South Essex Fire Department

COMMITTEE MEETING
MEETING AGENDA

Tuesday, May 24, 2022 - 3:00 PM
Maplewood Township Building, Main Conference Room,
574 Valley St., Maplewood Township, NJ 07040

ORDER OF BUSINESS

1. Call Meeting to Order

2. Roll Call

Committee Member Collum
Committee Member McGehee
Committee Member Lembrich
Alternate Committee Member Brown
Alternate Committee Member De Luca
Mr. Loehner, Chief Executive Officer

3. Meeting Notice Statement

In accordance with the Open Public Meeting Act of the State of New Jersey, adequate notice of this meeting has been provided to the official newspapers of the Village and Township, posted on the Village's website and filed in the Office of the Village Clerk. Official action may be taken.

4. Resolution to go into Executive Session

2022-12 Resolution Authorizing an Executive Session at the May 24, 2022, Regular Meeting of the South Essex Fire Department Committee Meeting.

Matter/ (OPMA Exception)
Executive Session

- Personnel Matters (Attorney/Client Privilege Matter)

5. Reconvene into Open Session – Roll Call

Committee Member Collum
Committee Member McGehee
Committee Member Lembrich
Alternate Committee Member Brown

Alternate Committee Member De Luca
Mr. Loehner, Chief Executive Officer

6. Announcements

A. Regular Meetings of the South Essex Fire Department Management Committee have been noticed on Tuesdays at 3:00 p.m., at the Township of Maplewood Town Hall, Main Conference Room, 574 Valley St. Maplewood Township, NJ 07040, to consider essential and regular business items on the following dates:

Tuesday, May 31, 2022
Tuesday, June 7, 2022
Tuesday, June 14, 2022
Tuesday, June 21, 2022
Tuesday, June 28, 2022
Tuesday, July 5, 2022

The first order of business to be conducted by the South Essex Fire Department's Management Committee at all regular meetings will be the consideration of a resolution permitting the South Essex Fire Department's Management Committee to convene into closed Executive Session for the purposes of discussing those matters exempted from public session as permitted by the Open Public Meetings Act, N.J.S.A. 10:4-12 et. seq.

7. Public Comment

Open to the Public for agenda items only. Each speaker shall have one turn and not to exceed 3 minutes. There will be another Public Comment at the conclusion of the meeting. Please identify yourself with your name and address and please remain courteous.

8. Approval of Minutes

The Chief Executive Officer is requesting the Management Committee's approval of the minutes for the following meetings:

Tuesday, April 8, 2022
Tuesday, April 19, 2022
Tuesday. April 26, 2022
Tuesday, May 10, 2022

9. Resolutions on Consent Agenda

2022-13 RESOLUTION AWARDING A CONTRACT TO PERALTA DESIGN FOR BRANDING AND DESIGN SERVICES ASSOCIATED WITH THE SOUTH ESSEX LOGO AND VISUAL BRAND, FOR AN AMOUNT NOT TO EXCEED FOURTEEN THOUSAND DOLLARS ($14,000.00)

2022-14 RESOLUTION AUTHORIZING A THE PURCHASE WITH STATE LINE FIRE AND SAFETY, INC., FOR THE PURCHASE OF HELMET FRAME AND INSERT IN AMOUNT NOT TO EXCEED $9,000

10. Committee Member Reports

Committee Members

Promotional Process Presentation

Working Group Updates:

- Inspections
- Inventory
- Branding
- EMT Plan

Chief Executive Officer

11. Update from Member Fire Departments

Transition Plan

South Orange

Maplewood

12. Old Business

New Hires

13. New Business

14. Public Comment

Each speaker shall have one turn and not to exceed 3 minutes. Please identify yourself with your name and address and please remain courteous.

15. Adjournment

Resolution #2022-12
May 24, 2022

SOUTH ESSEX FIRE DEPARTMENT

2022-012 RESOLUTION AUTHORIZING AN EXECUTIVE SESSION AT THE May 24, 2022, REGULAR MEETING OF THE SOUTH ESSEX FIRE DEPARTMENT COMMITTEE MEETING.

WHEREAS, there exists a need to hold an Executive Session for the purpose of discussing the following matter, which falls within the exceptions to the Open Public Meeting Act, N.J.S.A. 10:4-12 et. seq., to wit:

Matter / (OPMA Exception)
Executive Session

- Items for discussion may be introduced at table

WHEREAS, it is unknown at this time when such discussion to take place in Executive Session may be disclosed to the public;

NOW THEREFORE, BE IT RESOLVED by the SEFD Management Committee as follows:

1. This Executive Session meeting of SEFD Management Committee shall be closed to the public for discussion of the aforesaid referenced matter.

2. The matter discussed during this Executive Session meeting shall be disclosed to the public at such time when reason for discussing and acting on same in Executive Session shall no longer exist.

Committee Members	Motion	Second	Ayes	Nays	Abstain	Absent
Collum						
McGehee						
Lembrich						
Alternate Members						
Brown						
De Luca						

# # #

CERTIFICATION

I, Adam D. Loehner, Chief Executive Officer of the South Essex Fire Department, County of Essex, State of New Jersey, do hereby certify that this is a true and correct copy of the Resolution adopted by the South Essex Fire Department at their regular meeting held on Tuesday, May 24, 2022.

Adam D. Loehner, Chief Executive Officer

South Essex Fire Department

COMMITTEE MEETING

MEETING MINUTES

Tuesday, April 8, 2022 - 3:00 PM
Maplewood Township Building, Main Conference Room,
574 Valley St., Maplewood Township, NJ 07040

ORDER OF BUSINESS

Call Meeting to Order

Committee Member Collum called the meeting to order at 3:08 PM.

Roll Call

Committee Member Collum
Committee Member McGehee
Alternate Committee Member Brown
Alternate Committee Member De Luca
Mr. Loehner, Chief Executive Officer
Mr. Otis, Assistant Village Counsel

Meeting Notice Statement

Township Clerk Elizabeth J Fritzen read the following statement:

In accordance with the Open Public Meeting Act of the State of New Jersey, adequate notice of this meeting has been provided to the official newspapers of the Village and Township, posted on the Village's website and filed in the Office of the Village Clerk. Official action may be taken.

4. Public Comment

Open to the Public for agenda items only. Each speaker shall have one turn and not to exceed 3 minutes. There will be another Public Comment at the conclusion of the meeting. Please identify yourself with your name and address and please remain courteous.

5. Resolution to for Separate Action

2022-01 RESOLUTION APPOINTING THE THIRD MEMBER TO THE SOUTH ESSEX FIRE DEPARTMENT

Committee Members	Motion	Second	Ayes	Nays	Abstain	Absent
Collum		☑	☑			
McGehee	☑		☑			
Lembrich						
Alternate Members						
Brown						
De Luca						

Record Reflects Committee Lembrich is in attendance

6. Resolutions on Consent Agenda

2022-02 RESOLUTION AWARDING A CONTRACT FOR PAYROLL SERVICES FOR THE SOUTH ESSEX FIRE DEPARTMENT TO PRIMEPOINT LLC, FOR A ONE (1) YEAR PERIOD IN AN AMOUNT NOT TO EXCEED $9,173.70 (INITIAL YEAR)

2022-03 RESOLUTION AWARDING A CONTRACT FOR FINANCE SOFTWARE SERVICES FOR THE SOUTH ESSEX FIRE DEPARTMENT TO EDMUNDS GOVTECH, FOR A FIVE (5) YEAR PERIOD IN AN AMOUNT NOT TO EXCEED $10,250.00 (INITIAL YEAR)

2022-04 RESOLUTION AUTHORIZING A CONTRACT WITH SHI INTERNATIONAL, CORP. AS AUTHORIZED RESELLER FOR THE PURCHASE OF GOOGLE

WORKSPACE BUSINESS PLUS IN AMOUNT NOT TO EXCEED $$10,987.66 PER YEAR FOR THREE (3) YEARS

2022-05 RESOLUTION AWARDING A CONTRACT TO BATTAGLIA ASSOCIATES, LLC ON A NON-FAIR AND OPEN BASIS FOR FINANCIAL MANAGEMENT SERVICES FOR THE SOUTH ESSEX FIRE DEPARTMENT AS PER THE TERMS OF THE ATTACHED PROPOSAL NOT TO EXCEED $48,000

Committee Members	**Motion**	**Second**	**Ayes**	**Nays**	**Abstain**	**Absent**
Collum			☑			
McGehee	☑		☑			
Lembrich		☑	☑			
Alternate Members						
Brown						
De Luca						

7. Committee Member Reports

Committee Members:

Committee Member Collum addressed changes to the agenda going forward.

Committee Member McGehee had no report at this time.

Alternative Committee Member De Luca discussed the LEAP Grant and the initial draft he had been working on and will need to be completed by the CEO Loehner and submitted.

Chief Executive Officer:

CEO Loehner discussed the contracts which were included in as resolutions. Will move forward and begin setting up all the contracts to begin creation of the organization.

Discussed the organization did receive an EIN Number and will set up bank accounts.

Discussion of the timetable of Civil Service and how the layoff letters and hiring letter will be sent out at the same time.

