

RESOLUTION AUTHORIZING QUALIFIED PURCHASING AGENT
PURSUANT TO N.J.S.A. 40A:11-9

WHEREAS, the Board of Fire Commissioners of Fire District No. 4, Township of Howell, County of Monmouth, State of New Jersey, acknowledges that all procurements by the Board shall be made in accordance with the Local Public Contracts Law: N.J.S.A. 40A:11-1, *et. seq.*, as amended, and Rules and Regulations promulgated thereunder; and

WHEREAS, N.J.S.A. 40A:11-9 permits the Board, by Resolution, to designate an individual to serve as the Board's Qualified Purchasing Agent; and

WHEREAS, the Board acknowledges that designation of an individual to serve as Qualified Purchasing Agent shall delegate to said individual the authority, responsibility and accountability for the purchasing activity for the Board in the name of the Board and conduct any activities as may be necessary or appropriate to the purchasing function of the Board as its agent; and

WHEREAS, the New Jersey State Legislature, through the Director of the Division of Local Government Services, has established a criteria for individuals to qualify for designation as a qualified purchasing agent [N.J.S.A. 40A:11-9(b)], among which are education and/or experience, training and examination requirements; and

WHEREAS, William G. Newberry has been issued a Qualified Purchasing Agent certificate by the State of New Jersey, Department of Community Affairs, Division of Local Government Services, recognizing that he has satisfied the professional and educational qualifications as set forth in N.J.S.A. 40A:11-9(b); and

WHEREAS, the Board finds and determines that it is in the best interest of the District to designate a qualified purchasing agent.

NOW, THEREFORE, BE IT RESOVLED, by the Board of Fire Commissioners of Fire District No. 4, Township of Howell, County of Monmouth, State of New Jersey, that William G. Newberry be designated the Qualified Purchasing Agent for the Board in accordance with the terms and conditions as set forth in the Service Agreement attached hereto and made a part hereof, unless otherwise resolved by the Board; and

BE IT FURTHER RESOLVED, that said William G. Newberry be granted all authority, responsibility and accountability of a qualified purchasing agent pursuant to the laws of the State of New Jersey and that he be authorized in the name of the Board to conduct any activities as may be necessary or appropriate for the purchasing functions of the Board, as its agent; and

BE IT FURTHER RESOLVED, that the Board establish the enhanced bid and quote threshold for public bodies with designated qualified purchasing agents in those amounts established and/or adjusted by the Governor pursuant to N.J.S.A. 40A:11-3(c); and

BE IT FURTHER RESOLVED, that the Qualified Purchasing Agent shall establish rules and regulations for the Board's procurement, which rules and regulations shall not be inconsistent with, but shall supplement, the laws of the State of New Jersey; and

BE IT FURTHER RESOLVED, that a copy of this Resolution be forwarded to the District Auditor, Robert D. Elliott, C.P.A., of the firm of Mohel, Elliott, Bauer & Gass, for his preparation of the 2022 compliance audit; and

BE IT FURTHER RESOLVED, that the within Resolution shall be effective immediately upon passage; and

BE IT FURTHER RESOLVED, that any resolution or part of a resolution inconsistent herewith are hereby repealed or otherwise revoked; and

BE IT FURTHER RESOLVED, that if any section, paragraph, sentence, clause or phrase in this Resolution is for any reason held or determined to be unconstitutional or invalid, same shall not affect the remainder of this Resolution; and

BE IT FURTHER RESOLVED, that notwithstanding anything set forth herein to the contrary, the Board shall be permitted to amend, modify, repeal or otherwise act as to those topics which are the subject of this Resolution provided said acts are consistent with public policy, Board bylaws, township ordinances, local, state and federal laws and rules and regulations promulgated thereunder; and

BE IT FURTHER RESOLVED, that an original signed, conformed and compared copy of this Resolution be accessible and maintained as an official Board record pursuant to and in accordance with the "Open Public Records Act"; N.J.S.A. 47:1A-1, *et seq.* and the "Destruction of Public Records Law (1953)"; N.J.S.A. 47:3-8.1, *et seq.* as set forth by the State of New Jersey Municipal Agency Record Retention Schedule promulgated by the Division of Archives and Record Management.

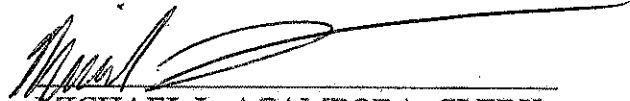
CERTIFICATION

I, MICHAEL L. ACAMPORA, Clerk of the Board of Fire Commissioners of Fire District No. 4, Township of Howell, County of Monmouth, State of New Jersey, do hereby certify that the foregoing is a true conformed and compared copy of an original Resolution now on file and of record in the District office which was duly adopted at a public meeting held on the 8th day of March, 2022.

