



BOROUGH OF OCEANPORT MAYOR & COUNCIL

REGULAR MEETING • AGENDA

Clement V. Sommers Municipal Building
910 Oceanport Way, Oceanport, NJ 07757

AUGUST 13, 2026 at 6:00 PM

1. **Call to Order**
2. **Statement of Compliance with Open Public Meetings Act** :This meeting complies with the Open Public Meetings Act by adequate and electronic notification on January 15, 2026 of this meeting and its location, date and time to the Asbury Park Press and Two River Times and by the posting of same on the municipal bulletin board and Borough's Web Site
3. **Flag Salute, Statement to the Public**: Often times it may appear that the Mayor & Council take action with very little comment and in many cases by unanimous vote. Many items are of routine business that are placed on a Consent Agenda as they do not require additional discussion. Items not of a routine nature are first listed for discussion at a Workshop meeting prior to being listed for action at a Regular Meeting. Where appropriate, items are referred to a Council Committee for further study and investigation before being returned with a recommendation for the full Council to consider. The members of the Borough Council work via committees along with the Mayor, Borough Clerk and Administration to assure that the members fully understand the matter. There are occasions where matters are presented to the Mayor & Council for discussion and action at the same meeting when of a timely nature.
4. **Roll Call**
5. **PUBLIC COMMENT - Action Items Only**: At this time, comments are invited on action items only. Upon being recognized by the Mayor, anyone wishing to address the Governing Body, please state your name and address. No member of the public may address or question individual Governing Body members or administration. Although public participation is welcomed and encouraged, the governing body may, through the Mayor or presiding officer, terminate remarks to and/or by any individual not keeping with the conduct of a proper and efficient meeting. The Borough bears no responsibility for comments made by members of the public. In order to permit the fair and orderly expression of public comment, questions from the public will be responded to, if feasible, after the public comment portion of the meeting is closed.
6. **Administrator's Report**
7. **First Reading Ordinance**
Ordinance #1132 - Open Space Purchase - Elkwood Avenue
8. **Second Reading & Public Hearing Ordinances**
Ordinance # 1131 - An Ordinance Amending the Salary Ranges of Certain Borough Officers and Borough Employees
9. **Consent Agenda**: All items listed under Consent Agenda, are considered routine by the Borough Council and will be enacted by one motion in the form listed below. There will not be separate discussion of these items.. If discussion is desired, that item will be removed from the Consent Agenda by request of the Council member and considered separately. There will be one motion for all items listed.

Resolution #2026-222 - Payment of Bills

Resolution #2026-223 - Approving Revised Police Department Rules & Regulations, August

13, 2026

Resolution #2026-224 - Authorizing the Purchase of Tasers from Axon for OPD

Resolution #2026-225 - Authorizing the Purchase of Hitachi Wheel Loader for DPW

Resolution #2026-226 - Authorizing Payment to Lexington Insurance Company for Professional Services

Resolution #2026-227 - Authorizing Acceptance of a Grant from JIF for Base Accreditation and Execution of Grant Agreement

Resolution #2026-228 - Approving Mariene Cisneros for Oceanport First Aid Membership

Resolution #2026-229 - Approving Laryn Cullen for Oceanport First Aid Membership

Resolution #2026-230 - Approving Kevin Kawas for Oceanport First Aid Membership

Resolution #2026-231 - Approving Julia Clark for Oceanport First Aid Membership

Resolution #2026-232 - Appointments to Boards and Committees, Water Watch

Resolution #2026-233 - Approving Ninette Chemtob for Oceanport First Aid Membership

Resolution #2026-234 - Authorizing Shared Service Agreement to Provide ITAXMAP-Collaboration Center System

Resolution #2026-235 - Awarding Contract to Colliers for Drainage Improvements

Resolution #2026-236 - Amending Compensation of Certain Officials and Employees of Oceanport for 2026

Resolution #2026-237 - Resolution Authorizing Purchase of a Stretcher for First Aid Squad

Resolution #2026-238 - Resolution Authorizing Purchase of Radios for First Aid Squad

Resolution #2026-239 - Awarding a Contract to DCH Ford of Eatontown for Building-Grounds Equipment Services

Resolution #2026-240 - Approving Renewal of Membership in the Monmouth Municipal JIF

Resolution #2026-241 - Rejecting All Bids for the Toilet Building at Blackberry Bay Park

Resolution #2026-242 - Appointing Crossing Guard Frank Como - Full Time

Resolution #2026-243 - Authorizing Refund to FMERA for Balance in Contract for Nicodemus Avenue Project

Resolution #2026-244 - Amending Resolution 2025-128 lamello Contract for Toilet Room at BBP

Resolution #2026-245 - Authorizing the Award of a Professional Services Contract to lamello Architectural Studios

Resolution #2026-246 - Amending Resolution #2026-209 Vehicle Purchase

Resolution #2026-247 - Appointing Michael Rode as Laborer II in the Public Works Department

10. Council Standing Committee Reports

Councilman Deerin - Parks and Recreation

Councilman Gallo - Public Works and Engineering

Councilman Keeshen - Public Safety

Councilman O'Brien - Finance and Administration

Councilwoman Manna - Health and Human Resources

Councilwoman Cooper - Planning and Development

11. Mayor Tvrdik's Report

12. Public Comments

13. Adjournment

**BOROUGH OF OCEANPORT
ORDINANCE # 1132**

**ORDINANCE AUTHORIZING THE BOROUGH TO PURCHASE BLOCK 99, LOT 1
FOR OPEN SPACE PRESERVATION PURPOSES**

WHEREAS, the Borough of Oceanport (the "Borough") established an Open Space Dedicated Trust Fund (the "Trust Fund") through the adoption of Ordinance 740-2001 which authorizes the Borough to utilize the Trust Fund for the costs incurred in connection with the acquisition of land for open space purposes and for the acquisition of land for passive or active recreational purposes; and

WHEREAS, the Borough Planning Board adopted an Open Space and Recreation Plan (the "Open Space Plan") in September 2012 which established its Plan Goals and Objectives, in part, as long-term open space preservation and the acquisition of a projected natural area preserve of wetlands and woodlands; and

WHEREAS, pursuant to numerous statutory schemes, including but not limited to N.J.S.A. 40:61-1 and N.J.S.A. 40A:12-3 et seq., the Borough is authorized to acquire real property for open space purposes; and

WHEREAS, the Borough believes it is in the best interest of the Borough to acquire a vacant land parcel for open space purposes on property designated as Block 99, Lot 1 located on Elkwood Avenue for \$600,000 owned by Val Floors, Inc., 101 Plaza Center, #178, Secaucus, New Jersey 07094 for its market value of \$600,000 (the "Open Space Property"); and

WHEREAS, the Borough adopted Resolution #2026-125 authorizing the Borough to enter into a contract to purchase the Open Space Property from the respective property owners upon satisfaction of the conditions within these contracts including a contribution from Monmouth County in the amount of 75% of the purchase price, and the subsequent adoption of an ordinance as required by the Local Land and Buildings Law, N.J.S.A. 40A:12-1 et. seq.; and

WHEREAS, the Borough Council believes it is in the best interest of the Borough to acquire the Open Space Property to further the goal of the Open Space Plan to create a natural area for active recreational purposes for the benefit of its residents.

NOW, THEREFORE, BE IT ORDAINED by the Borough Council of the Borough of Oceanport, County of Monmouth State of New Jersey that it hereby authorizes the purchase of Block 99, Lot 1 for \$600,000; and

BE IT FURTHER ORDAINED as follows:

1. The findings set forth in the foregoing preamble are hereby incorporated as if fully restated.
2. The Mayor is hereby authorized to execute all transactional documents necessary to acquire the Open Space Property consistent with the foregoing, the form and substance of which shall be subject to the review and approval of Borough Attorney.
3. The Mayor is hereby authorized to execute all documents required by the Monmouth County Municipal Land Preservation Incentive Program to obtain Monmouth County's share of the purchase prices for the Open Space Property.
4. The Mayor, Borough Clerk, Borough Attorney, Borough Administrator, and Chief Financial Officer are hereby authorized and directed to execute, file, and accept any and all such documents and undertake any and all such actions as may be reasonably necessary to effectuate the terms hereof, including the completion of closing and accepting title to the same.
5. The Chief Financial Officer is hereby authorized to complete a bill payment for the purchase of the Open Space Properties upon her ability to certify as to the sufficiency of funds.
6. All ordinances and resolutions, and parts of ordinances and resolutions which are inconsistent with provisions of this ordinance shall be, and are hereby, repealed to the extent of any such inconsistency.
7. This Ordinance shall take effect upon passage and publication in accordance with law.

APPROVED ON FIRST READING
DATED: August 13, 2026

STEPHANIE KRAMER
Acting Clerk of the Borough of Oceanport

APPROVED SECOND READING
DATED:

STEPHANIE KRAMER
Acting Clerk of the Borough of Oceanport

APPROVED BY THE MAYOR ON
THIS DAY OF ____ 2026

THOMAS J. TVRDIK, Mayor

BOROUGH OF OCEANPORT

ORDINANCE # 1131

AN ORDINANCE OF THE BOROUGH OF OCEANPORT, COUNTY OF MONMOUTH, STATE OF NEW JERSEY SETTING FORTH AND AMENDING THE SALARY RANGES OF CERTAIN BOROUGH OFFICERS AND BOROUGH EMPLOYEES PASSED AND APPROVED MARCH 16, 1939 AND LAST REVISED AND APPROVED ON MARCH 6, 2025.

WHEREAS, pursuant to N.J.S.A.40A:9-165, the Borough Council shall set forth the salaries, wages or compensation of the officers and employees of the Borough of Oceanport, who, by law, are entitled to salaries, wages or compensation, subject to any respective collective bargaining agreement applicable to such positions;

WHEREAS, the Mayor and Borough Administrator have recommended amendments to the salary ranges for certain positions having new contracts and particularly those engaged in new shared services with other municipalities,

NOW THEREFORE, BE IT ORDAINED by the Mayor and Council of the Borough of Oceanport, in the County of Monmouth, State of New Jersey that the ordinance entitled "An Ordinance to Fix and Determine the Salaries of Certain Borough Officials" passed and approved on March 16, 1939, as last revised and passed on March 6, 2025 is hereby amended to provide and confirm the following official employment designations and the range of compensation of each as follows:

NOTE: All additions are shown in **bold underline**. All deletions are shown in **bold strikeout**. All other sections remain unchanged.

SECTION 1. Administration and Finance

Borough Administrator	\$	70,000	150,000 <u>\$160,000</u>
Deputy Borough Administrator	\$	30,000	50,000
Deputy Borough Clerk	\$	36,000	70,000
Part Time Deputy Broough Administrator	\$	20/hr.	60/hr.

