



Cumberland County Board of Chosen Freeholders



Work Session

~ Agenda ~

<http://www.co.cumberland.nj.us>

Content of this Agenda is Subject to Change

Tuesday, August, 15, 2017

6:00 PM

Administration Building

I. Director calls the meeting to order.

Call to Order

6:00 PM Meeting called to order on August 15, 2017 at Administration Building, 164 West Broad Street, Bridgeton, NJ.

Clerk to the Board announces that adequate notice of this meeting was provided in accordance with Ch.231, P.L. 1975 (Senator Byron M. Baer Open Public Meetings Act).

II. Invocation - Silent Meditation

III. Salute to Flag and Pledge of Allegiance - Freeholder James F. Quinn

IV. Clerk to the Board calls the roll.

Attendee Name	Present	Absent	Late	Arrived
Freeholder Carman Daddario	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Freeholder Carol Musso	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Freeholder James F. Quinn	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Freeholder James R. Sauro	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Freeholder Joseph V. Sparacio	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Deputy Director Darlene Barber	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Director Joseph Derella	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

V. Public Comment Period/Resolutions Only

VI. Resolutions

- 1. Resolution 2017-420** Mover/Seconder: Deputy Director Barber, Freeholder Musso

Resolution Ratifying And Approving The Master Service Agreement #F004 For Telephone Services Between The County Of Cumberland And The New Jersey Administrative Office Of The Courts

ATTACHMENTS:

- 20170814111145441 (PDF)

Attendee Name	Yes (Aye)	No (Nay)	Abstain
Freeholder Carman Daddario	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Freeholder Carol Musso	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Freeholder James F. Quinn	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Freeholder James R. Sauro	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Freeholder Joseph V. Sparacio	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Deputy Director Darlene Barber	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Director Joseph Derella	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

VII. Review Agenda Items For August 22, 2017

VIII. Public Comment Period/New Business

Freeholder _____ moves to open the public comment period, seconded by Freeholder _____ . (voice vote)

Members of the public may address the Board regarding resolutions listed on the agenda for consideration by the Freeholder Board.

Freeholder _____ moves to close the public comment period, seconded by Freeholder _____ . (voice vote)

IX. Entertain motion for adjournment.

There being no further business to come before the Board,

Motion to adjourn (voice vote)

Meeting adjourned at ____ PM



**Cumberland County
Board of Chosen Freeholders**

164 West Broad Street
Bridgeton, NJ 08302



SCHEDULED

RESOLUTION 2017-420

Meeting: August 15, 2017 6:00 PM

**RESOLUTION RATIFYING AND APPROVING THE MASTER SERVICE
AGREEMENT #F004 FOR TELEPHONE SERVICES BETWEEN THE
COUNTY OF CUMBERLAND AND THE NEW JERSEY
ADMINISTRATIVE OFFICE OF THE COURTS**

WHEREAS, the County has entered into Master Service Agreement No. F004 with the New Jersey Administrative Office of the Courts, the terms of which the County of Cumberland is reimbursed by the New Jersey Administrative Office of the Courts for the cost of providing said telephone services to the Judicial system; and

WHEREAS, said Master Service Agreement expired on June 30, 2016 and is in need of extension from July 1, 2016 through June 30, 2018.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF CHOSEN FREEHOLDERS OF THE COUNTY OF CUMBERLAND, as follows:

1. That this Board hereby ratifies and approves Master Service Agreement No. F004 with the New Jersey Administrative Office of the Courts, for the purpose set forth in the preamble hereto.

2. That the Director and Clerk of this Board are hereby authorized and directed to execute said Master Service Agreement No. F004 in the form on file with the Clerk of this Board.

Passed and adopted at a meeting of the Board of Chosen Freeholders held at the Cumberland County Administration Building, 164 West Broad Street, Bridgeton, New Jersey on Tuesday, August 15, 2017 at 6:00 p.m. prevailing time.