10. Old Business

No old business was discussed beyond that reported above

11. New Business

- LEAP Grant
- Chair and Vice Chair Selections
- Scheduling Regular Meeting Dates
- General Agenda Templates

12. Public Comment

Committee Member Collum opened the meeting for second public comment. No member of the public made comment.

13. Adjournment

There being no further discussion, Committee Member Lembrich moved to adjourn the meeting at approximately 4:52 pm, seconded by Committee Member McGehee. All were in favor, none opposed or abstained and the Management Committee announced that the next regular scheduled meeting is Tuesday, April 8, 2022

South Essex Fire Department

COMMITTEE MEETING

MEETING MINUTES

Tuesday, April 19, 2022 - 3:00 PM
Maplewood Township Building, Main Conference Room,
574 Valley St., Maplewood Township, NJ 07040

ORDER OF BUSINESS

1. **Call Meeting to Order**

   Committee Member Collum called the meeting to order at 3:05 PM.

2. **Roll Call**

   Committee Member Collum
   Committee Member McGehee
   Committee Member Lembrich
   Alternate Committee Member Brown (joining telephonically)
   Alternate Committee Member De Luca
   Mr. Loehner, Chief Executive Officer
   South Orange Fire Department Chief Sullivan
   Maplewood Fire Department Chief Alvarez
   Maplewood Fire Department Deputy Chief DeMartino
   Mr. Desiderio, Township Attorney
   Mr. Otis, Assistant Village Counsel

3. **Meeting Notice Statement**

   Committee Member Collum read the following statement:

   In accordance with the Open Public Meeting Act of the State of New Jersey, adequate notice of this meeting has been provided to the official newspapers of the Village and Township, posted on the Village's website and filed in the Office of the Village Clerk. Official action may be taken.

4. Resolution to go into Executive Session

2022-06 Resolution Authorizing an Executive Session at the April 19, 2022, Regular Meeting of the South Essex Fire Department Committee Meeting.

Matter/ (OPMA Exception)
Executive Session

- Personnel Matters (Attorney/Client Privilege Matter)
- Contracts

Committee Members	**Motion**	**Second**	**Ayes**	**Nays**	**Abstain**	**Absent**
Collum			☑			
McGehee		☑	☑			
Lembrich	☑		☑			
Alternate Members						
Brown						
De Luca						

5. Reconvene into Open Session - Roll Call

Committee Member Collum
Committee Member McGehee
Committee Member Lembrich
Alternate Committee Member Brown
Alternate Committee Member De Luca
Mr. Loehner, Chief Executive Officer

6. Announcements

The following announcements were read:

A. Notice of Regular Meetings have been noticed for the South Essex Management Committee will hold regular meetings on Tuesdays at 3:00 p.m., at the Township of Maplewood Town. Hall, Main Conference Room, 574 Valley St. Maplewood Township, NJ 07040, to consider essential and regular business items, following dates:

Tuesday, April 26, 2022
Tuesday, May 3, 2022
Tuesday, May 10,2022
Tuesday, May 17, 2022
Tuesday, May 24, 2022
Tuesday, May 31, 2022
Tuesday, June 7,2022
Tuesday, June 14, 2022
Tuesday, June 21, 2022
Tuesday, June 28, 2022
Tuesday, July 5, 2022

The first order of business to be conducted by the South Essex Fire Department's Management Committee at all regular meetings will be the consideration of a resolution permitting the South Essex Fire Department's Management Committee to convene into closed Executive Session for the purposes of discussing those matters exempted from public session as permitted by the Open Public Meetings Act, N.J.S.A. 10:4-12 et. seq., and, at 3:00 p.m., or soon thereafter, the South Essex Fire Department's Management Committee will reconvene into its public meeting as scheduled.

7. **Public Comment**

Committee Member Collum opened the meeting for public comment. No member of the public made comment.

8. **Resolutions on Consent Agenda**

No resolutions on Consent Agenda

Committee Members	Motion	Second	Ayes	Nays	Abstain	Absent
Collum						
McGehee						

Lembrich						
Alternate Members						
Brown						
De Luca						

9. Committee Member and Chief Executive Officer Reports

Committee Members:

Alternate Committee Member DeLuca reported on EMS delivery of services. He discussed compensation of those assigned to Maplewood EMS together with costs related to the service. Assignment of personnel, existing contracts and need to inventory qualifications/certifications of all firefighters was discussed.

Committee Member Collum addressed the Chiefs and stated that the Management Committee desired their active participation and input throughout the transitional phase and that there would be a portion of the agenda dedicated to reports from the Fire Chiefs. She noted the EMS discussion as an example and asked for input as it concerns developing policy regarding overtime, operating procedures for dispatching equipment, staffing levels, and ambulance and fire department response to life threatening and/or non-life threatening calls for service.

Committee Member McGehee had no report at this time.

The Management Committee reviewed the initial design of the proposed SEFD website home page.

Chief Executive Officer:

CEO Loehner reported that Gmail accounts have been set up for the Committee Members and that the website domain was being purchased. He also reported that he would be meeting with Investor Bank on Thursday, April 21, 2022. He alerted the member towns that there would be a need to address and make adjustments to their budgets as it concerns fire protection/services allocations. CEO Loehner also advised that he was pursuing application and coverage from a municipal joint insurance fund as well as creating an employee handbook (which would be required by an insurer). South Orange recently revised and updated its employee handbook and CEO Loehner would use that handbook and updating experience as a template. CEO Loehner was also reaching out to agencies providing fringe and personnel related benefits to South Orange to begin the process of carrying over such benefits for firefighters.

Committee Member Collum asked for any additional feedback regarding the Local Efficiency Achievement Program (LEAP) grant. CEO Loehner advised that announcements should go out in June with awards going out in July.

Committee Member Lembrich asked about lay-off and hire letters to make sure that firefighters are aware of the timing and mechanism (to avoid unnecessary confusion or panic). CEO Loehner responded that he has met with South Orange's fire unions and that the union representatives are fully aware. Committee Member Collum stated that she and CEO Loehner have offered to meet with the entire department but have not been invited to do so. Chief Alvarez advised that Maplewood's fire department understands the mechanism and timing fully. Chief Sullivan asked to be included in future communications. Township Attorney Desiderio asked if the letters will have dates certain so firefighters are fully apprised of their obligation to act by a certain date. CEO Loehner responded that letters should go out on May 1st and that firefighters must make their election to join by June 1st. Township Attorney Desiderio suggested that promotion processes and protocols should be developed soon. Both Fire Chiefs agreed; mentioning that firefighters are currently testing. Committee Member Collum confirmed that SEFD will honor existing or impacted upcoming lists as well as tests being taken.

CEO Loehner advised that he will be developing a Chiefs' Scrum management tool for short term and longer term objectives.

Committee Member Collum asked for any questions or comment from the Chiefs. No questions or comments were forthcoming at this time.

10. Old Business

No old business was discussed beyond that reported above

11. **New Business**

The Management Committee considered personnel and staffing numbers including recruitment of new hires and diversity in such hiring. Also discussed were mutual aid, alarm cards, standard operating procedures, software. The Chiefs requested that the SEFD Table of Organization be reviewed. Alternate Committee Member DeLuca wants the Committee to address protocols for inspections and defining responsibilities between the two towns and SEFD as well as amassing a full inventory of equipment and vehicles.

The Management Committee also determined to hear 'Working Group Updates' at future meetings in the following general areas and also hear reports on the following deliverables:

- Inspections
- Branding (Logo and Website)
- EMT Plan
- Promotions
- Chiefs' SCRUM
- Chair and Vice Chair Roles
- Submission of Swift Water Search and Rescue Grant application

12. Public Comment

Committee Member Collum opened the meeting for second public comment. No member of the public made comment.

13. **Adjournment**

There being no further discussion, Committee Member Lembrich moved to adjourn the meeting at approximately 4:33 pm, seconded by Committee Member McGehee. All were in favor, none opposed or abstained and the Management Committee announced that the next regular scheduled meeting is Tuesday, April 26, 2022

South Essex Fire Department

COMMITTEE MEETING

MEETING MINUTES

Tuesday, April 26, 2022 - 3:00 PM
Maplewood Township Building, Main Conference Room,
574 Valley St., Maplewood Township, NJ 07040

ORDER OF BUSINESS

1. **Call Meeting to Order**

Committee Member Collum called the meeting to order at 3:05 PM.

2. **Roll Call**

Committee Member Collum
Committee Member McGehee
Committee Member Lembrich
Alternate Committee Member Brown
Alternate Committee Member De Luca
Mr. Loehner, Chief Executive Officer
South Orange Fire Department Chief Sullivan
Maplewood Fire Department Deputy Chief DeMartino
Mr. Desiderio, Township Attorney
Mr. Rother, Village Counsel
Mr. Otis, Assistant Village Counsel

3. **Meeting Notice Statement**

Committee Member Collum read the following statement:

In accordance with the Open Public Meeting Act of the State of New Jersey, adequate notice of this meeting has been provided to the official newspapers of the Village and Township, posted on the Village's website and filed in the

Office of the Village Clerk. Official action may be taken.

4. Resolution to go into Executive Session

2022-07 Resolution Authorizing an Executive Session at the April 26, 2022, Regular Meeting of the South Essex Fire Department Committee Meeting.