SECTION 2. Statutory Employees (N.J.S.A. 40A:9-166)

Chief financial Officer/QPA	\$	50,000	140,000 <u>150,000</u>
Tax Assessor	\$	5,000 <u>20,000</u>	70,000 <u>90,000</u>
Tax Collector	\$	10,000	80,000 <u>90,000</u>
Borough Clerk	\$	50,000	110,000
Part Time Borough Clerk	\$	20/hr.	60/hr.

SECTION 3. Department of Public Works

Superintendent	\$	40,000 <u>50,000</u>	140,000 <u>150,000</u>
Public Works Manager	\$	25,000 <u>50,000</u>	80,000 <u>90,000</u>
Foreman	\$	50,000	80,000
Assistant Foreman	\$	40,000	70,000 <u>75,000</u>
Senior Laborer	\$	40,000	70,000
Repair Mechanic	\$	35,000	70,000
Labor1 <u>Laborer 1 (No CDL)</u>	\$	30,000	50,000
Labor2 <u>Laborer 2 (CDL)</u>	\$	35,000	55,000 <u>70,000</u>
Street Sweeper/Jet Operator	\$	<u>15/hr.</u> <u>20/hr.</u>	35/hr. <u>50/hr.</u>
Labor <u>Laborer</u>	\$	<u>15/hr.</u> <u>20/hr.</u>	35/hr. <u>50/hr.</u>
<u>Seasonal Laborer</u>	\$	<u>20/hr.</u>	<u>35/hr.</u>

SECTION 4. Municipal Court

Municipal Court Judge	\$	15,000	25,000
Court Administrator	\$	30,000	125,000
Deputy Court Administrator	\$	30,000	80,000

<u>Deputy Court Administrator (per call-out)</u>	<u>\$</u>	<u>50</u>	<u>125</u>	<u>per call</u>
Municipal Prosecutor	\$	10,000	20,000	
Public Defender (<u>per defendant</u>)	\$	100	200	<u>300</u> <u>per defendant</u>
Court Violations Clerk	\$	18/hr.	35/hr.	
Court Violations Clerk	\$	45,000	65,000	
SECTION 5. Recreation & Education				
Recreation Coordinator	\$	15,000	75,000	
Field Use Coordinator	\$	2,500	7,500	
Action Camp Director	\$	2,000	5,000	
Recreation Aides & Assistant	\$	14/hr.	20/hr.	
Library Aide	\$	14/hr.	20/hr.	
SECTION 6. Planning & Development				
Planning Board Secretary	\$	10,000	30,000	
Planning Board Secretary – Hourly	\$	15/hr.	30/hr.	
Construction Official	\$	15,000	150,000	<u>165,000</u>
Assistant Construction Official	\$	10,000	35,000	
Building Sub Code Official	\$	10,000	75,000	<u>110,000</u>
Plumbing Sub Code Official	\$	10,000	75,000	<u>110,000</u>
Electrical Sub Code Official	\$	10,000	75,000	<u>110,000</u>
Fire Sub Code Official	\$	10,000	75,000	<u>110,000</u>
UCC Inspectors (Building, Fire, Electrical, Plumbing)	\$	30/hr.	60/hr.	<u>75/hr.</u>
Housing Inspector	\$	4,000	15,000	
Code Enforcement Officer	\$	2,000	25,000	
Control Person/TACO	\$	8,000	<u>30,000</u>	<u>95,000</u> <u>110,000</u>
Engineer	\$	65,000	125,000	
Zoning Officer	\$	5,000	25,000	
Assistant Zoning Officer	\$	5,000	15,000	
SECTION 7. Board of Health				
Registrar	\$	1,000	5,000	
Deputy Registrar	\$	0	<u>500.00</u>	<u>1,000</u> <u>1,500</u>
Secretary	\$	400	1,000	
SECTION 8. Emergency Management				
Emergency Management Coordinator	\$	3,000	10,000	
SECTION 9. Clerical				
Administrative Assistant/ Clerk	\$	10,000	65,000	
Part Time/Administrative Assistant	\$	15/hr.	30/hr.	<u>40/hr.</u>
SECTION 10. Police Department				
Chief	\$	110,000	190,000	
Captain	\$	120,000	160,000	<u>\$175,000</u>
Lieutenant	\$	117,000	146,000	<u>\$170,000</u>
Sergeant	\$	114,000	140,000	<u>\$165,000</u>
Detective	\$	Stipend	250.mo	
Patrol XII <u>12</u>	\$	107,000	130,000	<u>\$155,000</u>
Patrol XI <u>11</u>	\$	98,000	115,000	<u>\$135,000</u>
Patrol X <u>10</u>	\$	94,000	110,000	<u>126,000</u>
Patrol IX <u>9</u>	\$	88,000	130,000	<u>120,000</u>
Patrol VIII A	\$	97,000	115,000	
Patrol VIII <u>8</u>	\$	82,000	105,000	<u>111,000</u>

Patrol VII 7 <u>7</u>	\$	76,000	95,000 <u>105,000</u>
SECTION 10. Police Department (continued)			
Patrol VI 6 <u>6</u>	\$	70,000	85,000 <u>96,000</u>
Patrol V 5 <u>5</u>	\$	64,000	78,000 <u>90,000</u>
Patrol IV 4 <u>4</u>	\$	58,000	70,000 <u>90,000</u>
Patrol III 3 <u>3</u>	\$	50,960	60,000 <u>75,000</u>
Patrol II 2 <u>2</u>	\$	46,000	54,000 <u>66,000</u>
Patrol I 1 <u>1</u>	\$	40,000	50,000 <u>60,000</u>

SECTION 11. Casual Labor

Casual Labor	\$	15/hr.	30/hr.
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SECTION 12. Fire Prevention Bureau

Fire Official	\$	20,000	35,000
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SECTION 13. Mayor

Mayor	\$	1,500
Councilperson	\$	1,500

SECTION 14. Additional compensation by way of overtime, sick days, personal days, insurance benefits for full-time employees not covered in collective bargaining agreements are fully set forth in the Personnel Handbook and amendments thereto previously adopted by the Borough Council are hereby incorporated in this Ordinance.

SECTION 15. This Ordinance shall supersede and replace all prior Salary Ordinances and Amendments thereto. Upon the effective date of this Ordinance, any and all prior Salary Ordinances and Amendments thereto and all salaries and compensation authorized therein shall have no further effect. The within Ordinance represents the salaries and compensation to be received by all current, existing employees and offices or those anticipated to be filled in the near future. In the event that an existing office or position is currently vacant, and a salary or compensation is not set forth in this Ordinance, this Salary Ordinance shall be amended to create a salary and/or salary range for such position or office prior to said position or office being filled.

SECTION 16. If any portion of this ordinance is in conflict with any portion of a collective bargaining agreement, then the collective bargaining agreement shall take precedence.

SECTION 17. This amending ordinance shall become effective upon due passage and publication according to law.

APPROVED ON FIRST READING

DATED: 7-23-26

STEPHANIE KRAMER
Acting Clerk of the Borough of Oceanport

ADOPTED ON SECOND READING

DATED:

STEPHANIE KRAMER
Acting Clerk of the Borough of Oceanport

APPROVED ON THIS ____ DAY OF _____, 2026

THOMAS J. TVRDIK, MAYOR

**RESOLUTION OF THE BOROUGH OF OCEANPORT AUTHORIZING PAYMENT OF
BILL LIST FOR August 13, 2026**

**Resolution #2026-222
8/13/2026**

WHEREAS, the Governing Body has considered the payment of said bills as set forth at its public meeting of August 13, 2026.

BE IT RESOLVED, by the Mayor and Council that the bills be paid as on the attached bill list for **\$ 5,121,388.88**

CERTIFICATION OF FUNDS

I, Catherine D. LaPorta, Chief Financial Officer, of the Borough of Oceanport do hereby certify that funds are available for the purpose stated herein.

CATHERINE D. LaPORTA, CFO

Motion:

Second:

ROLL CALL	YES	NO	ABSTAIN	ABSENT
Deerin	()	()	()	()
Gallo	()	()	()	()
Keeshen	()	()	()	()
Manna	()	()	()	()
O'Brien	()	()	()	()
Cooper	()	()	()	()
Tvrdik	()	()	()	()

I certify this to be a true copy of Resolution #2026-222 approved by the Oceanport Borough Council at the Regular Meeting held August 13, 2026

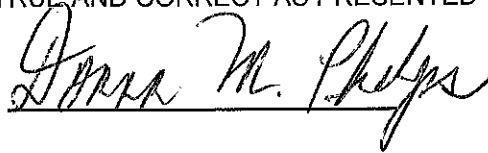
STEPHANIE KRAMER
ACTING BOROUGH CLERK

**BOROUGH OF OCEANPORT
BILL LIST**

13-Aug-26

PAYEE	AMOUNT
PAYROLL ACCOUNT	\$210,355.26 PR #14
dcrp	\$72.68
MANUAL/UTILITY CHECK RUN - Current	\$10,589.74
MANUAL/ UTILITY CHECK RUN - UCC	\$223.01
GRANT FUND	\$269,359.22
DOG REGISTRY TOTAL	\$491.00
OPEN SPACE TRUST TOTAL	\$121,531.34
SUI	\$1,901.43
UCC TRUST	\$261.18
TRUST OTHER TOTAL	\$69,209.17
ESCROW TRUST TOTAL	\$21,555.98
NON BUDGETARY	\$2,867,480.63
2025 VOUCHERS PAID THIS MEETING	\$249,237.16
2026 VOUCHERS PAID THIS MEETING	\$1,299,121.08
TOTAL	\$5,121,388.88

I CERTIFY THAT THE ABOVE ITEMS ARE TRUE AND CORRECT AS PRESENTED



List of Bills - (All Funds)