Master Service Agreement for Telephone Services
Vicinage 15 – Cumberland County

MASTER SERVICE AGREEMENT

This MASTER SERVICE AGREEMENT (“Agreement”) is made between the State of New Jersey, Judiciary, Administrative Office of the Courts, for Vicinage 15 (“AOC” or “Vicinage”), with its principal place of business at 60 West Broad Street, Bridgeton, New Jersey 08302; and the County of Cumberland (“County”), with its principal place of business at 164 West Broad Street, Bridgeton, New Jersey 08302 (collectively referred to as “the parties”).

The parties, intending to be legally bound, mutually agree to contract for the provision of Services as follows:

1. Term of Agreement

- a. This Agreement shall become effective as of the date it is signed by the Administrative Director of the Courts, or designee, and shall remain in full force and effect **for a term of two (2) fiscal years, beginning on July 1, 2017 and ending on June 30, 2018.**
- b. The AOC accepts responsibility for costs incurred by the County for the provision of the subject services beginning on July 1, 2016 and shall reimburse the County for these costs in accordance with the terms of this Agreement.
- c. This Agreement and all addenda may be terminated by the AOC, for cause or convenience, upon written notification to the County. The written notification provided by the AOC shall specify the date on which the County shall cease performing the subject services. In no event, however, will the cessation date be less than 30 days from the date of the termination notice. The AOC shall compensate the County for those services performed and those expenses incurred prior to the cessation date.
- d. This Agreement and all addenda may be terminated by the County, for cause or convenience, upon written notification to the AOC. The written notification provided by the County shall specify the date on which the County shall cease performing the subject services. In no event, however, will the cessation date be less than 30 days from the date of the termination notice. The AOC shall compensate the County for those services performed and those expenses incurred prior to the cessation date.
- e. If, upon expiration of this Agreement, the parties are unwilling or unable to negotiate a replacement Master Service Agreement, and there is no new Master Service Agreement in effect for a period of 60 days, this Agreement shall be deemed to have expired and the parties hereto shall have no further obligations and responsibilities pursuant to this Agreement.

2. Applicable Law

- a. This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey.

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- b. The County shall comply with any and all applicable Federal and State laws now in effect or hereafter promulgated.

3. Notices

Except as otherwise specified in this Agreement, all notices or other communications hereunder shall be deemed to have been duly given when made in writing and delivered and addressed as follows:

AOC
To:

County
To:

Vicinage 15
60 West Broad Street
Bridgeton, New Jersey 08302

County of Cumberland
164 West Broad Street
Bridgeton, New Jersey 08302

Attn: Trial Court Administrator

Attn: Chief Financial Officer

4. Risk of Loss

- a. The County shall defend, indemnify and hold harmless the AOC, its officers and employees against any and all suits, claims, losses, demands and damages of whatever kind or nature, including but not limited to, personal injury claims, wrongful death claims and property damage claims arising out of or claimed to arise out of the performance of this Agreement.
- b. The County shall assume all responsibility for its actions, and those of its agents, servants and contractors, while engaged in any activity connected with this Agreement.
- c. The County shall maintain insurance sufficient to cover all liabilities imposed by law and assumed under this Agreement. The liability insurance shall name the AOC as an additional insured.
- d. The Judiciary does not indemnify any third party for the acts of negligence of any party other than the entities, agents or employees of the Judiciary. The Judiciary does not carry public liability insurance. However, the Judiciary is subject to the provisions of the New Jersey Tort Claims Act, N.J.S.A. 59:1-1 et seq., the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1 et seq. and available appropriations.

5. General

- a. The obligations of the parties hereunder are contingent upon the availability of appropriated funds from which payment can be made. No legal liability on the part of the AOC for payment of any money shall arise unless and until funds are made available each fiscal year by the Legislature.

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- b. Wherever in this Agreement either party's consent or approval is required, such consent or approval shall not be unreasonably or arbitrarily withheld, delayed or conditioned.