Matter/ (OPMA Exception)
Executive Session
• Personnel Matters (Attorney/Client Privilege Matter)

Committee Members	Motion	Second	Ayes	Nays	Abstain	Absent
Collum			☑			
McGehee		☑	☑			
Lembrich	☑		☑			
Alternate Members						
Brown						
De Luca						

5. Reconvene into Open Session - Roll Call

Committee Member Collum
Committee Member McGehee
Committee Member Lembrich
Alternate Committee Member Brown
Alternate Committee Member De Luca
Mr. Loehner, Chief Executive Officer

6. Announcements

The following announcements were read:

A. Notice of Regular Meetings have been noticed for the South Essex Management Committee will hold regular meetings on Tuesdays at 3:00 p.m., at the Township of Maplewood Town. Hall, Main Conference Room, 574 Valley St. Maplewood Township, NJ 07040, to consider essential and regular business items, following dates:

Tuesday, May 3, 2022
Tuesday, May 10,2022
Tuesday, May 17, 2022
Tuesday, May 24, 2022
Tuesday, May 31, 2022
Tuesday, June 7,2022
Tuesday, June 14, 2022
Tuesday, June 21, 2022
Tuesday, June 28, 2022
Tuesday, July 5, 2022

The first order of business to be conducted by the South Essex Fire Department's Management Committee at all regular meetings will be the consideration of a resolution permitting the South Essex Fire Department's Management Committee to convene into closed Executive Session for the purposes of discussing those matters exempted from public session as permitted by the Open Public Meetings Act, N.J.S.A. 10:4-12 et. seq., and, at 3:00 p.m., or soon thereafter, the South Essex Fire Department's Management Committee will reconvene into its public meeting as scheduled.

7. **Public Comment**

Committee Member Collum opened the meeting for public comment. No member of the public made comment.

8. **Resolutions on Consent Agenda**

2022-08 RESOLUTION APPOINTING THE CHAIR AND VICE CHAIR OF THE SOUTH ESSEX FIRE DEPARTMENT

2022-09 RESOLUTION AWARDING A CONTRACT FOR IMPLEMENTATION POLICY TIERS SOFTWARE UNDER COOPERATIVE PURCHASING WITH SOURCEWELL FOR SOUTH ESSEX FIRE DEPARTMENT TO LEXIPOL, FOR A ONE (1) YEAR PERIOD IN AN AMOUNT NOT TO EXCEED $29,000.00 (INITIAL YEAR)

Committee Members	Motion	Second	Ayes	Nays	Abstain	Absent
Collum			☑			
McGehee		☑	☑			
Lembrich	☑		☑			
Alternate Members						
Brown						
De Luca						

9. Committee Member Reports

Committee Members – No reports from Committee Members

Working Group Updates:

■ Inspections – Alternate Committee Member DeLuca discussed the inspection categories in the two towns and commented that the two towns conducted inspections in different fashion. After further review, the Management Committee will have to decide if:

a) The towns will continue separate inspections processes and procedures

b) SEFD will conduct inspections on behalf of both towns or

c) A third-party will be contracted to perform inspections on behalf of both towns.

There was discussion regarding the number and type of inspections conducted by each town. This information will be further developed for the Management Committee's review.

■ Inventory – CEO Loehner advised that he is researching companies that can perform the inventory. In terms of procurement, the process may be facilitated due to the regional service agency status and ability to procure without the appointment of a Qualified Purchasing Agent.

■ Branding – CEO Loehner provided the Management Committee with a proposed Scope of Services for a Branding and Logo Consultant Service. There was discussion regarding the proposed service and suggested changes to the scope. Specifically, the successful candidate should suggest a period of transitional legacy of existing brands/logos and should provide 3 iterations of design. Additionally, candidates should include a quote for web design as an alternative additional service.

■ EMT Plan – Deputy Chief DeMartino discussed protocol for approval by appropriate authorities of lettering and emblems on units. There was also discussion regarding coordination of operating procedures, rosters, banking and billing considerations.

- Grants – Chair Collum reported that she submitted a grant application in the approximate amount of $110,000 for Swift Water Search and Rescue funding.
- Promotions – CEO Loehner reported that a meeting has been scheduled to talk with union representatives regarding promotions concerns and processes.
- Operational Transition Plan (Chiefs Scrum Report) – CEO Loehner discussed the resolution to contract with LexiPol as well as possible use of a fleet management service to help the Management Committee create a global understanding of the current and future fleet assets and needs between the towns. There was additional discussion regarding current EMT, dispatch and Red Alert software used by the towns, programming of phone lines, recruitment of firefighters, diversity in that regard, 'stipends' as they presently exists for each town, possibility of residency requirements, fees for inspections, fees related to EMT certification, application fees, uniforms and transition of badge numbers.
- Chair and Vice Chair Roles and Responsibilities – no update at this time.

Chief Executive Officer – No additional update to that reported above.

10. Update from Member Fire Departments

South Orange – No update at this time

Maplewood – No update at this time

11. Old Business

No old business was discussed beyond that reported above

12. New Business

No new business was discussed beyond that reported above

13. Public Comment

Committee Member Collum opened the meeting for second public comment. No member of the public made comment.

14. **Adjournment**

There being no further discussion, Chair Collum adjourned the meeting at approximately 4:15 pm, and announced the next regular scheduled meeting is Tuesday, May 3, 2022

South Essex Fire Department

COMMITTEE MEETING

MEETING AGENDA

Tuesday, May 10, 2022 - 3:00 PM

Maplewood Township Building, Main Conference Room,

574 Valley St., Maplewood Township, NJ 07040

ORDER OF BUSINESS

1. **Call Meeting to Order**

   Committee Member McGehee called the meeting to order at 3:03 PM.

2. **Roll Call**

   Committee Member McGehee
   Committee Member Lembrich
   Alternate Committee Member De Luca
   Mr. Loehner, Chief Executive Officer
   South Orange Fire Department Chief Sullivan
   Maplewood Fire Department Deputy Chief DeMartino
   Mr. Otis, Assistant Village Counsel

3. **Meeting Notice Statement**

   Chief Executive Officer Loehner read the following statement:

   In accordance with the Open Public Meeting Act of the State of New Jersey, adequate notice of this meeting has been provided to the official newspapers of the Village and Township, posted on the Village's website and filed in the Office of the Village Clerk. Official action may be taken.

4. **Resolution to go into Executive Session**

   2022-10 Resolution Authorizing an Executive Session at the May 10, 2022, Regular Meeting of the South Essex Fire Department Committee Meeting.

Matter/ (OPMA Exception)
Executive Session

- Personnel Matters (Attorney/Client Privilege Matter)
- Contract Negotiations

Committee Members	Motion	Second	Ayes	Nays	Abstain	Absent
Collum						
McGehee		☑	☑			
Lembrich	☑		☑			
Alternate Members						
Brown						
De Luca						

5. Reconvene into Open Session - Roll Call

Committee Member McGehee
Committee Member Lembrich
Alternate Committee Member De Luca
Mr. Loehner, Chief Executive Officer

6. Announcements

The following announcements were read:

A. Notice of Regular Meetings have been noticed for the South Essex Management Committee will hold regular meetings on Tuesdays at 3:00 p.m., at the Township of Maplewood Town. Hall, Main Conference Room, 574 Valley St. Maplewood Township, NJ 07040, to consider essential and regular business items, following dates:

Tuesday, May 17, 2022
Tuesday, May 24, 2022
Tuesday, May 31, 2022

Tuesday, June 7,2022

Tuesday, June 14, 2022

Tuesday, June 21, 2022

Tuesday, June 28, 2022

Tuesday, July 5, 2022

The first order of business to be conducted by the South Essex Fire Department's Management Committee at all regular meetings will be the consideration of a resolution permitting the South Essex Fire Department's Management Committee to convene into closed Executive Session for the purposes of discussing those matters exempted from public session as permitted by the Open Public Meetings Act, N.J.S.A. 10:4-12 et. seq., and, at 3:00 p.m., or soon thereafter, the South Essex Fire Department's Management Committee will reconvene into its public meeting as scheduled.

7. Public Comment

Committee Member McGehee opened the meeting for public comment. No member of the public made comment.

8. **Resolutions on Consent Agenda**

No resolutions on consent were presented.

Committee Members	**Motion**	**Second**	**Ayes**	**Nays**	**Abstain**	**Absent**
Collum			☑			
McGehee		☑	☑			
Lembrich	☑		☑			
Alternate Members						
Brown						
De Luca						

9. Committee Member Reports

Committee Members – No reports from Committee Members

Working Group Updates:

- Inspections – No update at this time.

- Inventory – CEO Loehner advised that he has identified two individuals may provide proposals to perform the inventory. CEO Loehner requires the square footage of the firehouses in order for the proposals to be prepared.
- Branding – Two proposals have been received in response to the Scope of Services for a Branding and Logo Consultant Service. Committee Member McGehee has reached out to the fire unions for their input in this regard.
- EMT Plan – Deputy Chief DeMartino discussed progress on lettering and emblems on units. There was also discussion regarding recertification of firefighters where there certification has lapsed. In terms of procuring uniforms, CEO Loehner advises that a bank account has been established. In any event, and to ensure that personnel has appropriate and necessary uniforms and insignia, South Orange can provide access to funds that can be reimbursed in the future. There was discussion regarding practical considerations such as lettering and emblem sizing.
- Grants – No update at this time.
- Promotions – Committee Member Lembrich reconfirmed that SEFD would honor the lists and processes. There was discussion regarding the possibility of hiring in advance of July 1 by the respective towns in order to fill possible vacancies that might otherwise arise.
- Operational Transition Plan (Chiefs Scrum Report) – The Fire Chiefs advised that they have met with each other. They have also met individually with CEO Loehner; however, the three parties intend to organize a group meeting in the near future.
- Chair and Vice Chair Roles and Responsibilities – no update at this time.