Vendor	Description	Payment	Check Total
Current Fund			
2422 - AAA FACILITY SOLUTIONS LLC	PO 23839 CLEANING SERVICES - AUGUST	2,962.00	2,962.00
1007 - ACTION UNIFORMS, LLC	PO 21819 Uniform & hat patches	1,000.00	
	PO 22322 Action 2-12 #38	387.00	
	PO 22630 Action Uniform 3-16 Recruits Markos & Te	528.00	
	PO 22752 Action Uniform 3-30	627.00	
	PO 23120 Action Uniform 5/7 #709	258.00	
	PO 23268 Action Uniform 5-29 Patches	250.00	
	PO 23356 Action Uniform 6-4 #51	110.00	3,160.00
1658 - AMAZON CAPITAL SERVICES, INC	PO 23392 Uniform Allowance #40 6-10	732.81	
	PO 23503 Movies in the Park Christmas in July	100.84	
	PO 23506 Amazon Business / Uniforms 6-25	476.08	
	PO 23611 Court Supplies	258.33	1,568.06
1001 - AR COMMUNICATIONS	PO 23710 AR Communications Unit 8 7-2	170.00	170.00
1024 - ATLANTIC TACTICAL	PO 23360 Atlantic Tactical 6-1-26 Holsters	3,397.60	3,397.60
1972 - AUTOMATED BUILDING CONTROLS	PO 23654 PD /OEM FIRE DEPT OFFICE	701.25	
	PO 23750 REPAIRS & SERVICE CALLS	399.23	1,100.48
2334 - BRIAN J. BLAIR	PO 23749 Music in the Park- Soulstirs 8/13	800.00	800.00
1920 - CENTER FOR GOVT SERVICES	PO 22224 CLERK COURSES	653.00	653.00
1987 - CINTAS CORPORATION NO 2	PO 23499 MONTHLY RUG CLEANING POLICE + BOROUGH HA	400.69	
	PO 23755 RUG/MAT CLEANING MAY CHARGES	400.69	801.38
1056 - COAST CITIES EQUIPMENT, INC	PO 23457 REPAIR TRUCK 128- REPLACE AIR TANK	1,063.41	1,063.41
1807 - COLLIER ENGINEERING & DESIGN	PO 23783 GENERAL ENGINEERING JUNE 2026	6,700.00	6,700.00
1065 - COOPER ELECTRIC SUPPLY CO	PO 23744 PREV. MAIN. CONTRACT 11/01/2025-10/31/20	608.11	
	PO 23745 PREV. MAIN. CONTRACT 11/01/2025-10/31/26	540.94	1,149.05
2308 - COUNTY OF MONMOUTH	PO 23836 SHREWSBURY RIVER FLOOD WARNING SYSTEM SH	1,500.00	1,500.00
2448 - COUNTY OF PASSAIC	PO 23682 Training #47 6-25-26	75.00	75.00
2197 - CRESTON HYDRAULICS, INC.	PO 23797 REPAIR CYLINDER PISTONS IN TRUCK 134 "BI	2,114.39	2,114.39
2102 - DCH FORD OF EATONTOWN	PO 22844 Vehicle Maintenance	1,266.22	
	PO 23711 Ford Unit 7 Repairs 7-14	2,821.80	
	PO 23751 Ford 7-20 Unit 10 Battery / Repairs	388.90	
	PO 23861 Ford 7-27 Service	183.20	4,660.12
1827 - ESRI, INC	PO 23229 OEM SOFTWARE RENEWAL	4,012.66	4,012.66
1106 - FIORE PAVING COMPANY, INC	PO 23864 2025 ROAD PROGRAM - PARTIAL PAY NO.2	246,122.83	246,122.83
2190 - FIS ON SITE SERVICE LLC	PO 23510 Repairs to Engine 3875 air brakes	2,695.49	2,695.49
1991 - FRANK SKOVAN JR	PO 23709 Reimbursement #56 Uniform 7-13	44.21	
	PO 23856 Reimbursement #56 7-29	58.45	102.66
1868 - GEESE PATROL	PO 23652 GEESE HAZING + CONTROL SERVICES- JUNE	525.00	525.00
1126 - GLENCO SUPPLY INC	PO 23713 SIGNS, POSTS, HARDWARE	579.00	579.00
1131 - GRAINGER (ACCT #831466131	PO 23516 BATTERY PACK	788.01	
	PO 23788 Engine 3875 Hydrant bag and batteries	851.53	1,639.54
1143 - I.D.M. MEDICAL SUPPLY INC	PO 23642 FAS OXYGEN - JUNE 2026	217.75	217.75
1649 - INTRON TECHNOLOGY, LLC	PO 23779 IT Managed Services - PD	2,729.75	
	PO 23780 IT Managed Services & Softwares	3,723.00	
	PO 23781 PHONE SERVICE- JULY	1,584.80	8,037.55
1891 - JAMM PRINTING	PO 23444 Envelopes for fireworks donation	462.00	462.00
1685 - JANITOR SUPPLY CORP	PO 23650 SUPPLIES	689.07	689.07
2452 - JOHN CARROLL, III	PO 23789 REIMBURSEMENT FOR SUPPLIES	80.67	80.67
1499 - KEVIN E KENNEDY, ESQ	PO 23799 PB - MEETING FILE JANUARY	500.00	
	PO 23800 PB Legal - General Services	705.00	
	PO 23804 PB - LITIGATION	2,206.92	3,411.92
1476 - KING SECURITY	PO 22343 PAP ALARM MONITORING- SERVICE CALL	268.75	
	PO 23614 PAP ALARM MONITORING	384.00	652.75
1182 - LAURA McCRAE	PO 23775 BULLETIN - SUMMER BULLETIN 2026	475.00	475.00
2386 - LEXINGTON INSURANCE COMPANY	PO 23805 CO-INSURANCE AM-0846 (SALNICK)	272.00	
	PO 23806 CO-INSURANCE AM-0846 (SALNICK)	4,591.00	
	PO 23807 CO-INSURANCE AM-0846 (SALNICK)	246.50	5,109.50
1189 - LIFESAVERS, INC	PO 23641 AED Pads and Batteries	573.30	573.30
2011 - MAZZA MULCH, INC	PO 23714 DISPOSAL BRUSH & LEAVES	360.00	360.00
1567 - MAZZA RECYCLING SERVICES, LTD.	PO 23715 CONCRETE DISPOSAL	303.90	
	PO 23774 MAZZA RECYCLING REFUND	135.04	438.94

List of Bills - (All Funds)

Vendor	Description	Payment	Check Total
2215 - MONARCH EXCAVATION, LLC	PO 23832 PORT MONMOUTH DRAINAGE IMPROVEMENTS PHA	269,359.22	269,359.22
1219 - MONMOUTH COUNTY POLICE CHIEFS	PO 23283 Emotional Survival Course	500.00	500.00
1222 - MONMOUTH COUNTY TREASURER	PO 23843 COUNTY OPEN SPACE TAXES - 3RD QRT 2026	272,353.00	
	PO 23844 COUNTY LIBRARY TAXES - 3RD QRT 2026	58,961.03	
	PO 23845 COUNTY HEALTH TAXES -3RD QRT 2026	15,933.48	
	PO 23846 COUNTY TAXES DUE - 3RD QRT 2026	986,389.51	1,333,637.02
1739 - MUNICIPAL EMERGENCY SVCS	PO 23517 3890 Aerial Complete Annual Preventative	660.00	660.00
1239 - MUNICIPAL RECORD SERVICE	PO 23737 COURT SUPPLIES - MONMOUTH BEACH	923.00	923.00
1247 - NJ DIVISION OF ALCOHOLIC	PO 23834 Liquor License Renewals	15.00	15.00
1248 - NJ LEAGUE OF MUNICIPALITIES	PO 23684 EMPLOYMENT AD - DPW LABORER	115.00	
	PO 23826 NJ MUNICIPALITIES DIGITAL SUBSCRIPTIONS	325.00	440.00
1256 - NJIB ATTN: MICHELLE DEYO	PO 23871 NJIB LOAN PAYMENT	1,126,245.69	1,126,245.69
1261 - OCEANPORT BOARD OF EDUCATION	PO 23869 AUGUST 2026 TAX REMITTANCE	1,076,298.92	1,076,298.92
1264 - OCEANPORT SENIORS	PO 23778 REIMBURSE - SUMMER BARBECUE LUNCHEON MEE	726.00	726.00
1543 - OTC BRANDS, INC.	PO 23515 FD Hats for kids at public events	88.40	88.40
1520 - PASHMAN STEIN WALDER HAYDEN, PC	PO 23734 GENERAL LEGAL -JUNE 2026	672.00	
	PO 23735 GOLD STREET TAX FORECLOSURE -JULY 2026	1,071.00	
	PO 23868 GENERAL LEGAL -JULY 2026	7,350.00	9,093.00
1283 - POWER DMS	PO 23278 Power DMS 26-27	5,755.51	5,755.51
1482 - PREMIERE PRODUCTIONS	PO 23809 Movies in the Park 8/9 2nd movie of seas	789.00	789.00
1938 - PRIMEPOINT, LLC	PO 23831 PAYROLL SERVICES- 6/30/26-7/31/26	953.10	953.10
1791 - READY FRESH	PO 23867 WATER DELIVERY SERVICE - JUNE	107.44	107.44
2253 - ROSARIO CONTRACTING CORPORATION	PO 23436 DISPOSAL	12,500.00	12,500.00
1310 - RYSER'S LANDSCAPE SUPPLY INC	PO 23321 PD SHED PROJECT	954.86	
	PO 23404 Ryser's (Blanket) 6-4	954.86	1,909.72
1406 - SAFE-T	PO 23795 TURN OUT GEAR PURCHASE RESOLUTION 2025-2	922.50	922.50
1323 - SHORE REGIONAL HIGH SCHOOL	PO 23870 AUGUST 2026 TAX & DEBT SERVICE	457,544.69	457,544.69
1326 - SIPS PAINT & HARDWARE	PO 23703 SUPPLIES	20.67	20.67
1970 - STARFIRE CORPORATION	PO 23866 2026 FIREWORKS DEPOSIT	3,538.00	3,538.00
1593 - STEPHAN L GREEN TRAILERS	PO 23704 SUPPLIES- TRAILER PARTS	200.00	200.00
1335 - STORR TRACTOR COMPANY, INC	PO 22297 VENTRAC ATTACHMENT	2,200.00	2,200.00
1337 - SUBURBAN DISPOSAL	PO 23787 DISPOSAL FEE - JUNE 2026	29,676.65	
	PO 23819 COLLECTION -JULY 2026	40,083.34	69,759.99
1580 - THE TWO RIVER TIMES	PO 23818 NOTICE ADS #26326, #26327, #26328, #2632	42.78	42.78
1384 - V.E. RALPH, INC	PO 23441 FIRST AID SUPPLIES	1,562.15	1,562.15
2268 - VAN WICKLE AUTO SUPPLY, INC	PO 23741 SUPPLIES	5.69	
	PO 23742 REPAIRS	493.92	
	PO 23743 REPAIRS	159.66	659.27
1387 - VERIZON	PO 23872 POLICE FIOS - 7/24/26-8/23/26	295.65	295.65
1392 - W.B. MASON CO, INC	PO 23608 SUPPLIES - ADMIN, COURT, BLDG, PD	113.28	
	PO 23729 SUPPLIES- BLDG, CLERK	277.97	391.25
DOG TRUST FUND			
1445 - Monmouth County SPCA	PO 23733 ANIMAL CONTROL SERVICES - JUNE 2026	491.00	491.00
OPEN SPACE TRUST			
1658 - AMAZON CAPITAL SERVICES, INC	PO 23497 IRRIGATION SUPPLIES	167.84	167.84
1807 - COLLIERS ENGINEERING & DESIGN	PO 23730 IMPROVEMENTS BBB PARK	4,690.00	4,690.00
2302 - DAVID ZUIDEMA INC.	PO 23754 PORTABLE TOILET RENTAL	1,990.00	1,990.00
1078 - DOWNES FOREST PRODUCTS LLC	PO 23602 CERTIFIED PLAYGROUND MULCH IN BOROUGH PA	11,745.00	11,745.00
1868 - GEESE PATROL	PO 23652 GEESE HAZING + CONTROL SERVICES- JUNE	1,275.00	1,275.00
1131 - GRAINGER (ACCT #831466131	PO 23732 SUPPLIES	84.78	84.78
1685 - JANITOR SUPPLY CORP	PO 23650 SUPPLIES	697.29	697.29
1529 - JOHN GUIRE SUPPLY LLC	PO 23631 SERVICEAND REPAIRS LAWN EQUIPMENT	637.35	637.35
1768 - JUNGFER PLUMBING, HEATING & CONTRACTING	PO 23680 TURN ON WATER FOUNTAINS AT C. CENTER UNC	545.00	545.00
1164 - KEMPTON FLAGS LLC	PO 23640 REPAIR FLAGPOLE AT OLD WHARF PARK	490.16	490.16
1284 - POWERHOUSE SIGNWORKS	PO 22927 SIGNS AT OLD WHARF PARK	75.00	75.00
2276 - RUBBER RECYCLE	PO 21154 SAFETY SURFACE - ALL INCLUSIVE PLAYGROUN	96,250.00	96,250.00
1310 - RYSER'S LANDSCAPE SUPPLY INC	PO 23603 SUPPLIES	390.00	390.00
1335 - STORR TRACTOR COMPANY, INC	PO 23205 GROOMER DRAX KIT FOR VENTRAC	2,493.92	2,493.92
SUI Trust			
1331 - STATE OF NJ - DEPT OF LABOR	PO 23840 2ND QUARTER 2026 - UNEMPLOYMENT	1,730.43	