6. Scope of Work – For the County provision of Telephone Services to the State of New Jersey Judiciary, Vicinage 15, in Cumberland County, New Jersey.

- a. The County shall be responsible for the continuation of telephone equipment maintenance contracts for such equipment that is currently maintained for use by the vicinage with costs reimbursed by the AOC.
- b. The County shall maintain records pertaining to telephone equipment maintenance. These records, including vendor invoices, summary and/or detailed phone charge reports, and maintenance agreements, shall be made available to the Trial Court Administrator upon request.
- c. The cost to the Judiciary for telephone equipment maintenance shall not be greater than the costs allocated to county offices for similar equipment leases.
- d. The County shall be responsible to maintain and insure the telephone equipment with the understanding that costs will be reimbursed by the AOC.
- e. The County shall contract with local telephone companies and long distance providers for service supplied to the Vicinage. The County shall act as liaison with the vendor(s) for all matters pertaining to the supply of these services to Vicinage operations. The County shall receive billing from all telephone service providers and remit payments for said service with the understanding that these costs will be reimbursed by the Vicinage.
- f. Over time, the AOC may be able to reduce the scope of work provided by the County under this agreement and arrange for this subject services utilizing State purchasing procedures. In such event(s), the cost charged to the vicinage shall be reduced accordingly without penalty. In the event that the services required to be provided under this agreement are to be reduced, it is further understood that it may not be possible to reduce all services at the same time. The AOC will provide the County with thirty (30) days-notice of any change in this scope of work.
- g. All costs for these Telephone services shall be as specified in this Master Service Agreement, or in subsequent Agreement Addenda executed by the parties in accordance with Section 11 of this Master Services Agreement.

7. County Responsibilities

- a. The County is responsible for the professional quality, technical accuracy and timely completion and delivery of all deliverables and services furnished by the County under

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this Agreement. The County shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in its deliverables and services. Approval of, acceptance of, or payment for any of these services shall not be construed as a waiver of any rights by the AOC under this Agreement or of any cause of action arising out of the performance of this Agreement.

- b. All personnel provided by the County, who perform work under this Agreement, must observe all regulations in effect while performing services in Judiciary areas. County personnel shall not represent themselves as employees of the Judiciary.
- c. If circumstances beyond the control of the County result in an inability to meet its obligations under this Agreement, it is the responsibility and obligation of the County to make the details known immediately to the Trial Court Administrator.

8. Taxes

The Administrative Office of the Courts, acting as the administrative arm of the Judicial Branch of New Jersey State Government, is exempt from all State and local sales and excise taxes.

9. Compensation

The annual compensation to be paid under this Agreement has been mutually determined by the contracting parties and set forth herein. All prices quoted in this Agreement, or in any subsequent addendum to this Agreement, shall be firm and not subject to increase during the term of this Agreement. The compensation to be paid by the AOC to the County shall be as follows:

- a. **64.40% of local and long distance telephone service, invoiced by the carrier(s) for the period of July 1, 2016 through June 30, 2018. The Judiciary's estimated FY 2017 pro-rated annual costs for these services is \$53,013.24. If the carrier(s) invoice bill the County for the entire cost, the AOC will reimburse its pro-rated share to the County.**
- b. **38.69% of Telephone monthly maintenance cost as invoiced to the County will be reimbursed by the AOC. The County monthly maintenance cost is \$2,566.12. AOC share of monthly cost is \$1,619.43.**
- c. **Contract amount not to exceed \$75,000.00 exclusive of any repairs, moves, adds or changes that are paid by the County.**
- d. In the event that the actual costs incurred by the County during the period of this Agreement are less than the costs reflected in the compensation set forth above, the County shall reduce compensation due from the AOC by the dollar amount of the actual cost reduction.