Chief Executive Officer – Civil Service has approved the Layoff Plan and requisite notices. It is anticipated that letters will go out to firefighters on or before May 13, 2022. Benefit transfers and general liability insurance is being organized and CEO Loehner has been in communication and negotiations with providers.

10. Update from Member Fire Departments

South Orange – No update at this time

Maplewood – No update at this time

11. **Old Business**

No old business was discussed beyond that reported above

12. **New Business**

No new business was discussed beyond that reported above

13. **Public Comment**

Committee Member McGehee opened the meeting for second public comment. No member of the public made comment.

14. **Adjournment**

There being no further discussion, Committee Member Mc Gehee adjourned the meeting at approximately 4:14 pm, and announced the next regular scheduled meeting is Tuesday, May 17, 2022

South Essex Fire Department

COMMITTEE MEETING

MEETING AGENDA

Tuesday, May 10, 2022 - 3:00 PM
Maplewood Township Building, Main Conference Room,
574 Valley St., Maplewood Township, NJ 07040

ORDER OF BUSINESS

1. **Call Meeting to Order**

   Committee Member McGehee called the meeting to order at 3:03 PM.

2. **Roll Call**

   Committee Member McGehee
   Committee Member Lembrich
   Alternate Committee Member De Luca
   Mr. Loehner, Chief Executive Officer
   South Orange Fire Department Chief Sullivan
   Maplewood Fire Department Deputy Chief DeMartino
   Mr. Otis, Assistant Village Counsel

3. **Meeting Notice Statement**

   Chief Executive Officer Loehner read the following statement:

   In accordance with the Open Public Meeting Act of the State of New Jersey, adequate notice of this meeting has been provided to the official newspapers of the Village and Township, posted on the Village's website and filed in the Office of the Village Clerk. Official action may be taken.

4. **Resolution to go into Executive Session**

   2022-10 Resolution Authorizing an Executive Session at the May 10, 2022, Regular Meeting of the South Essex Fire Department Committee Meeting.

Matter/ (OPMA Exception)
Executive Session

- Personnel Matters (Attorney/Client Privilege Matter)
- Contract Negotiations

Committee Members	Motion	Second	Ayes	Nays	Abstain	Absent
Collum						
McGehee		☑	☑			
Lembrich	☑		☑			
Alternate Members						
Brown						
De Luca						

5. Reconvene into Open Session - Roll Call

Committee Member McGehee
Committee Member Lembrich
Alternate Committee Member De Luca
Mr. Loehner, Chief Executive Officer

6. Announcements

The following announcements were read:

A. Notice of Regular Meetings have been noticed for the South Essex Management Committee will hold regular meetings on Tuesdays at 3:00 p.m., at the Township of Maplewood Town. Hall, Main Conference Room, 574 Valley St. Maplewood Township, NJ 07040, to consider essential and regular business items, following dates:

Tuesday, May 17, 2022
Tuesday, May 24, 2022
Tuesday, May 31, 2022

Tuesday, June 7,2022

Tuesday, June 14, 2022

Tuesday, June 21, 2022

Tuesday, June 28, 2022

Tuesday, July 5, 2022

The first order of business to be conducted by the South Essex Fire Department's Management Committee at all regular meetings will be the consideration of a resolution permitting the South Essex Fire Department's Management Committee to convene into closed Executive Session for the purposes of discussing those matters exempted from public session as permitted by the Open Public Meetings Act, N.J.S.A. 10:4-12 et. seq., and, at 3:00 p.m., or soon thereafter, the South Essex Fire Department's Management Committee will reconvene into its public meeting as scheduled.

7. Public Comment

Committee Member McGehee opened the meeting for public comment. No member of the public made comment.

8. **Resolutions on Consent Agenda**

No resolutions on consent were presented.

Committee Members	Motion	Second	Ayes	Nays	Abstain	Absent
Collum			☑			
McGehee		☑	☑			
Lembrich	☑		☑			
Alternate Members						
Brown						
De Luca						

9. Committee Member Reports

Committee Members – No reports from Committee Members

Working Group Updates:

- <u>Inspections</u> – No update at this time.

- Inventory – CEO Loehner advised that he has identified two individuals may provide proposals to perform the inventory. CEO Loehner requires the square footage of the firehouses in order for the proposals to be prepared.
- Branding – Two proposals have been received in response to the Scope of Services for a Branding and Logo Consultant Service. Committee Member McGehee has reached out to the fire unions for their input in this regard.
- EMT Plan – Deputy Chief DeMartino discussed progress on lettering and emblems on units. There was also discussion regarding recertification of firefighters where there certification has lapsed. In terms of procuring uniforms, CEO Loehner advises that a bank account has been established. In any event, and to ensure that personnel has appropriate and necessary uniforms and insignia, South Orange can provide access to funds that can be reimbursed in the future. There was discussion regarding practical considerations such as lettering and emblem sizing.
- Grants – No update at this time.
- Promotions – Committee Member Lembrich reconfirmed that SEFD would honor the lists and processes. There was discussion regarding the possibility of hiring in advance of July 1 by the respective towns in order to fill possible vacancies that might otherwise arise.
- Operational Transition Plan (Chiefs Scrum Report) – The Fire Chiefs advised that they have met with each other. They have also met individually with CEO Loehner; however, the three parties intend to organize a group meeting in the near future.
- Chair and Vice Chair Roles and Responsibilities – no update at this time.

Chief Executive Officer – Civil Service has approved the Layoff Plan and requisite notices. It is anticipated that letters will go out to firefighters on or before May 13, 2022. Benefit transfers and general liability insurance is being organized and CEO Loehner has been in communication and negotiations with providers.

10. Update from Member Fire Departments

South Orange – No update at this time

Maplewood – No update at this time

{01064618.1}

11. **Old Business**

No old business was discussed beyond that reported above

12. **New Business**

No new business was discussed beyond that reported above

13. **Public Comment**

Committee Member McGehee opened the meeting for second public comment. No member of the public made comment.

14. **Adjournment**

There being no further discussion, Committee Member Mc Gehee adjourned the meeting at approximately 4:14 pm, and announced the next regular scheduled meeting is Tuesday, May 17, 2022

Resolution #2022-13
May 24, 2022

SOUTH ESSEX FIRE DEPARTMENT

RESOLUTION AWARDING A CONTRACT TO PERALTA DESIGN FOR BRANDING AND DESIGN SERVICES ASSOCIATED WITH THE SOUTH ESSEX LOGO AND VISUAL BRAND, FOR AN AMOUNT NOT TO EXCEED FOURTEEN THOUSAND DOLLARS ($14,000.00)

WHEREAS, the South Essex Fire Department (the "SEFD") is in need of a vendor to perform branding and design services; and

WHEREAS, in response to a properly submitted Notice of a Request for the Receipt of Proposals (hereinafter "Notice"), the proposal submitted by Peralta Design, whose place of business is 2 Enterprise Drive, Suite 418, Shelton, CT 06484, was found to be acceptable as the vendor best capable of providing the needed services to the Village; and

WHEREAS, the Chief Executive Officer have recommended to the Management Committee that it would be in the best interest of the SEFD to award the Contract to provide for the necessary branding and design services to this Vendor, in an amount not to exceed Fourteen Thousand Dollars; and

WHEREAS, the parties acknowledge that all other provisions contained in the above mentioned "Notice" shall control and be incorporated into any agreement signed.

NOW THEREFORE, BE IT RESOLVED by the SEFD Management Committee that the Chief Executive Officer is hereby authorized to execute an Agreement, with Peralta Design, 2 Enterprise Drive, Suite 418, Shelton, CT 06484 upon approval of this resolution, in an amount not to $14,000.

Committee Members	Motion	Second	Ayes	Nays	Abstain	Absent
Collum						
McGehee						
Lembrich						
Alternate Members						
Brown						
De Luca						

# # #

CERTIFICATION

I, Adam D. Loehner, Chief Executive Officer of the South Essex Fire Department, County of Essex, State of New Jersey, do hereby certify that this is a true and correct copy of the Resolution adopted by the South Essex Fire Department at their regular meeting held on Tuesday, May 24, 2022.