List of Bills - (All Funds)

Vendor	Description	Payment	Check Total
	PO 23841 LABOR & WORKFORCE DEVELOPMENT -08/2026	171.00	1,901.43
	UCC Trust		
1392 - W.B. MASON CO, INC	PO 23608 SUPPLIES - ADMIN, COURT, BLDG, PD	54.15	
	PO 23729 SUPPLIES- BLDG, CLERK	207.03	261.18
	OTHER TRUST		
1658 - AMAZON CAPITAL SERVICES, INC	PO 23577 ice pops for action camp	71.68	71.68
2039 - PRO CAP 8, LLC	PO 23679 CERTIFICATE 25-00009 RESOLUTION #2026-	1,601.86	1,601.86
2276 - RUBBER RECYCLE	PO 21154 SAFETY SURFACE - ALL INCLUSIVE PLAYGROUN	65,000.00	65,000.00
1313 - SAKER SHOPRITE INC	PO 23746 Action Camp- Ice Cream for Carnival	73.63	73.63
1970 - STARFIRE CORPORATION	PO 23866 2026 FIREWORKS DEPOSIT	2,462.00	2,462.00
	DEVELOPERS ESCROW TRUST		
1807 - COLLIER ENGINEERING & DESIGN	PO 23212 PB Engineering - JULIO	250.00	
	PO 23225 PB Engineering - SOMERSET PULTE	9,857.50	
	PO 23426 PB Engineering - SOMERSET PULTE	6,007.98	
	PO 23782 PLOT PLAN REVIEW - CATALOG #7764520001	125.00	
	PO 23847 PLOT PLAN REVIEW - CATALOG #7764520001	125.00	
	PO 23848 PLOT PLAN REVIEW - CATALOG #7764520001	125.00	
	PO 23863 PB Engineering - SOMERSET PULTE	495.00	16,985.48
1499 - KEVIN E KENNEDY, ESQ	PO 23802 PB LEGAL- FMBC ALLISON HALL	60.00	
	PO 23803 PB LEGAL- STRAINE	390.00	450.00
2458 - PETER LALIMA	PO 23825 ESCROW REFUND	170.00	170.00
2454 - SCOTT BECKER	PO 23776 COAH REFUND	2,547.50	2,547.50
2457 - VINCENT COCCIMIGLIO	PO 23837 COAH REFUND	1,403.00	1,403.00
TOTAL			4,900,148.19

Summary By Account

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
01-101-01-000-011	CASH OPERATING			0.00	4,415,838.87
01-201-20-100-200	ADMINISTRATIVE & EXECUTIVE OE	1,060.20			
01-201-20-120-200	MUNICIPAL CLERK OE	7,398.72			
01-201-20-130-200	FINANCIAL ADMINISTRATION OE	953.10			
01-201-20-155-200	LEGAL SERVICES OE	14,202.50			
01-201-20-165-200	BOROUGH ENGINEER OE	6,700.00			
01-201-21-180-200	PLANNING BOARD OE	3,411.92			
01-201-25-240-200	POLICE OE	18,984.64			
01-201-25-252-200	EMERGENCY MANAGEMENT OE	5,512.66			
01-201-25-260-200	FIRST AID ORGANIZATION OE	1,779.90			
01-201-25-265-200	FIRE DEPARTMENT OE	2,387.94			
01-201-25-265-209	REPAIRS & MAINTENANCE	3,349.46			
01-201-26-300-200	STREETS & ROADS OTHER EXPENSES	579.00			
01-201-26-300-271	REPAIRS	3,837.07			
01-201-26-300-273	SUPPLIES	2,400.00			
01-201-26-300-284	STREET SWEEPING	798.94			
01-201-26-305-200	SANITATION-TRASH REMOVAL OE	30,833.33			
01-201-26-306-200	RECYCLING OE	9,250.01			
01-201-26-310-200	PUBLIC BUILDINGS & GROUNDS OE	18,452.98			
01-201-26-310-252	REPAIRS & EQUIPMENT	1,753.23			
01-201-28-371-200	PARKS AND PLAYGROUNDS OE	5,689.84			
01-201-28-372-200	SENIOR CITIZEN COMMITTEE OE	726.00			
01-201-30-410-200	NJEIT ADMIN FEES	9,397.50			
01-201-31-430-203	TELEPHONE/INTERNET	1,880.45			
01-201-31-465-200	SANITATION DUMPING FEES	29,676.65			
01-201-42-150-201	Monmouth Beach Court	923.00			
01-201-43-490-200	MUNICIPAL COURT OE	333.85			
01-201-45-920-200	DEBT SERVICE OE	1,116,848.19			
01-203-20-120-200	(2025) MUNICIPAL CLERK OE		42.78		

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
01-203-25-240-200	(2025) POLICE OE		1,000.00		
01-203-25-240-300	(2025) PUBLIC SAFETY EQUIPMENT		922.50		
01-203-26-310-252	(2025) REPAIRS & EQUIPMENT		1,149.05		
01-203-44-900-910	(2025) BOROUGH ROADS		246,122.83		
01-206-55-000-046	REGIONAL SCHOOL TAX			457,544.69	
01-207-55-000-045	LOCAL SCHOOL TAX			1,076,298.92	
01-208-55-000-039	COUNTY TAX PAYABLE			986,389.51	
01-208-55-000-041	COUNTY OPEN SPACE TAX			272,353.00	
01-208-55-000-042	COUNTY HEALTH TAX			15,933.48	
01-208-55-000-043	COUNTY LIBRARY TAX			58,961.03	
TOTALS FOR	Current Fund	1,299,121.08	249,237.16	2,867,480.63	4,415,838.87
02-160-05-000-001	DUE TO/FROM CURRENT FUND			0.00	269,359.22
02-213-40-700-077	FMERA STORMWATER DRAINAGE IMPROVEMENTS			269,359.22	
TOTALS FOR	FEDERAL AND STATE GRANTS	0.00	0.00	269,359.22	269,359.22
05-101-00-100-011	CASH - TD			0.00	491.00
05-270-00-500-020	RESERVE FOR EXPENDITURES			491.00	
TOTALS FOR	DOG TRUST FUND	0.00	0.00	491.00	491.00
06-101-01-100-011	OPEN SPACE CASH - TD			0.00	121,531.34
06-270-00-500-020	RESERVE FOR OPEN SPACE			121,531.34	
TOTALS FOR	OPEN SPACE TRUST	0.00	0.00	121,531.34	121,531.34
14-101-01-100-101	Cash SUI Trust			0.00	1,901.43
14-270-55-600-155	Reserve for SUI			1,901.43	
TOTALS FOR	SUI Trust	0.00	0.00	1,901.43	1,901.43
18-101-01-100-101	CASH UCC TRUST			0.00	261.18
18-270-55-600	RESERVE FOR UCC TRUST			261.18	
TOTALS FOR	UCC Trust	0.00	0.00	261.18	261.18
60-101-01-100-101	CASH-OTHER TRUST - TD			0.00	69,209.17
60-270-55-600-105	RES.FOR RECREATION			145.31	
60-270-55-600-115	RES.FOR SUMMERS END			2,462.00	
60-270-55-600-206	RES FOR RECYCLING			65,000.00	
60-270-55-600-208	RES TAX SALE PREMIUMS			1,601.86	
TOTALS FOR	OTHER TRUST	0.00	0.00	69,209.17	69,209.17
61-101-01-100-101	CASH-DEV.ESCROW/TD			0.00	21,555.98
61-270-55-600-205	RES.FOR DEV.ESCROW			21,555.98	
TOTALS FOR	DEVELOPERS ESCROW TRUST	0.00	0.00	21,555.98	21,555.98
Total to be paid from Fund 01 Current Fund		4,415,838.87			
Total to be paid from Fund 02 FEDERAL AND STATE GRANTS		269,359.22			
Total to be paid from Fund 05 DOG TRUST FUND		491.00			
Total to be paid from Fund 06 OPEN SPACE TRUST		121,531.34			
Total to be paid from Fund 14 SUI Trust		1,901.43			
Total to be paid from Fund 18 UCC Trust		261.18			
Total to be paid from Fund 60 OTHER TRUST		69,209.17			
Total to be paid from Fund 61 DEVELOPERS ESCROW TRUST		21,555.98			
		4,900,148.19			

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
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List of Bills - (All Funds)