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- e. AOC is responsible for the payment of its own telephone invoices, repairs, moves, adds, or changes at the Cumberland County Courthouse. If for any reason the County is billed for the AOC's telephone usage, and/or repairs, moves, adds and changes, the AOC shall reimburse the County for its actual usage.
- f. Any changes to the compensation to be paid under this Agreement will be mutually determined by the contracting parties and set forth in subsequent Master Service Agreement Addenda, in accordance with Section 11 (Amendment/Waiver) of this Agreement.
- g. The County shall submit invoices on a **monthly** basis for services satisfactorily provided. An invoice for services provided during the period from July 1, 2016 through the effective date of this Agreement, may be submitted at any time after the full execution of this Agreement. Each payment is conditioned upon the AOC's receipt of an official State intra-governmental voucher, which must be submitted with a standard summary printout of account activity. Invoices and vouchers for payment should be forwarded to the attention of the Trial Court Administrator. While the AOC will not require the submission of receipts for direct expenses, the County must retain all receipts and other financial records supporting the billing for the work performed under this Agreement. These records must be maintained by the County for a minimum of three years and will be made available for audit by the AOC at any time during that period.
- h. Prior to June 30, 2018, the parties may negotiate revised compensation terms that will be effective for a period of twelve (12) months, starting July 1, 2018 and ending on June 30, 2019. The agreed upon level of compensation will be fully detailed in a Master Service Agreement Addendum, in accordance with Section 11 (Amendment/Waiver) of this Agreement.

10. Entire Agreement

This Agreement, and any exhibits attached hereto, all being a part hereof, represent and constitutes the entire and integrated Agreement of the parties hereto and supersedes all prior negotiations, representations, offers, and agreements, whether written or oral between the parties with respect to the subject matter of this Agreement.

11. Amendment/Waiver

- a. This Agreement cannot be amended, modified or revised unless done so in a written addendum, signed by the parties. No provision of this Agreement may be waived unless done so in a written addendum, signed by the parties. The failure of a party to enforce any provision of this Agreement or to require performance by the other party will not be

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construed to be a waiver, or in any way affect the right of either party to enforce such provision thereafter.

- b. The parties may negotiate addenda, which revise the terms of this Agreement at any time. Said revisions may include, but are not limited to, changes to the compensation and/or scope of work terms for the services to be performed under this Agreement. Unless the parties execute an addendum, the terms and conditions of this Agreement, or of the last executed addendum to this Agreement, shall remain in full force and effect.

12. Assignment

This Agreement may not be assigned, transferred or otherwise disposed of, in whole or in part, by either party without the prior written consent of the other party. No permitted assignment, transfer and/or disposition shall relieve a party of any of its responsibilities under this Agreement. Any assignment in violation of this paragraph shall be void. This Agreement shall be binding upon the parties and their respective successors and assigns.

13. No Third Party Beneficiaries

No party intends to create in any other individual or entity the status of third party beneficiary and this Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in this Agreement shall operate only between the parties to this Agreement, and shall insure solely to the benefit of the parties to this Agreement. The provisions of this Agreement are intended only to assist the parties in determining and performing their obligations under this Agreement. The parties to this Agreement intend and expressly agree that only the parties to this Agreement shall have any legal or equitable right to seek to enforce this Agreement, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Agreement, or to bring any action for breach of this Agreement.

14. Signatory Authority

Each person signing below warrants that he or she has been duly authorized by the party for whom he or she signs, to execute this Agreement on behalf of that party.

15. Unenforceability and Severability

If any provision of this Agreement is found to be unenforceable, that provision will be severed and the remainder of this Agreement will continue in full force and effect.

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In witness whereof, the parties have caused this Agreement to be executed by their duly authorized representatives.

State of New Jersey Judiciary,
Vicinage 15

County of Cumberland

By: _____
Benjamin C. Telsey, A.J.S.C.

By: _____

Date: _____

Date: _____

State of New Jersey,
Administrative Office of
the Courts

By: _____
Shelley Webster, Director
Office of Management & Administrative Services

Date: _____

Attachment: 20170814111145441 (RES-2017-420 : Master Service Agreement for Telephone Services)