____

Adam D. Loehner, Chief Executive Officer

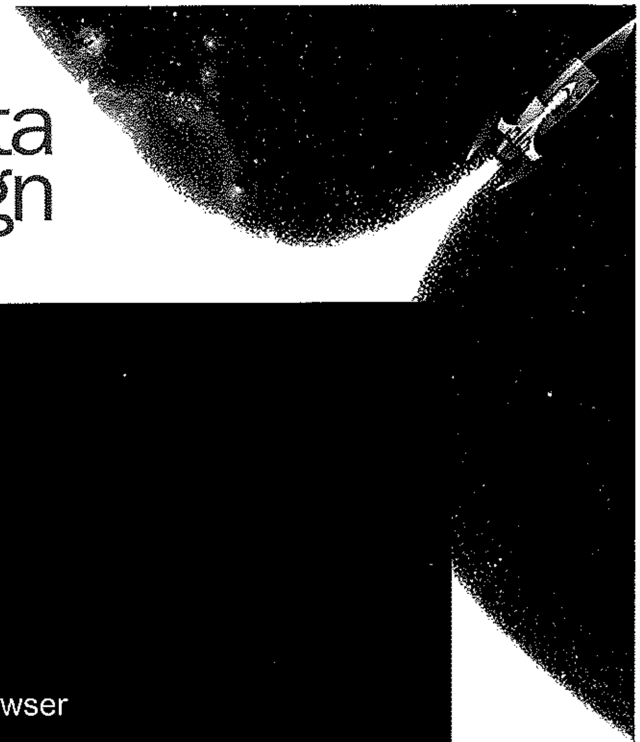
CERTIFICATION OF AVAILABLE FUNDS

As required by N.J.S.A. 40A:4-57, N.J.A.C. 5:34-5.1 et seq. and any other applicable requirement, I, Adam Loehner, Chief Executive Officer of the South Essex Fired Department, have ascertained that there are available sufficient uncommitted funds to award the contract specified in the above resolution, in the amount specified below. I further certify that I will encumber these finds upon the passage of this resolution.

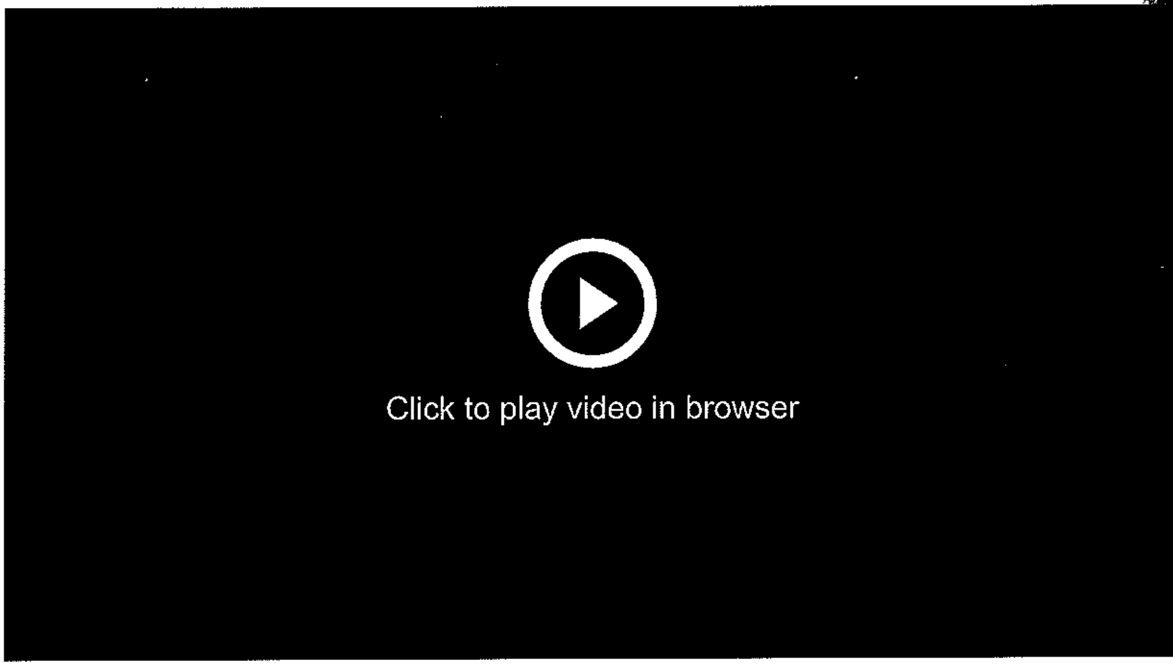
Line Item	Description	Amount

Adam Loehner, Chief Executive Officer of SEFD — Date

# # #



peralta design



Branding/Logo Consultant Services

Scope of Work Proposal

South Essex Fire Department

Delivered on
May 12, 2022

Peralta Design HQ
2 Enterprise Drive, Suite 418
Shelton, CT 06484

Peralta Design South
389 Palm Coast Parkway SW, Suite
4Palm Coast, FL 32137

(203) 513.2222 Main • ramon@peraltadesign.com • peraltadesign.com

About Us

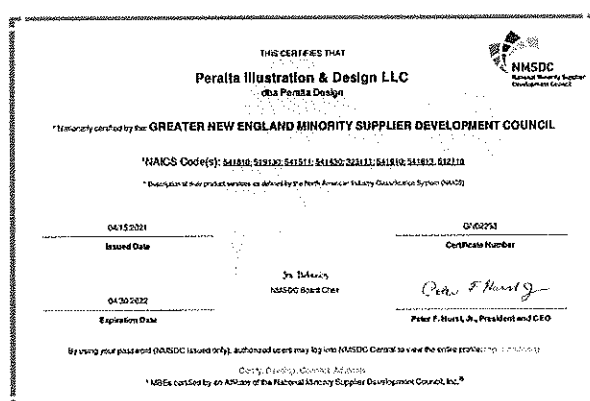
Led by Creative Director Ramon Peralta, Peralta Design's penchant for design is informed by decades of experience working with world-class organizations like Priceline, BiC, NFL, and more. We're proud to have helped hundreds of businesses and organizations from non-profits to municipalities to corporations launch successfully while looking their best.

Peralta Design's vision is to create a world where the dreamers, the entrepreneurs, small businesses and corporations alike can all prosper by scaling and growing their businesses through effective brand strategy, state of the art technology and a high design aesthetic.

Peralta Design's mission is to help businesses large and small navigate complex branding, web and digital marketing challenges. We promise to deliver superior customer service to our clients that will exceed their greatest expectations by always delivering more value than expected.

At Peralta Design, we listen, we collaborate and we deliver results. We Launch Brands®

Greater Valley Chamber of Commerce
GNEMSDC Greater New England Minority Supplier Development Council
HCCGB Hispanic Chamber of Commerce of Greater Bridgeport, Inc.
MBE Certified Minority Business Enterprise
Best Companies Fairfield County
Bridgeport Regional Business Council
Greater New Haven Chamber — We take care of business.
BBB Accredited Business
BBB Rating: A+
As of 2/25/2022
Click for Profile


THIS CERTIFIES THAT

Peralta Illustration & Design LLC
dba Peralta Design

*Nationally certified by the **GREATER NEW ENGLAND MINORITY SUPPLIER DEVELOPMENT COUNCIL**

*NAICS Code(s): 541810; 519130; 541511; 541430; 323111; 541810; 541613; 512110

04/15/2021
Issued Date

Certificate Number

NMSDC Board Chair

04/30/2022
Expiration Date

Peter F. Hurst, Jr., President and CEO

NMSDC
National Minority Supplier Development Council

Overview

Peralta Design is a full service mission-driven Marketing Agency that has its own in-house creative team ready to bring your biggest ideas to life. Peralta Design has been providing a wide range of services to clients of all industries since 2008. Our goal is to help you grow your business and take your online presence to the next level.

Peralta Design will develop a new brand identity package for South Essex Fire Department, which will be a shared Fire Department for the Township of Maplewood and South Orange Village. The success of this shared service will depend on the public's understanding of its purpose and its value from conception through operations. This requires a branding strategy that conveys the distinctive message of firefighting, logo, and a design which represents our two communities.

Part 1: Project Time: 40 Hours @$165/hr
Part 2: Project Time: 40 Hours @$165/hr

TOTAL: Project Time: 80 Hours @$165/hr

Website Design & Development starts at **$5,000**
Digital Marketing (Strategy) Flight Plans start at **$5,000**

PART 1 - RESEARCH

A. Define the regional shared service firefighter brand

- Research of other fire departments
- Research both the Township of South Orange and Maplewood
- Meet with firefighters of both communities for ideas and feedback (Virtually on Zoom)
- Meet with South Essex Fire Department Committee for ideas and feedback (Via Zoom)

B. Prepare a summary of the recommended brand guidelines and the key policy implications for the design and development of South Essex Fire Department

PART 2 - BRANDING

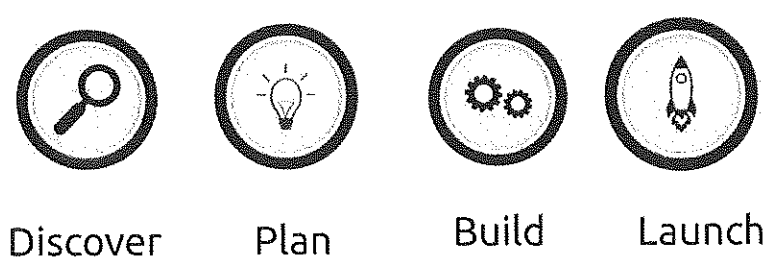
A. Brand Creation

- Logo
- Uniform Patch
- Letterhead
- Envelopes
- Business Card Template

B. Creation and presentation of all the materials with an opportunity for three (3) rounds of feedback and edits before a final round is presented on June 15th.