Vendor	Description	Payment	Check Total
Current Fund			
1516 - CANON FINANCIAL SERVICES, INC	PO 23785 PD COPIER SERVICE - JULY 2026	79.56	79.56
1941 - GOTO TECHNOLOGIES USA, INC	PO 23731 MONTHLY SERVICES - 7/21/26-8/20/26	199.00	199.00
1153 - JERSEY CENTRAL POWER & LIGHT	PO 23725 200-000-957-015 -6/1/26-7/2/26	1,203.19	
	PO 23726 200-000-956-009 -06/01/26-06/30/26	1,444.84	2,648.03
1814 - LEAF	PO 23833 OEM COPIER - 8/25/26	82.32	
	PO 23838 COPIERS	223.00	305.32
1245 - NJ AMERICAN WATER CO	PO 23758 MUNICIPAL COMPLEX #2 - 6/11/26-7/10/26	597.42	
	PO 23759 LIBRARY -6/11/26-7/10/26	47.78	
	PO 23760 OLD WHARF - 6/11/26-7/10/26	80.31	
	PO 23761 380 PORT AU PECK 2 -6/11/26-7/10/26	28.23	
	PO 23762 OLD WHARF #2- 6/11/26-7/10/26	28.23	
	PO 23763 OLD WHARF #1 -6/11/26-7/10/26	1,887.59	
	PO 23764 BLACKBERRY BAY -6/11/26-7/10/26	119.42	
	PO 23765 PORT AU PECK FIRE HOUSE -6/11/26-7/10/26	255.30	3,044.28
1245 - NJ AMERICAN WATER CO	PO 23766 CHARLES PARK -6/11/26-7/10/26	732.29	
	PO 23767 MUNICIPAL COMPLEX #1 - 6/11/26-7/10/26	431.23	1,163.52
1245 - NJ AMERICAN WATER CO	PO 23768 910-930 OCEANPORT WAY IRRG 6/11/26-7/11/	253.14	
	PO 23769 24 PORT AU PECK -6/11/26-7/10/26	235.74	
	PO 23770 FIRE - 5/13/26-6/10/26	274.17	763.05
1249 - NJ MOTOR VEHICLE COMMISSION	PO 23747 New Admin Vehicle Title / Registration	60.00	
	PO 23752 NJ MVC 7-21 New Vehicle Reg Unit 9/13	120.00	180.00
1251 - NJ NATURAL GAS CO	PO 23851 433 MYRTLE -6/18/26-7/16/26	144.30	
	PO 23852 FAS UTILITIES -6/18/26-7/16/26	130.58	
	PO 23853 LIBRARY - 6/17/26-7/16/26	55.00	
	PO 23854 315 E. MAIN - 6/18/26-7/16/26	63.60	393.48
1320 - SHORE BUSINESS SOLUTIONS, INC	PO 23716 BLANKET-23013 DRAWDOWN - DPW COPIER EXPE	53.43	
	PO 23828 CONTRACT USAGE- COURT	10.35	63.78
1373 - TWO RIVER WATER RECLAMATION	PO 23719 BORO HALL - 3RD QTR 2026	101.50	
	PO 23720 OLD WHARF HOUSE 3RD QTR 2026	100.00	
	PO 23721 LIBRARY - 3RD QTR 2026	100.00	
	PO 23722 POLICE - 3RD QTR - 2026	100.00	
	PO 23723 PORT AU PECK FIRE HOUSE -3RD QTR 2026	100.00	
	PO 23724 BLACKBERRY BAY - 3RD QTR 2026	101.50	603.00
1387 - VERIZON	PO 23727 910 OCEANPORT WAY INTERNET - 7/13/26-8/1	168.19	
	PO 23728 910 OCEANPORT WAY FIRE MONITORING -7/12/	181.16	
	PO 23771 LIBRARY PHONE -7/7/26-8/6/26	305.14	
	PO 23772 OLD WHARF HOUSE FIRE MONITORING 7/8/26-8	168.67	823.16
1388 - VERIZON WIRELESS	PO 23830 POLICE WIRELESS - 6/24/26-7/23/26	323.56	323.56
UCC Trust			
1814 - LEAF	PO 23838 COPIERS	223.01	223.01
TOTAL			10,812.75

Summary By Account

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
01-101-01-000-011	CASH OPERATING			0.00	10,589.74
01-201-20-100-200	ADMINISTRATIVE & EXECUTIVE OE	283.00			
01-201-20-120-200	MUNICIPAL CLERK OE	199.00			
01-201-25-240-200	POLICE OE	523.12			
01-201-25-252-200	EMERGENCY MANAGEMENT OE	82.32			
01-201-25-260-200	FIRST AID ORGANIZATION OE	130.58			
01-201-26-300-289	STREETS & ROADS OFFICE SUPPLIES	53.43			
01-201-31-430-201	ELECTRICITY	2,056.15			
01-201-31-430-203	TELEPHONE/INTERNET	823.16			
01-201-31-430-204	WATER/SEWER	5,573.85			
01-201-31-430-205	NATURAL GAS	262.90			

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
01-201-31-430-207	STREET LIGHTING	591.88			
01-201-43-490-200	MUNICIPAL COURT OR	10.35			

TOTALS FOR	Current Fund	10,589.74	0.00	0.00	10,589.74
=====					
18-101-01-100-101	CASH UCC TRUST			0.00	223.01
18-270-55-600	RESERVE FOR UCC TRUST			223.01	

TOTALS FOR	UCC Trust	0.00	0.00	223.01	223.01
=====					

Total to be paid from Fund 01 Current Fund

10,589.74

Total to be paid from Fund 18 UCC Trust

223.01

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10,812.75

**RESOLUTION OF THE BOROUGH OF OCEANPORT APPROVING THE AMENDMENT OF THE
OCEANPORT POLICE DEPARTMENT RULES & REGULATIONS**

Resolution #2026-223

08/13/26

WHEREAS, the Police Department of the Borough of Oceanport is established pursuant with N.J.S.A. 48:14-118 et. seq. and Chapter 78 of the Code of the Borough of Oceanport; and

WHEREAS, the Police Department Rules and Regulations are established by ordinance and permitted to be amended from time to time by resolution at the recommendation of the Police Chief for compliance with State Statutes and other policies established by the State,

NOW THEREFORE, BE IT RESOLVED, by the Mayor & Council of the Borough of Oceanport, County of Monmouth, State of New Jersey that the revised Police Department Rules and Regulations dated and effective today, August 13, 2026 are hereby approved.

Motion:

Second:

ROLL CALL	YES	NO	ABSTAIN	ABSENT
Deerin	()	()	()	()
Gallo	()	()	()	()
Keeshen	()	()	()	()
Manna	()	()	()	()
O'Brien	()	()	()	()
Cooper	()	()	()	()
Tvrdik	()	()	()	()

I certify this to be a true copy of Resolution #2026-223 approved by the Oceanport Borough Council at the Regular Meeting held August 13, 2026.

STEPHANIE KRAMER
ACTING BOROUGH CLERK

	OCEANPORT POLICE DEPARTMENT	
	POLICIES AND PROCEDURES	
Subject: Rules and Regulations		Number of Pages: 30
Issue Date: 7/28/2026	Expiration Date: Until Amended or Rescinded	Distribution List: Sworn Personnel
Authorized By: Gary J. Grimes Chief of Police		Signature: 
Appropriate Authority: Mayor Thomas J Tvrdek		Adopted:

1. ESTABLISHMENT OF DEPARTMENT RULES AND REGULATION	2
2. DEFINITIONS	5
3. GENERAL DUTIES AND RESPONSIBILITIES	10
4. RULES OF CONDUCT	13
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1. ESTABLISHMENT OF DEPARTMENT RULES AND REGULATIONS

1.1. Police Department Authority

- 1.1.1. Legal Authorization** The Police Department of the Borough of Oceanport is established pursuant to N.J.S.A. 40A:14-118 and the Borough of Oceanport Municipal Code Article 78 and shall hereafter be referred to as the "Oceanport Police Department."
- 1.1.2. Appropriate Authority** In accordance with N.J.S.A. 40A:14-118, Chapter 78 of the Municipal Code of the Borough of Oceanport designates the Mayor as the Appropriate Authority responsible for adopting and promulgating Rules and Regulations for the government of the police force and the discipline of its members.

1.2. Department Rules

- 1.2.1. Rules and Regulations Established.** The appropriate authority of Borough hereby adopts and promulgates the department rules and regulations, known as the "OCEANPORT POLICE DEPARTMENT RULES AND REGULATIONS"
- 1.2.2. Right to amend or revoke.** For the good of the service, in accordance with New Jersey Statute 40A:14-118, the right is reserved by the appropriate authority, as the representative of the governing body, to amend or revoke any of the rules and regulations contained herein.
- 1.2.3. Previous rules, regulations, policies and procedures.** All rules previously issued, and policies and procedures that are contrary to the rules contained herein, are hereby revoked. All other rules, regulations, policies, procedures, and general orders not in conflict with those contained in this manual shall remain in full force unless expressly revoked by competent authority.
- 1.2.4. Application** Department rules and regulations, policies and procedures, and written directives are applicable to all police officers of the department and where appropriate, to all civilian employees of the department.
- 1.2.5. Distribution** One copy of these Rules and Regulations shall be distributed to each member and employee of the police department. Distribution may be done electronically utilizing PowerDMS or other similar software platforms.
- 1.2.6. Maintenance** Employees shall be responsible for maintaining a current copy of the rules and regulations contained in this manual, including all additions, revisions, and amendments as may be issued.
- 1.2.7. Familiarization** Employees shall thoroughly familiarize themselves with the provisions of the rules and regulations and policies and procedures contained within the department manual. Ignorance of any of the provisions of this manual will not be a defense to a charge of a violation of the rules and regulations.

1.3. CODE OF ETHICS

- 1.3.1.** All employees shall read and abide by the Law Enforcement Code of Ethics.

- 1.3.2. AS A LAW ENFORCEMENT EMPLOYEE**, my fundamental duty is to serve the community; to safeguard lives and property; to protect the innocent against deception, the weak against oppression or intimidation and the peaceful against violence or disorder; and to respect the constitutional rights of all to liberty, equality, and justice.

I WILL keep my private life unsullied as an example to all and will behave in a manner that does not bring discredit to me or to my agency. I will maintain courageous calm in the face of danger, scorn, or ridicule; develop self-restraint; and be constantly mindful of the welfare of others. Honest in thought and deed both in my personal and official life, I will be exemplary in obeying the law and the regulations of my department. Whatever I see or hear of a confidential nature or that is confided to me in my official capacity will be kept secret unless revelation is necessary in the performance of my duty.

I WILL never act officiously or permit personal feelings, prejudices, political beliefs, aspirations, animosities, or friendships to influence my decisions. With no compromise for crime and with relentless prosecution of criminals, I will enforce the law courteously and appropriately without fear or favor, malice, or ill will, never employing unnecessary force or vi

*I RECOGNIZE the badge of my office as a symbol of public faith, and I accept it as a public trust to be held so long as I am true to the ethics of police service. I will never engage in acts of corruption or bribery, nor will I condone such acts by other police officers. I will cooperate with all legally authorized agencies and their representatives in the pursuit of justice. I know that I alone am responsible for my own standard of professional performance and will take every reasonable opportunity to enhance and improve my level of knowledge and competence. I will constantly strive to achieve these objectives and ideals, dedicating myself to my chosen profession...**LAW ENFORCEMENT.***

- 1.3.3. All employees of the Police Department shall read and abide by The New Jersey Ethics Law. (N.J.S.A. 40A:9-22.1 et. seq.)**

1.4. MISSION STATEMENT AND CORE VALUES

1.4.1. Mission Statement and Core Values

Our fundamental mission as a municipal police agency is to serve the public. Stating our mission is simple, but performing it is a complex task that requires us to recognize and define the functions that we perform in our society.