I do further certify that the said Board of Fire Commissioners of Fire District No. 4, Township of Howell, County of Monmouth, State of New Jersey, is composed of - 5 - members, and that - 5 - members were present and - 5 - members voted affirmatively for the adoption of the Resolution and - 0 - members voted against the adoption of the Resolution.

The undersigned further certifies that the above Resolution has not been repealed or amended and remains in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said Board of Fire Commissioners of Fire District No. 4, Township of Howell, County of Monmouth, State of New Jersey, on this 8th day of March, 2022.



MICHAEL L. ACAMPORA, CLERK
Board of Fire Commissioners
Fire District No. 4
Township of Howell

SERVICE AGREEMENT

This Agreement, dated March 8, 2022, is by and between the Board of Fire Commissioners of Fire District No. 4, Township of Howell, County of Monmouth, State of New Jersey, and William G. Newberry of W.G. Newberry, LLC.

In this Agreement, the party who is contracting to receive services shall be referred to as "Client" and the party who will be providing the contracted services shall be referred to as "Contractor". The parties hereto agree as follows:

DESCRIPTION OF SERVICES. Contractor will provide monthly Qualified Purchasing Agent services to include, but not be limited to: attendance at Board workshop meetings as requested by the Board and responsibility for the procurement of supplies and services that are to be conducted in accordance with applicable federal, state and local laws, ordinances and rules and regulations. The Contractor is responsible for the policies to enforce municipal, state and federal purchasing regulations. The Contractor is to assist, when necessary, with annual budget preparation and year-end accounting and audit support.

CONFIDENTIALITY. Contractor will not at any time or in any manner, directly or indirectly, use for the personal benefit of Contractor, or divulge, disclose or communicate in any manner, any information that is proprietary to the Client. Contractor will protect such information and treat it as strictly confidential. This provision shall continue to be effective after the termination of this Agreement. Upon termination and as otherwise requested by the Board, Contractor will return all records, notes, documentation and other items that were used, created or controlled by Contractor during the term of this Agreement.

RELATIONSHIP OF PARTIES. It is understood by the parties that Contractor is an independent contractor with respect to Client and is not to be considered an employee of Client. Contractor is responsible for all federal and state income and payroll taxes and shall provide proof to the Client of a valid New Jersey Business Registration Certificate.

PAYMENT FOR SERVICES. Client agrees to pay a fee of \$6,000.00 annually, payable to Contractor for services rendered as described under, "Description of Services". Billing for services, with a completed voucher, shall be submitted quarterly at the end of each quarter with payment due at the next regularly scheduled Board meeting.

REIMBURSEMENT OF EXPENSES. Contractor shall be entitled to reimbursement from Client for the following "out-of-pocket" expenses (receipts will be provided to Client to substantiate reimbursement expenses):

- 1 Postage;
- 2 Delivery/shipping fees (i.e. FedEx, DHL, UPS, USPS, etc.);
- 3 Copying; and
- 4 Other expenses (misc. office supplies purchased on behalf of client).

TERMINATION OF CONTRACT. The term of this Agreement is March 1, 2022, through February 28, 2023. Either party may terminate this Agreement earlier by providing written notice of same to the other party thirty (30) days prior to the termination date.

ENTIRE AGREEMENT. This Agreement contains the entire agreement between the parties and there are no other promises or conditions in any other agreement, whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.

AMENDMENT. This Agreement may be modified or amended if the amendment is made in writing and is signed by both parties.

SEVERABILITY. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable.

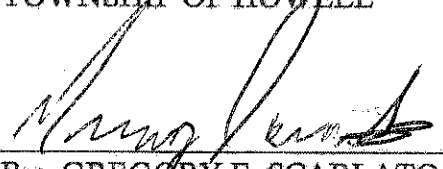
APPLICABLE LAW. This Agreement shall be governed by the laws of the State of New Jersey.

BOARD OF FIRE COMMISSIONERS
FIRE DISTRICT NO. 4
TOWNSHIP OF HOWELL

WITNESS/ATTEST:



MICHAEL L. ACAMPORA, CLERK



By: GREGORY E. SCARLATO
CHAIRMAN

WITNESS/ATTEST:

WILLIAM G. NEWBERRY
W.G. NEWBERRY, LLC

WILLIAM G. NEWBERRY