Timeframe

To complete the work outlined in the project scope, we'll need approximately 4-6 weeks for the Branding/Logo Consultant Services. After proposal is signed and we receive your deposit, we are prepared to start work immediately. Final round due 6/15/22.



The South Essex Fire Department Brand Team

Ramon Peralta

FOUNDER & CREATIVE DIRECTOR

Ramon proudly leads the multicultural, multi-disciplined, loyal flight crew at Peralta Design, personally ensuring that the desired 'look & feel' of every project launch sequence is communicated consistently across the entire brand's digital footprint.

Amanda Barnes

ART DIRECTOR

Shortly upon graduating she started as an intern at Peralta Design and moved her way up to Art Director. She is skilled in Photoshop, Illustrator and InDesign but likes to dabble in and explore other creative programs such Blender and Google Sketch Up.

Rebecca Palko

GRAPHIC DESIGNER

Rebecca is a Graphic Designer who is skilled in Adobe Suite products. She creates templates for social media, email marketing, and landing pages while supporting Amanda in other capabilities.

Examples of Relevant Work

Urban Community Alliance (UCA)

Shirley Ellis-West,
Executive Director
Urban Community Alliance

446A Blake Street,
New Haven, CT 06515
e: shirley.west@ucainc.org
w: https://urbancommunityalliance.org
m: (203) 676-4147

Scope: Rename, Brand Identity, Stationary, Marketing Materials, Social Media Maintenance, Website

This was a very unique challenge for a brand new mission-based organization that was born out of a merger of two well established non-profits: The New Haven Family Alliance and The V.E.T.T.S program. We were tasked with brand naming and brand identity. The goal was to pay homage to the previous two brands in the new mark while also establishing brand guidelines for social media as well as print. We also produced a new website for UCA, a promotional video and a digital marketing campaign.

Examples of Relevant Work

Alpha Phi Alpha Fraternity, Inc.

Scope: Various Chapter's Logos/Seals

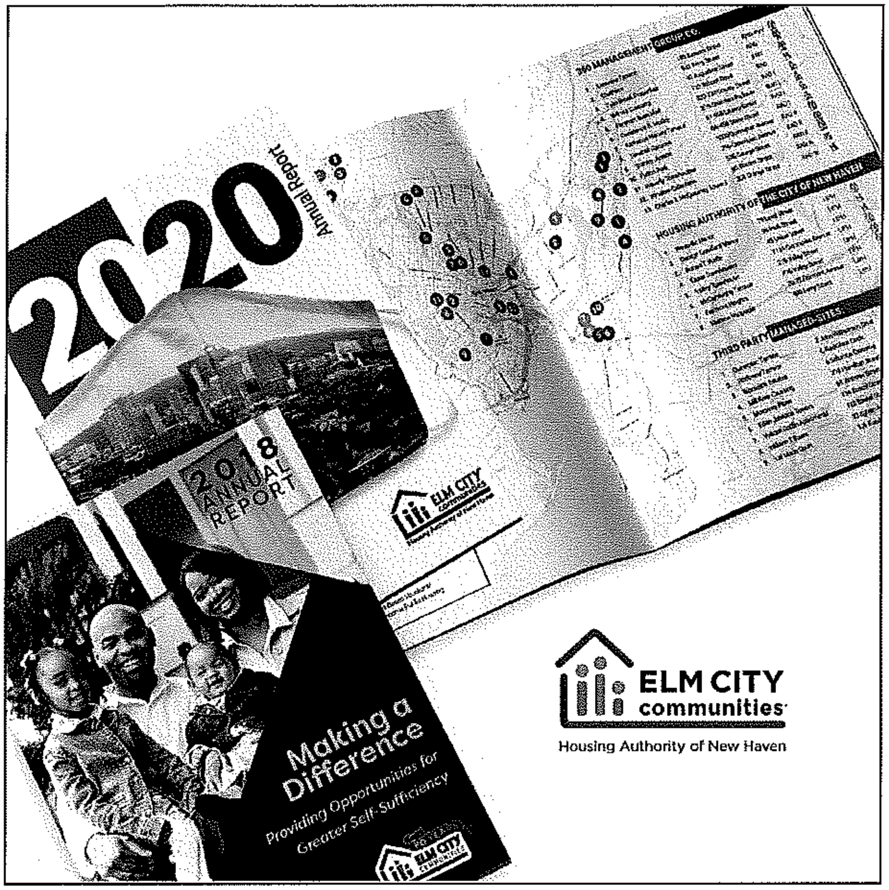
We have created dozens of logo for various Chapter with Alpha Phi Alpha Fraternity.

Examples of Relevant Work

Rhode Island State Police

Scope: T-Shirt & Patch Design for Graduating Class

Examples of Relevant Work



Karen DuBois Walton
President
Elm City Communities |
Housing Authority of New Haven

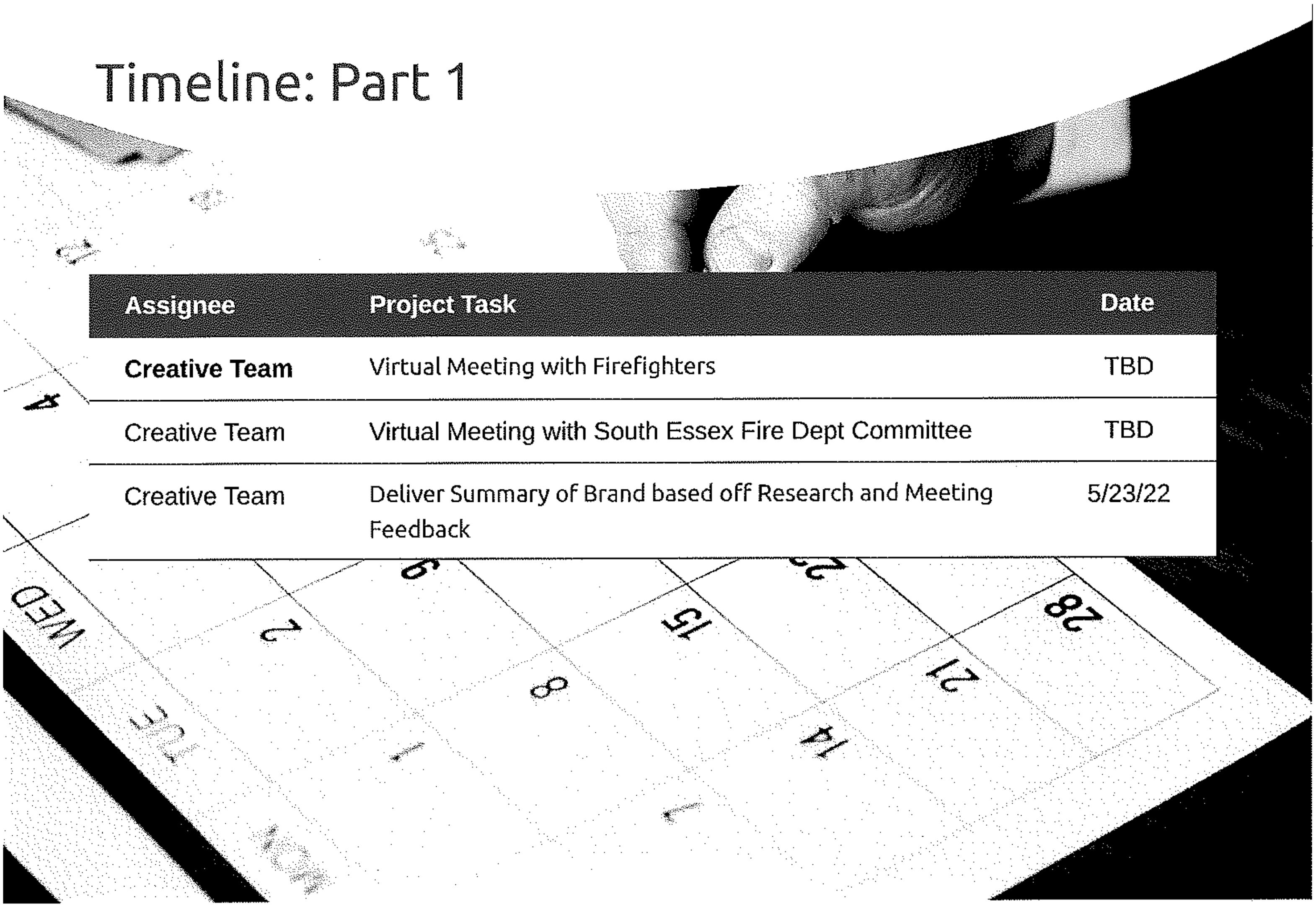
360 Orange Street,
New Haven, CT 06511
e: kdwalton@elmcitycommunities.org
w: https://elmcitycommunities.org
m: (203) 498-8800

Elm City Communities Annual Report

Scope: Annual Report Layout

We were selected in in 2018 and 2020 to produce Annual Reports for the New Haven Housing Authority / Elm City Communities. Working closely with the leadership team at Elm City, the team at Peralta Design led by Amanda Barnes developed cover concepts and interior styled pages to create a printed journal as well as a digital flip book version to be hosted online. Printing was handled locally by our strategic partner, Minuteman Press of Shelton.