We will perform our law enforcement role by protecting life and property, by suppressing criminal activity and disorder with vigilant patrol, and by arresting law breakers through effective response to, and investigation of, reported crimes. We will seek to resolve conflict, and work with all citizens to provide a safe and

secure community for all of us. We will protect the innocent, give aid and comfort to the sick and injured, and assist the disadvantaged. Finally, we will recognize that we are the most visible and accessible of all government services, and that this gives us a unique responsibility to assist citizens with their problems and to work to maintain the quality of life in their community. We will always try to assist any person who comes to us for help or advice. This is what makes us a full-service agency.

We will be guided by these goals and values while performing our mission. Our belief in these goals and values lies at the core of our organization. The principles contained in them will guide us in everything that we do.

- *The preservation and advancement of democratic values*
- *The improvement of the quality of life*
- *Compassion towards others*
- *Professionalism*
- *Pride*
- *Teamwork*
- *Commitment*
- *Excellence*
- *Providing quality service*

2. DEFINITIONS

- 2.1. **Acting:** Assigned temporarily to serve in a position to which the member is not ordinarily assigned, usually in a position of higher rank. All the authority, responsibilities, and duties of the officer in the higher position devolve upon the acting member.
- 2.2. **Annual Leave:** The combination of vacation, personal, and compensatory leave granted to all employees annually in accordance with the Oceanport Borough Code and all applicable collective bargaining agreements.
- 2.3. **Authority:** The statutory or policy-vested right to give commands, issue orders, enforce obedience, initiate action, and make necessary decisions. Those so designated may delegate authority. Acts performed without proper authority or authorization shall be considered in violation of this manual, and those persons in violation shall be subject to disciplinary action.
- 2.4. **Borough:** The Borough of Oceanport
- 2.5. **Bureau:** A unit immediately subordinate to a division.
- 2.6. **Chain of Command:** The unbroken line of authority extending from the Chief of Police through one or more subordinates at each level of command down to the level of execution and vice versa.
- 2.7. **Chief of Police:** The Chief of Police of the Oceanport Police Department shall be the highest-ranking officer of the department.
- 2.8. **Commanding Officer:** Police officers holding the rank of Lieutenant or above and assigned to a command position by the Chief of Police.
- 2.9. **Days Off:** Those days determined by the Chief of Police on which a given employee is excused from duty.
- 2.10. **Department:** Oceanport Borough Police Department.
- 2.11. **Department Manual:** Collection of all lawfully issued rules, regulations, policies, procedures, and general orders. Such manuals in force in the department are issued by the authority of the Chief of Police. Compliance with the provisions of department manuals is required without exception.
- 2.12. **Detail:** A temporary assignment of personnel for a specialized activity.
- 2.13. **Detective:** A police officer, designated as a detective, assigned to conduct criminal and other investigations while in civilian clothes.
- 2.14. **Division:** A functional unit having jurisdiction wide coverage whose commanding officer reports directly to the Chief of Police or Deputy Chief of Police.
- 2.15. **Employee:** All employees of the police department, whether sworn regular or special police officers or civilian employees.

- 2.16. **Function:** The general activity of a subdivision of the department, e.g., the operations function, the administrative function, etc.
- 2.17. **Gender:** The use of the masculine gender in any directive or manual includes the female gender, where applicable.
- 2.18. **Headquarters:** The section of the Municipal Complex that houses the headquarters staff and employees of this department.
- 2.19. **Incompetence:** Incapable of satisfactory performance of police duties.
- 2.20. **Informational Bulletins:** Published materials containing information regarding wanted persons, crime patterns, and other incidents calling for police attention.
- 2.21. **Insubordination:** A course of conduct including but not limited to: failure or deliberate refusal of any employee to obey a lawful order given by a superior officer. Ridiculing a superior officer or his order, whether in or out of his presence, is also insubordination. Disrespectful, mutinous, insolent, or abusive language toward or concerning a superior officer.
- 2.22. **Lawful Order:** Any written or spoken directive issued by a superior officer, supervisor or acting supervisor, to any subordinate or group of subordinates in the course of police duty, that is not in violation of any law, ordinance, or departmental rule or regulation.
- 2.23. **Leave of Absence:** The period of time during which a police officer is excused from active duty and during which time he receives no pay.
- 2.24. **May/Should:** Indicates that the action is expected and encouraged.
- 2.25. **Member:** Any duly appointed police officer of the department.
- 2.26. **Memoranda:** Written directives designed to facilitate and provide direction for the smooth operation of the department.
- 2.27. **Military Leave:** The period of time during which an officer is excused from duty by reason of serving in the armed forces of the United States in an active capacity as provided by law.
- 2.28. **Neglect of Duty:** Neglect of duty is the failure to give suitable attention to the performance of duty. Examples include, but are not limited to, failure to take appropriate action on the occasion of a crime, disorder, or other act or condition deserving police attention; absence without leave; failure to report for duty at the time and place designated; unnecessary absence from the zone/post during the tour of duty; failure to perform duties or comply with provisions prescribed in the rules and regulations and written directives, and failure to conform to the department operating procedures.
- 2.29. **Off Duty:** The status of a member during the period he is free from the performance of specified duties.
- 2.30. **Officer:** Any duly appointed police officer of the department.

- 2.31. Officer-in-Charge:** Ranking member of the department on duty. Rank is determined by grade first, and by seniority in grade second. Any member up to and including the rank of captain in charge of a watch or detail.
- 2.32. Official Channels:** Through the hands of superior officers in the chain of command.
- 2.33. On Duty:** The status of a member during the period of the day when he is actively engaged in the performance of his duties. A police officer is subject to call at all times.
- 2.34. Order** Any written or spoken directive issued by a superior officer to a subordinate or group of subordinates in the course of police duty.
- 2.35. Platoon:** A subdivision of the patrol bureau comprising two patrol squads assigned to a watch.
- 2.36. Plurality:** The singular includes the plural and the plural includes the singular.
- 2.37. Police Incident:** An occurrence or incident suggesting or requiring police action or service by members.
- 2.38. Post:** Assignment to a specified location, for a fixed period of time, to address a specific police purpose.
- 2.39. Probationary Police Officer:** Any member of the police department serving a satisfactory training and evaluation period prior to permanent appointment to the department.
- 2.40. Probationary Period:** Each member shall be required to serve a probationary period of one (1) year prior to permanent full-time appointment to the department.
- 2.41. Procedure:** Written directives that describe expected methods of operation. Procedures differ from policy in that they direct attention to the performance of a specific task within the guidelines of the policy. A procedure is a component of a general order.
- 2.42. Sector:** A geographical area administratively designated for purposes of investigation, supervision, or patrol.
- 2.43. Senior Officer:** A member in any given rank with the longer service in that rank. Seniority in the department is established first by rank and second by time served in rank. Where conflict occurs because of identical service or dates of appointment, the member with the higher position on the recommendation list from which the appointments were made is deemed to be the senior. In situations requiring decision-making or control, where the officers are of equal rank and the decision or control is required in their area of responsibility, the senior will make the decision and exercise control unless otherwise designated by a higher-ranking command or supervisory officer.
- 2.44. Shall/Will:** Indicates that the action referred to is mandatory.
- 2.45. Shift:** Any assigned tour of duty in accordance with existing collective bargaining agreements.

- 2.46. Sick Leave:** The period of time during which an officer is excused from active duty by reason of illness or injury by a commanding officer or watch commander in the absence of a commanding officer.
- 2.47. Special Duty:** Police service, the nature of which requires the member to be reassigned from the performance of his regular duties to perform other duties as required from time to time by the Chief of Police.
- 2.48. Special Law Enforcement Officer (SLEO):** Persons vested with special police authority pursuant to N.J.S.A. 40A:14-146, but are not members of the department.
- 2.49. Squad:** A functional unit subordinate to a bureau or under the immediate direction of the Chief of Police. It may be commanded by any rank, depending on its size and the nature and importance of its function.
- 2.50. Staff Supervision:** An advisory relationship, outside the regular hierarchy of command and responsibility in which a supervisor may review the work of another employee who is responsible to another superior officer.
- 2.51. Subordinate:** A member lower in rank than his superior officer.
- 2.52. Superior Officer:** A person holding a higher supervisory or command rank or position.
- 2.53. Supervisory Officer:** Members of the department assigned to a position requiring the exercise of immediate supervision over the activities of employees.
- 2.54. Suspension:** An act of temporarily denying an employee the privilege of performing his duties, and relieving him from the duty with or without pay for a period of time, in consequence of alleged dereliction of duty or violation of department rules and regulations.
- 2.55. Tense of Words:** The words used in the present tense include the future.
- 2.56. Borough:** Borough of Oceanport, New Jersey.
- 2.57. Tour of Duty:** The period of time during which a member of the department is assigned to active duty.
- 2.58. Training Bulletin:** Materials published and designed to keep officers of this department abreast of current police techniques and procedures. The bulletins and their presentation act as a continuous training program and as a stimulus for further study. The information contained therein constitutes official department policy on the subject matter under consideration in the absence of instructions to the contrary.
- 2.59. Unit:** Any number of members and/or employees of the department regularly grouped together under one head to accomplish a police purpose.
- 2.60. Unpaid Leave of Absence:** The period during which an employee is excused from duty and during which time no pay is received.
- 2.61. Watch:** The specified time period that a particular platoon of officers is scheduled for duty.

- 2.62. Watch Commander:** The ranking patrol bureau officer assigned to duty on the watch.
- 2.63. Written Directive:** Any written document used to guide or affect the performance or conduct of agency employees. The term includes policies, procedures, rules and regulations, general orders, special orders, personnel orders, memoranda, and instructional materials.
- 2.64. Zone:** A subdivision of the Borough with fixed boundaries containing more than one sector.

3. GENERAL DUTIES AND RESPONSIBILITIES

3.1. Police Officers Shall:

3.1.1. Take appropriate action to:

- A.** Protect life and property;
- B.** Preserve the peace;
- C.** Prevent crime;
- D.** Detect and arrest violators of the law;
- E.** Enforce all federal, state, and local laws and ordinances coming within department jurisdiction;
- F.** Safely and expeditiously regulate traffic;
- G.** Aid citizens in matters within police jurisdiction;
- H.** Take appropriate police action in aiding fellow officers as needed;
- I.** Provide miscellaneous services.

