copy of this Agreement shall be filed, for informational purposes, with the Division of Local Government Services in the Department of Community Affairs, pursuant to rules and regulations promulgated by the Director, in accordance with N.J.S.A. 40A:65-4(b).
- J. Indemnification. The parties shall indemnify, hold harmless and defend one another, their directors, officers, agents and employees, from and against any and all losses, claims, liability, damage, action or expense including, without limitation, attorneys fees and costs so long as the actions upon which the demand or claim, or assertion of liability, are founded were performed in the course of carrying out official duties on behalf of the entity, and were not out of the scope of performing official duties or performed in bad faith, and did not constitute actual fraud, actual malice, willful misconduct, an intentional wrong or a criminal act. Each party shall name the other as additional insured under their existing insurance policy.
- K. Confidentiality. The Borough and SLEO III agree to maintain the strict confidentiality of all student records in accordance with all applicable laws, statutes, and regulations, including but not limited to Family Educational Rights and Privacy Act, 20 U.S.C. 1232g, and its implementing regulations at 34 C.F.R. 99.1 et seq. and N.J.A.C. 6A:32- 7.1 et seq.

West Long Branch Board of Education

Borough of West Long Branch

Board of Education President

Mayor, JANET W. TUCCI

Councilmember offered the following resolution and moved its adoption:

**RESOLUTION AUTHORIZING SHARED SERVICES AGREEMENT BETWEEN THE
BOROUGH OF WEST LONG BRANCH AND THE WEST LONG BRANCH BOARD OF
EDUCATION FOR SPECIAL LAW ENFORCEMENT OFFICER (SLEO) CLASS III
SERVICES**

1/17/24

WHEREAS, the Uniform Shared Services and Consolidations Act, N.J.S.A. 40:65-1 et seq. authorizes local governmental entities to enter into an agreement, among other things, for the sharing of services; and

WHEREAS, the BOE and the Borough wish to enter into an agreement under which the Borough agrees to provide a Class 3 Special Law Enforcement Officer ("SLEO III") program in the schools to be managed by the West Long Branch Police Department ("Police Department"), and consisting of one full-time SLEO III officer during the calendar school year; and

WHEREAS, the BOE and the Borough wish to act collaboratively, by and through the attached agreement, to ensure the success of the SLEO III program and enhance the safety of the West Long Branch Schools; and

WHEREAS, the BOE and the Borough desire to set forth the specific terms and conditions, to the extent currently known, of the services to be performed and provided by said SLEO III in the schools, as described in the attached agreement.

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of West Long Branch, that the attached agreement is hereby approved, conditioned on the approval of the West Long Branch Board of Education.

BE IT FURTHER RESOLVED that the Mayor and Borough Clerk are hereby authorized to sign said contract on behalf of the Borough.

Seconded by Councilmember and carried upon the following roll call vote:

AYES:
NAYS:
ABSENT:
ABSTAIN:

I hereby certify the foregoing to be a true and exact copy of the original resolution as adopted by the West Long Branch Borough Council on January 17, 2024.

BOROUGH CLERK

January 12, 2024
12:26 PM

BOROUGH OF WEST LONG BRANCH
Bill List by P.O. Number

Page No: 1

PO #	Vendor	PO Description	Amount
23-01907	Caruso & Baxter	Tax/Legal Invoiced 01/02/2024	\$2,039.24
24-00001	Caruso & Baxter	Tax/Legal Invoiced 01/08/20204	\$8,123.63
		January 2024 Retainer	

Total Purchase Orders:	2	Total List Amount:	\$10,162.87
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