Timeline: Part 1



Assignee	Project Task	Date
Creative Team	Virtual Meeting with Firefighters	TBD
Creative Team	Virtual Meeting with South Essex Fire Dept Committee	TBD
Creative Team	Deliver Summary of Brand based off Research and Meeting Feedback	5/23/22

Accountabilities

Peralta Design provides a team of expert consultants that matches South Essex Fire Department's priorities for growth and innovation, and carries out the activities described above within the agreed-upon time frame.

SOUTH ESSEX FIRE DEPARTMENT

- Assigns a leader within the organization to work with Peralta Design
- Provides access to senior management as needed
- Provides access to documents, statements, and computer systems as needed
- Works collaboratively in a series of weekly meetings to move the project forward

Timeline: Part 2

Assignee	Project Task	Date
Creative Team	First Round of B&W Logo Concept with Matching Patch	5/27/22
Client	Clients 1st Round of Feedback	5/30/22
Creative Team	Revised Logo and Patch in Color Delivered to Client	6/3/22
Client	Client's 2nd Round of Feedback	6/6/22
Creative Team	Finalized Logo and Patch Sent	6/7/22
Creative Team	Stationary Sent to Client (business card, envelope, letterhead)	6/10/22
Client	Client's 3rd Round of Feedback	6/13/22
Creative	Finalized Stationary Sent	6/15/22

Accountabilities

Peralta Design provides a team of expert consultants that matches South Essex Fire Department's priorities for growth and innovation, and carries out the activities described above within the agreed-upon time frame.

SOUTH ESSEX FIRE DEPARTMENT

- Assigns a leader within the organization to work with Peralta Design
- Provides access to senior management as needed
- Provides access to documents, statements, and computer systems as needed
- Works collaboratively in a series of weekly meetings to move the project forward

Signature

FEE SCHEDULE: Please select from the following service offerings:

Description	Hourly Rate	Hours	Subtotal
Branding Phases 1 & 2	$165	80	$13,200
Total			**$13,200**

TERMS & CONDITIONS :

Full Amount of Total Services due at Contract Signing to Begin Project. Terms: 30 Day Net for each monthly bill. Unless otherwise specified, invoices are payable upon receipt. A fee of 1.5% per month will be assessed on all invoices after 45 days of non-payment. Any significant changes to the project requirements prior to delivery may be considered above and beyond the scope of this proposal, and you may be charged additional fees accordingly. Change orders and/or additional hours beyond required for creative consulting, web development or web maintenance to be billed at a reduced blended rate of $165/hr. Photography, content creation, social media maintenance or video services are additional. 2022 Standard rate is $225/hr. Reduced blended rate of $165/hr in effect for duration of project. Hourly rate subject to increase in 2023. Change orders need to be approved by client. Electronic payment convenience fee of 3% will be reflected on electronic invoice. Time tracking reports can be provided upon request at any stage in the project.

PROJECT APPROVAL

Thank you for giving us the opportunity to offer our proposal for your consideration. Should this proposal meet your approval, please sign, date and email a scan of the signed contract to Ramon Peralta at ramon@peraltadesign.com or fax to (203) 712-7646

SIGNATURE
Adam Loehner

Ramon Peralta
Peralta Design

Adam Loehner
South Essex Fire Department

Contract

This Consulting Agreement, dated effective May 12, 2022 (this "Agreement"), is made and entered into by and among South Essex Fire Department (the "Company") and Peralta Design (the "Consultant").

ARTICLE 1 | SCOPE OF WORK

1.1 SERVICES.

The Company has engaged Consultant to provide services in connection with the Company's RFP for a Marketing Campaign to Increase Brand Awareness. Consultant will provide the services outlined in this proposal, and such other services as described in Exhibit A (collectively, the "consulting services").

1.2 TIME AND AVAILABILITY.

Consultant will devote the hours per month in performing the services for the Company as stated herein. Consultant shall have discretion in selecting the dates and times it performs such consulting services throughout the month giving due regard to the needs of the Company's business. If the Company deems it necessary for the Consultant to provide more than 130 hours in any month, Consultant is not obligated to undertake such work until the Consultant and Company have agreed on a rate of compensation.

1.3 CONFIDENTIALITY.

In order for Consultant to perform the consulting services, it may be necessary for the Company to provide Consultant with Confidential Information (as defined below) regarding the Company's business and products. The Company will rely heavily upon Consultant's integrity and prudent judgment to use this information only in the best interests of the Company.

1.4 STANDARD OF CONDUCT.

In rendering consulting services under this Agreement, Consultant shall conform to high professional standards of work and business ethics. Consultant shall not use time, materials, or equipment of the Company without the prior written consent of the Company. In no event shall Consultant take any action or accept any assistance or engage in any activity that would result in any university, governmental body, research institute or other person, entity, or organization acquiring any rights of any nature in the results of work performed by or for the Company.

1.5 OUTSIDE SERVICES.

Consultant shall not use the service of any other person, entity, or organization in the performance of Consultant's duties without the prior written consent of an officer of the Company. Should the Company consent to the use by Consultant of the services of any other person, entity, or organization, no information regarding the services to be performed under this Agreement shall be disclosed to that person, entity, or organization until such person, entity, or organization has executed an agreement to protect the confidentiality of the Company's Confidential Information (as defined in Article 5) and the Company's absolute and complete ownership of all right, title, and interest in the work performed under this Agreement.

1.6 REPORTS.

Consultant shall periodically provide the Company with written reports of his or her observations and conclusions regarding the consulting services. Upon the termination of this Agreement, Consultant shall, upon the request of Company, prepare a final report of Consultant's activities.

ARTICLE 2 | INDEPENDENT CONTRACTOR

2.1 INDEPENDENT CONTRACTOR.

Consultant is an independent contractor and is not an employee, partner, or co-venturer of, or in any other service relationship with, the Company. The manner in which Consultant's services are rendered shall be within Consultant's sole control and discretion. Consultant is not authorized to speak for, represent, or obligate the Company in any manner without the prior express written authorization from an officer of the Company.

2.2 TAXES.

Consultant shall be responsible for all taxes arising from compensation and other amounts paid under this Agreement, and shall be responsible for all payroll taxes and fringe benefits of Consultant's employees. Neither federal, nor state, nor local income tax, nor payroll tax of any kind, shall be withheld or paid by the Company on behalf of Consultant or his/her employees. Consultant understands that he/she is responsible to pay, according to law, Consultant's taxes and Consultant shall, when requested by the Company, properly document to the Company that any and all federal and state taxes have been paid.

2.3 BENEFITS.

Consultant and Consultant's employees will not be eligible for, and shall not participate in, any employee pension, health, welfare, or other fringe benefit plan of the Company. No workers' compensation insurance shall be obtained by Company covering Consultant or Consultant's employees.

ARTICLE 3 | COMPENSATION FOR CONSULTING SERVICES

3.1 COMPENSATION.

The Company shall pay to Consultant $165.00 USD per hour for services rendered to the Company under this Agreement. The monthly compensation shall be paid on the first of the month following the month the services were provided. The monthly compensation shall be paid regardless of the number of consulting hours provided by Consultant in a particular month. Payment in full required at time of contract signing.

3.2 REIMBURSEMENT.

The Company agrees to reimburse Consultant for all actual reasonable and necessary expenditures, which are directly related to the consulting services. These expenditures include, but are not limited to, expenses related to travel (i.e., airfare, hotel, temporary housing, meals, parking, taxis, mileage, etc.), telephone calls, and postal expenditures. Expenses incurred by Consultant will be reimbursed by the Company within 15 days of Consultant's proper written request for reimbursement.

ARTICLE 4 | TERM AND TERMINATION

4.1 TERM.

This Agreement shall be effective as of May 12, 2022 and shall continue in full force and effect for # consecutive months. The Company and Consultant may negotiate to extend the term of this Agreement and the terms and conditions under which the relationship shall continue.

4.2 TERMINATION.

The Company may terminate this Agreement for "Cause," after giving Consultant written notice of the reason. Cause means: (1) Consultant has breached the provisions of Article 5 or 7 of this Agreement in any respect, or materially breached any other provision of this Agreement and the breach continues for 30 days following receipt of a notice from the Company; (2) Consultant has committed fraud, misappropriation, or embezzlement in connection with the Company' s business; (3) Consultant has been convicted of a felony; or (4) Consultant's use of narcotics, liquor, or illicit drugs has a detrimental effect on the performance of his or her employment responsibilities, as determined by the Company.

4.3 RESPONSIBILITY UPON TERMINATION.

Any equipment provided by the Company to the Consultant in connection with or furtherance of Consultant's services under this Agreement, including, but not limited to, computers, laptops, and personal management tools, shall, immediately upon the termination of this Agreement, be returned to the Company.

4.4 SURVIVAL.

4.4 SURVIVAL.
The provisions of Articles 5, 6, 7, and 8 of this Agreement shall survive the termination of this Agreement and remain in full force and effect thereafter.

ARTICLE 5 | CONFIDENTIAL INFORMATION

5.1 OBLIGATION OF CONFIDENTIALITY.
In performing consulting services under this Agreement, Consultant may be exposed to and will be required to use certain "Confidential Information" (as hereinafter defined) of the Company. Consultant agrees that Consultant will not and Consultant's employees, agents, or representatives will not use, directly or indirectly, such Confidential Information for the benefit of any person, entity, or organization other than the Company, or disclose such Confidential Information without the written authorization of the President of the Company, either during or after the term of this Agreement, for as long as such information retains the characteristics of Confidential Information.