3.1.2. Exercise authority consistent with the obligations imposed by the oath of office and in conformance with the policies of the department.

3.1.3. Abide by all rules, regulations, and departmental procedures and directives governing police officer employees.

3.1.4. Be accountable and responsible to their supervisors for obeying all lawful orders.

3.1.5. Coordinate their efforts with other employees of the department to achieve department objectives.

3.1.6. Conduct themselves in accordance with high ethical standards, on and off duty.

3.1.7. Strive to improve their skills and techniques through study and training.

3.1.8. Familiarize themselves with the area of authority and responsibility for the current assignment.

3.1.9. Perform their duties promptly, faithfully, and diligently.

3.1.10. Perform all related work as required.

3.2. Supervisors in the department shall:

3.2.1. Enforce department rules and ensure compliance with department policies and procedures.

3.2.2. Exercise proper use of their command within the limits of their authority to assure efficient performance by their subordinates.

- 3.2.3. Exercise necessary control over their subordinates to accomplish the objectives of the department.
- 3.2.4. Guide and train subordinates to gain effectiveness in performing their duties.
- 3.2.5. Use department disciplinary procedures when necessary.
- 3.2.6. When using discipline, comply strictly with the provisions of the department's disciplinary process.

3.3. Chief of Police

3.3.1. Pursuant to N.J.S.A. 40A:14-118 and Chapter 78 of the municipal code, the Chief of Police shall be the head of the Police Department and shall be directly responsible to the appropriate authority for its efficiency and day-to-day operations. Pursuant to policies established by the appropriate authority, the Chief of Police shall:

- A. Administer and enforce the Rules and Regulations of the Police Department and any special emergency directives for the disposition and discipline of the Department and its members and officers;
- B. Have, exercise, and discharge the functions, powers, and duties of the Police Department;
- C. Prescribe the duties and assignments of all members and officers;
- D. Delegate such authority as may be deemed necessary for the efficient operation of the Police Department to be exercised under the Chief's direction and control;
- E. Report at least monthly to the appropriate authority in such form as shall be prescribed on the operation of the Police Department during the preceding month and make such other reports as may be requested by the appropriate authority.

3.3.2. The Chief of Police is responsible to:

- A. Establish and maintain the efficient operation of the department.
- B. Organize, control, and maintain all department property and resources.
- C. Develop the written organizational structure of the department, including the chain of command and duty assignments.
- D. Develop and implement policies and procedures necessary to govern and direct the day-to-day operations of the police department.
- E. Provide for the proper training of all department employees.
- F. Provide for periodic inspections of all police operations to ensure compliance with department rules, policies, and procedures.

- G.** Maintain the overall discipline of the department. Maintain a constructive relationship with the public, community organizations, the media, and other law enforcement agencies.
- H.** Prepare and submit the annual budget and proposed expenditure programs to the appropriate authority or other designated officials.
- I.** Allocate funds within the budget which are appropriated by the governing body.
- J.** Provide for performance evaluations of all department employees.

3.4. Civilian employees shall:

- 3.4.1.** Take appropriate action to perform the duties of their positions promptly, faithfully, and diligently.
- 3.4.2.** Exercise authority consistent with the obligations imposed by their position and in conformance with the policies of the department.
- 3.4.3.** Be accountable and responsible to their supervisors for obeying all lawful orders.
- 3.4.4.** Coordinate their efforts with other employees of the department to achieve department objectives.
- 3.4.5.** Conduct themselves in accordance with high ethical standards, on and off duty.
- 3.4.6.** Strive to improve their skills and techniques through study and training.
- 3.4.7.** Familiarize themselves with the area of authority and responsibility for the current assignment.
- 3.4.8.** Abide by all rules, regulations, and departmental procedures and directives governing civilian employees.
- 3.4.9.** Perform all related work as required.

4. RULES OF CONDUCT

4.1. General Conduct

- 4.1.1.** Performance of Duty. All employees shall promptly perform their duties as required or directed by law, department rule, policy, or directive, or by lawful order of a superior officer.
- 4.1.2.** Action Off Duty. While off duty, police officers shall take appropriate action as needed in any police matter that comes to their attention within their jurisdiction as authorized by New Jersey law and department policy.
- 4.1.3.** Obedience to Laws and Rules. Employees shall obey all laws, ordinances, rules, policies, procedures, and directives of the department.
- 4.1.4.** Withholding Information. Employees shall report any information concerning suspected criminal activity of others.
- 4.1.5.** Reporting Violations of Law or Rules. Employees knowing of other employees violating laws, ordinances, or rules of the department, shall report the same in writing to the Chief of Police through official channels. If the employee believes the information is of such gravity that it must be brought to the immediate, personal attention of the Chief of Police, official channels may be bypassed.
- 4.1.6.** Insubordination. Employees shall not:
 - A.** Fail or refuse to obey a lawful order given by a supervisor;
 - B.** Use any disrespectful or abusive language or action toward a supervisor.
- 4.1.7.** Conduct Toward Other Department Employees. Employees shall treat other department employees with respect. They shall be courteous and civil at all times in their relationships with one another. When on duty and in the presence of the public, officers should be referred to by rank.
- 4.1.8.** Compromising Criminal Cases. Employees shall not interfere with the proper administration of criminal justice.
- 4.1.9.** Recommending Attorney and Bail Bond Brokers Prohibited. Employees shall not suggest, recommend, or advise the retention of any attorney or bail bond broker to any person as a result of police business.
- 4.1.10.** Posting Bail. Employees shall not post bail for any person in custody, except relatives.
- 4.1.11.** Use of Force. Any use of force by an officer must comply with state and federal law, the Attorney General's and the County Prosecutor's policies, and the department's policy and procedure on the use of force.
- 4.1.12.** Physical Fitness. Police officers shall maintain good physical condition so that they can handle the strenuous physical activities often required of a law enforcement officer.

4.1.13. Driver's License. Employees operating department motor vehicles shall possess a valid New Jersey driver's license. Whenever a driver's license is revoked, suspended, or lost, the employee shall immediately notify the appropriate supervisor giving full particulars.

4.1.14. Address and Telephone Numbers. Employees are required to have a telephone in the place where they reside. Changes in address or telephone number shall be reported in writing to the appropriate supervisor within 24 hours of the change.

4.2. Orders

4.2.1. Issuing Orders

- A.** Manner of Issuing Orders. Orders from a supervisor to a subordinate shall be in clear and understandable language.
- B.** Unlawful Orders. No supervisor shall knowingly issue any order which is in violation of any law or ordinance.
- C.** Improper Orders. No supervisor shall knowingly issue any order that is in violation of any department rule, policy, or procedure.

4.2.2. Receiving Orders

- A.** Questions Regarding Orders. Employees in doubt as to the nature or detail of an order shall seek clarification from their supervisors by going through the chain of command.
- B.** Obedience to Unlawful Orders. Employees are not required to obey any order which is contrary to any law or ordinance. Responsibility for refusal to obey rests with the employee, who will be required to justify the refusal to obey.
- C.** Obedience to Improper Orders. Employees who are given any order that is contrary to department rules, policy, or procedure must first obey the order to the best of their ability and then report the improper order as provided.
- D.** Conflicting Orders. Upon receipt of an order conflicting with any previous order, the employee affected will advise the person issuing the second order of this fact. Responsibility for countermanding the original order rests with the individual issuing the second order. If so directed, the latter order shall be obeyed first. Orders will be countermanded, or conflicting orders will be issued, only when reasonably necessary for the good of the department.
- E.** Reports of Unlawful or Improper Orders. An employee receiving an unlawful or improper order shall, at the first opportunity, report in writing to the next highest-ranking supervisor above the supervisor who issued the unlawful or improper order. Action regarding such a report shall be conducted by the Chief of Police.
- F.** Criticism of Official Acts or Orders. Employees shall not criticize the actions or orders of any department employee in a manner that is

defamatory, obscene, or that tends to impair the efficient operation of the department.

4.3. Police Records and Information

- 4.3.1.** Release of Information. Employees shall not release any information nor reveal any confidential business of the department to the public or the press except as provided in department policy and procedure.
- 4.3.2.** Department Records. Contents of any record or report filed within the department shall not be exhibited or divulged to any person other than a duly authorized police officer, except with the approval of the appropriate supervisor, or under due process of law, or as permitted under department policy and procedures.
- 4.3.3.** Reports. No employee shall knowingly falsify any official report or enter or cause to be entered any inaccurate, false, or improper information on records of the department.

4.4. Gifts, rewards, etc.

- 4.4.1.** Soliciting or Accepting Benefits. Employees shall not directly or indirectly solicit, accept, or agree to accept any benefit not allowed by law to influence the performance of their official duties.
- 4.4.2.** Rewards. Employees shall not accept any gift, gratuity, or reward in money or other compensation for services rendered in the line of duty, except that which may be authorized by law and department policy.
- 4.4.3.** Disposition of Unauthorized Gifts, Gratuities. Any unauthorized gift, gratuity, loan, fee, reward, or other objects coming into the possession of any employee shall be forwarded to the Chief of Police together with a written report explaining the circumstances.

4.5. Alcoholic Beverages and Drugs

- 4.5.1.** Consuming Alcoholic Beverages Before Duty. Employees shall not consume alcoholic beverages within eight hours prior to reporting for duty.
- 4.5.2.** Ingesting Cannabis Before Duty. Employees shall not consume cannabis 8 hours prior to reporting for duty.
- 4.5.3.** Being Under the Influence. Employees shall not report for duty under the influence of any alcoholic beverage, drug, or cannabis.
- 4.5.4.** Consuming Alcoholic Beverages on Duty. Employees of the department shall not consume any alcoholic beverage while on duty.
- 4.5.5.** Exception. Employees while assigned to duty in civilian clothes may consume alcoholic beverages only if such consumption:

- A.** absolutely necessary in the performance of duty, and
- B.** has been approved by the appropriate supervisor, and

C. does not render the employee unfit for proper and efficient performance of duty.

- 4.5.6. Consuming Alcoholic Beverages Off Duty in Uniform. Employees shall not consume alcoholic beverages while off duty and in uniform or any recognizable component of the uniform.
- 4.5.7. Alcoholic Beverages in Police Buildings. Alcoholic beverages shall not, at any time, be consumed in police buildings or facilities.
- 4.5.8. Supervisors' Responsibility. Supervisors shall not assign to duty or allow to remain on duty any employee whose fitness for duty is questionable due to the use of alcohol or medication.
- 4.5.9. Possession of Alcoholic Beverages. Employees shall not have alcoholic beverages on their person while on duty or in uniform, nor in any police department building or vehicle, except for evidential or another authorized purpose.
- 4.5.10. Entering Licensed Premises. Employees in uniform shall not enter any licensed premises where alcoholic beverages are sold or stored, except in the performance of duty and in compliance with department policy.
- 4.5.11. Taking Medication on Duty. Employees of the department shall not take any medication that may diminish their alertness or impair their senses prior to or after reporting for duty unless directed by a physician.
- 4.5.12. Notification About Medication. When employees are required to take any prescription medication or any non-prescription medication that may diminish their alertness or impair their senses, the employee shall notify their supervisor as to the medication required, its properties, the dosage, and the period during which the employee is required to take the medication. This notification shall be by the prescribing physician. If the medication is a non-prescription drug the employee shall make this notification. The required notification shall be made prior to the employee reporting for duty. This information so provided shall be confidential.