5.2 DEFINITION
"Confidential Information" means information not generally known and proprietary to the Company or to a third party for whom the Company is performing work, including, without limitation, information concerning any patents or trade secrets, confidential or secret designs, processes, formulae, source codes, plans, devices or material, research and development, proprietary software, analysis, techniques, materials, or designs (whether or not patented or patentable), directly or indirectly useful in any aspect of the business of the Company, any vendor names, customer and supplier lists, databases, management systems and sales and marketing plans of the Company, any confidential secret development or research work of the Company, or any other confidential information or proprietary aspects of the business of the Company. All information which Consultant acquires or becomes acquainted with during the period of this Agreement, whether developed by Consultant or by others, which Consultant has a reasonable basis to believe to be Confidential Information, or which is treated by the Company as being Confidential Information, shall be presumed to be Confidential Information.

5.3 PROPERTY OF THE COMPANY.

"Confidential Information" means information not generally known and proprietary to the Company or to a third party for whom the Company is performing work, including, without limitation, information concerning any patents or trade secrets, confidential or secret designs, processes, formulae, source codes, plans, devices or material, research and development, proprietary software, analysis, techniques, materials, or designs (whether or not patented or patentable), directly or indirectly useful in any aspect of the business of the Company, any vendor names, customer and supplier lists, databases, management systems and sales and marketing plans of the Company, any confidential secret development or research work of the Company, or any other confidential information or proprietary aspects of the business of the Company. All information which Consultant acquires or becomes acquainted with during the period of this Agreement, whether developed by Consultant or by others, which Consultant has a reasonable basis to believe to be Confidential Information, or which is treated by the Company as being Confidential Information, shall be presumed to be Confidential Information.

5.3 PROPERTY OF THE COMPANY.

Consultant agrees that all plans, manuals, and specific materials developed by the Consultant on behalf of the Company in connection with services rendered under this Agreement, are and shall remain the exclusive property of the Company. Promptly upon the expiration or termination of this Agreement, or upon the request of the Company, Consultant shall return to the Company all documents and tangible items, including samples, provided to Consultant or created by Consultant for use in connection with services to be rendered hereunder, including, without limitation, all Confidential Information, together with all copies and abstracts thereof.

ARTICLE 6 | RIGHTS AND DATA

All drawings, models, designs, formulas, methods, documents, and tangible items prepared for and submitted to the Company by Consultant in connection with the services rendered under this Agreement shall belong exclusively to the Company and shall be deemed to be works made for hire (the "Deliverable Items"). To the extent that any of the Deliverable Items may not, by operation of law, be works made for hire, Consultant hereby assigns to the Company the ownership of copyright or mask work in the Deliverable Items, and the Company shall have the right to obtain and hold in its own name any trademark, copyright, or mask work registration, and any other registrations and similar protection which may be available in the Deliverable Items. Consultant agrees to give the Company or its designees all assistance reasonably required to perfect such rights.

ARTICLE 7 | NON-SOLICITATION

7.2 NON-SOLICITATION.

ARTICLE 8 | RIGHT TO INJUNCTIVE RELIEF

Consultant acknowledges that the terms of Articles 5, 6, and 7 of this Agreement are reasonably necessary to protect the legitimate interests of the Company, are reasonable in scope and duration, and are not unduly restrictive. Consultant further acknowledges that a breach of any of the terms of Articles 5, 6, or 7 of this Agreement will render irreparable harm to the Company, and that a remedy at law for breach of the Agreement is inadequate, and that the Company shall therefore be entitled to seek any and all equitable relief, including, but not limited to, injunctive relief, and to any other remedy that may be available under any applicable law or agreement between the parties. Consultant acknowledges that an award of damages to the Company does not preclude a court from ordering injunctive relief. Both damages and injunctive relief shall be proper modes of relief and are not to be considered as alternative remedies.

ARTICLE 9 | GENERAL PROVISIONS

9.1 CONSTRUCTION OF TERMS.

If any provision of this Agreement is held unenforceable by a court of competent jurisdiction, that provision shall be severed and shall not affect the validity or enforceability of the remaining provisions.

9.2 GOVERNING LAW.

This Agreement shall be governed by and construed in accordance with the internal laws (and not the laws of conflicts) of the State of [governing law].

This Agreement constitutes the complete agreement and sets forth the entire understanding and agreement of the parties as to the subject matter of this Agreement and supersedes all prior discussions and understandings in respect to the subject of this Agreement, whether written or oral.

9.4 DISPUTE RESOLUTION.

If there is any dispute or controversy between the parties arising out of or relating to this Agreement, the parties agree that such dispute or controversy will be arbitrated in accordance with proceedings under American Arbitration Association rules, and such arbitration will be the exclusive dispute resolution method under this Agreement. The decision and award determined by such arbitration will be final and binding upon both parties. All costs and expenses, including reasonable attorney's fees and expert's fees, of all parties incurred in any dispute that is determined and/or settled by arbitration pursuant to this Agreement will be borne by the party determined to be liable in respect of such dispute; provided, however, that if complete liability is not assessed against only one party, the parties will share the total costs in proportion to their respective amounts of liability so determined. Except where clearly prevented by the area in dispute, both parties agree to continue performing their respective obligations under this Agreement until the dispute is resolved.

9.5 MODIFICATION.

No modification, termination, or attempted waiver of this Agreement, or any provision thereof, shall be valid unless in writing signed by the party against whom the same is sought to be enforced.

9.6 WAIVER OF BREACH.

The waiver by a party of a breach of any provision of this Agreement by the other party shall not operate or be construed as a waiver of any other or subsequent breach by the party in breach.

9.7 SUCCESSORS AND ASSIGNS.

This Agreement may not be assigned by either party without the prior written consent of the other party; provided, however, that the Agreement shall be assignable by the Company without Consultant's consent in the event the Company is acquired by or merged into another corporation or business entity. The benefits and obligations of this Agreement shall be binding upon and inure to the parties hereto, their successors and assigns.

9.8 NO CONFLICT.

Consultant warrants that Consultant has not previously assumed any obligations inconsistent with those undertaken by Consultant under this Agreement.

9.8 NO CONFLICT.

Consultant warrants that Consultant has not previously assumed any obligations inconsistent with those undertaken by Consultant under this Agreement.

Resolution #2022-14
May 24, 2022

SOUTH ESSEX FIRE DEPARTMENT

RESOLUTION AUTHORIZING A THE PURCHASE WITH STATE LINE FIRE AND SAFETY, INC., FOR THE PURCHASE OF HELMET FRAME AND INSERT IN AMOUNT NOT TO EXCEED $9,000

WHEREAS, the South Essex Fire Department (the "SEFD") is in need of a vendor to provide front frames and insert for their fire helmets; and

WHEREAS, State Line Fire and Safety, Inc., was found to be acceptable as the vendor best capable of providing this product to the SEFD; and

WHEREAS, the Chief Executive Officer of the SEFD and both Chiefs from the South Orange and Maplewood Fire Departments has recommended that it would be in the best interest of the SEFD to award the Contract to State Line Fire and Safety for this product; and

NOW THEREFORE, BE IT RESOLVED by the SEFD Management Committee that the Chief Executive Officer is hereby authorized to purchase said front frames and inserts, in an amount not to exceed $9,000.

Committee Members	Motion	Second	Ayes	Nays	Abstain	Absent
Collum						
McGehee						
Lembrich						
Alternate Members						
Brown						
De Luca						

\# # #

CERTIFICATION

I, Adam D. Loehner, Chief Executive Officer of the South Essex Fire Department, County of Essex, State of New Jersey, do hereby certify that this is a true and correct copy of the Resolution adopted by the South Essex Fire Department at their regular meeting held on Tuesday, May 24, 2022.

Adam D. Loehner, Chief Executive Officer

CERTIFICATION OF AVAILABLE FUNDS

As required by N.J.S.A. 40A:4-57, N.J.A.C. 5:34-5.1 et seq. and any other applicable requirement, I, Adam Loehner, Chief Executive Officer of the South Essex Fired Department, have ascertained that there are available sufficient uncommitted funds to award the contract specified in the above resolution, in the amount specified below. I further certify that I will encumber these finds upon the passage of this resolution.

Line Item	Description	Amount

Adam Loehner, Chief Executive Officer of SEFD   Date

STATE LINE FIRE & SAFETY, Inc.

50 Park Avenue
Park Ridge, NJ 07656
ph 201-391-3290
fx 201-391-6487
statelinefire@optonline.net
www.statelinefireandsafety.com

Quote For: Maplewood Fire Dept

Attn / ph: Joey Alvarez
fax/email:

Date: 5/2/22

Quantity	Part Number	Description	Price @	Total Price
80	F44	Cairns FDNY Front Frame & Insert	$73.85	$5,908.00
		Black as per customers specs		
20	F6	Cairns 6" Helmet Front	$50.85	$1,017.00
		Officer's White as per customers specs		
10	GOLDFRONT	Hand Painted Gold Leaf Helmet Front	$170.00	$1,700.00
		(2) Chief (8) Deputy		

By: Jeanette N. Ribeiro
info@statelinefireandsafety.com
Quote valid for 30 days

GRAND TOTAL **$8,625.00**