4.6. Substance Testing

- 4.6.1. A sworn law enforcement officer shall be required to submit to drug testing when there is a reasonable suspicion that the officer is illegally using drugs or under the influence of cannabis during work hours, in accordance with the following procedure.
 - A. The Chief of Police must approve any reasonable suspicion testing of an employee.
 - B. A written report detailing the basis for reasonable suspicion shall be prepared and submitted for review. The report must be reviewed and approved by the Chief of Police or the County Prosecutor before a reasonable suspicion drug test can be ordered.

- C. The drug test shall be administered in accordance with the procedures outlined in the current Attorney General's Law Enforcement Drug Testing Policy.
- D. Officers who refuse to comply with a lawful order to submit to a drug test based on reasonable suspicion shall face the same penalties as those who test positive for the illegal use of drugs. Additionally, any officer who resigns or retires after receiving a lawful order to provide a urine specimen for drug testing but fails to do so shall be considered to have refused the test.
- E. A negative test result is a condition of employment as a sworn officer. A positive result will result in:
 - 1) the officer's termination from employment;
 - 2) inclusion of the officer's name in the central drug registry maintained by the Division of State Police; and,
 - 3) the officer being permanently barred from future law enforcement in New Jersey.

4.6.2. The Chief of Police may authorize random drug screening at their discretion. If ordered, random drug testing shall be conducted in accordance with the Office of the New Jersey Attorney General's Guidelines on Drug Testing and any policies mandated by the Monmouth County Prosecutor. Employees who refuse to comply with a randomly selected drug test shall face the same penalties as those who test positive.

4.7. Duty conduct

- 4.7.1.** Reporting for Duty. Employees shall report for duty at the time and place specified, properly uniformed and equipped.
- 4.7.2.** Absence from Duty. An employee who fails to appear for duty at the date, time, and place specified without the consent of competent authority is absent without leave. Supervisors shall immediately report to their supervisor in writing any employee who is absent without leave.
- 4.7.3.** Personal Radios. The use of portable radios and any other form of entertainment other than equipment authorized by the department is prohibited while on duty.
- 4.7.4.** Distractors. The use of any item or object that distracts an employee from the performance of duty other than equipment authorized by the department is prohibited while on duty.
- 4.7.5.** Relief. Employees are to remain at their assignments and on duty until properly relieved by other employees or until dismissed by competent authority.
- 4.7.6.** Meals. All meals are to be consumed within authorized areas, subject to modification by the supervisor.

- 4.7.7.** Training. Employees shall attend training at the direction of the appropriate supervisor. Such attendance is considered a duty assignment unless the prevailing collective bargaining agreement provides otherwise.
- 4.7.8.** Inspections. Employees directed to attend full dress inspections shall report in the uniform prescribed, carrying the equipment specified. Unauthorized absence from such inspection shall be considered absence without leave.
- 4.7.9.** Prohibited Activity on Duty. Employees who are on duty are prohibited from engaging in activities that are not directly related to the performance of their duty with exceptions noted:
- A.** Meeting with other officers (except in performance of their police duties) without permission of supervisor, sleeping, loafing, idling.
 - B.** Conducting personal business while on duty.
 - C.** Unlawful gambling, unless to further a police purpose such as investigating suspected criminal activity as authorized through the chain of command.
 - D.** Smoking in public view.
 - E.** Sexual activity of any kind.
 - F.** Pursuing personal relationships with or without coercion created by an officer's official authority.
 - G.** While on patrol, leaving the Borough without supervisory approval.
 - H.** Soliciting or otherwise enhancing secondary employment interests while on duty or because of an official duty.
 - I.** Conducting secondary employment activities while on duty.
 - J.** Taking any photographs, pictures, digital images that are not related to the job, including but not limited to pictures of any crime scenes, traffic crashes, people, or job related incidents or occurrence with any personal analog or digital device, camera or cellular telephone, except as may be necessary for the furtherance of official duties, and only in accordance with established department procedures pertaining to preservation of evidence and chain of custody;
 - K.** Releasing any personal or department photographs, pictures, digital images of any crime scenes, traffic crashes, people, or job-related incident or occurrence taken with a personal or department analog or digital device, camera or cellular phone to any person, entity, business, or media/Internet outlet without the express written permission of the Chief of Police or his designee.
 - L.** Video or audio recording, which is not connected with an official investigation or duties, is prohibited.

M. Employees are forbidden to video or audio record conversations with other employees unless related to the job and approved in advance by the Chief of Police. This prohibition does not apply to video recorded interviews of witnesses or suspects where two or more employees may be present, the routine recording of telephone calls over or through the department telephone system via any recording system approved by the Chief of Police, or to the use of mobile video recorders/body worn cameras as authorized by the Chief of Police. The exception to this is for an Internal Affairs investigation as authorized by the Chief of Police or representatives of the involved prosecutorial authorities.

N. Any other activity deemed inappropriate by the Chief of Police.

4.7.10 All other Conduct

Misconduct by a police officer need not be predicated on the violation of any department rule or regulation. Police officers are called upon to exercise tact, restraint, and good judgment in their relationship with the public and must present an image of personal integrity and dependability to have the respect of the public. The department will take appropriate disciplinary action against any officer whose actions violate this standard of good behavior.

4.8. Uniforms, appearance, and identification

- 4.8.1.** Regulation Uniforms Required. All police officers and uniformed civilians shall maintain uniforms prescribed in department policy and procedure. Uniforms shall be kept neat, clean, and well-pressed at all times.
- 4.8.2.** Manner of Dress on Duty. Employees shall wear the uniform or civilian clothing on duty as prescribed by department policy and procedure for the employee's current assignment.
- 4.8.3.** Wearing Jewelry on Duty. Police officers on duty shall not wear loose-fitting jewelry which may be grasped during a struggle or which can inflict injury or retard the mobility of the officer. This provision shall not prohibit non-uniform officers on duty from wearing jewelry appropriate for the conditions of their current assignment in accordance with department policy.
- 4.8.4.** Wearing or Carrying Identification. Employees shall wear or carry their department identification at all times, provided that it is practical under the circumstances.
- 4.8.5.** Identification as a Police Officer. Except when impractical or where the identity is obvious, police officers shall identify themselves by displaying the official badge or identification card before taking police action.
- 4.8.6.** Personal Appearance. Employees, while on duty, shall be neat and clean in person, with uniform or clothes clean and pressed. This provision shall not prohibit non-uniform officers on duty from dressing appropriately for the conditions of their current assignment in accordance with department policy.

A. Male Employees

- 1) Hair will be clean, kept properly trimmed, and combed. It will not touch the collar or stick out around the hat. Hair may touch the top of the ears, but may not cover any portion of the outside of the ear. It must be worn in such a manner that it does not interfere in any way with the proper wearing of the uniform hat in the accepted military manner.
- 2) Sideburns shall be neatly trimmed and straight and shall not extend past the ear lobe. Sideburns shall be even in width, not to exceed one inch, not fully flared, and shall end with a clean-shaven horizontal line.
- 3) Mustaches when worn, will be neat and trimmed at all times, ending in a straight line from the corners of the mouth.
- 4) Beards and goatees - are not permitted.
- 5) Fingernails shall be cleaned and trimmed. Nails shall not extend beyond the tips of the fingers.

Exception: Officers assigned to specific undercover investigations other than normal detective assignment.

B. Female officers

- 1) All female officers shall wear a hairstyle that permits proper wearing of the uniform hat. Hair shall be kept trimmed or styled so as not to extend below the collar of the uniform shirt.
- 2) No decoration shall be worn in the hair. Items used to hold the hair in place shall be concealed as much as possible and shall be of a color and style that blends with the hair.
- 3) Makeup, if worn, shall be subdued and natural looking.
- 4) Cosmetics shall be applied in good taste so that colors blend with natural skin tones and enhance natural features. Exaggerated cosmetic styles are inappropriate with the uniform and shall not be worn. Care should be taken to avoid an artificial appearance. Lipstick colors shall be conservative and complement the uniform. Long false eyelashes shall not be worn when in uniform.
- 5) Fingernails shall be cleaned and trimmed. Nails shall not extend beyond the tips of the fingers. Fingernail polish, if worn, shall be clear.
- 6) All personnel who so desire may wear a wig/hairpiece providing it conforms to the hairstyle requirements outlined above.
- 7) No unnatural hair colors (purple, blue, green, etc.) will be permitted for male or female officers.

4.8.7. Tattoos and Body Modification.

- A) Tattoos on the ears, head, face, hands, neck, or tongue are prohibited. Tattoos on all other parts of the body shall be covered at all times if the tattoos are deemed inappropriate or offensive. Exposed tattoos are subject to appropriateness by the Chief of Police.
- B) While on duty facial and tongue piercings are prohibited.
- C) Body modifications visible while on duty are prohibited but are not limited to the following:
 - a) Tongue splitting or bifurcation;
 - b) Complete or trans-dermal implantation of any objects other than hair replacement;
 - c) Abnormal shaping of the eyes, nose, or ears, including ear stretching plugs and tunnels;
 - d) Branding or scarification.
- D) Body modifications shall not include those procedures medically necessitated by illness, deformity, or injury when performed by a licensed medical professional.

4.8.8. All personnel assigned to limited duty status will wear appropriate civilian attire according to their assignment. Business or business casual attire is acceptable., including: trousers, shirts and ties for men;and dresses, suits, or slacks for women. Jeans and tee shirts are not appropriate attire.

Note: This also applies to personnel in sick/injured status and plainclothes/investigatory personnel who are required to appear in court.

4.9. Department equipment and property

- 4.9.1.** Equipment on duty. Employees shall carry all equipment on duty as prescribed in department policy and procedure based on their assignment.
- 4.9.2.** Equipment off duty. Employees shall carry equipment off duty as prescribed in department policy and procedure based on their assignment.
- 4.9.3.** Firearms. Employees shall follow department policy and procedure on the care and handling of firearms.
- 4.9.4.** Department Property and Equipment. Employees are responsible for the proper care of department property and equipment assigned to them.
- 4.9.5.** Use of Department Property and Equipment. Employees shall not use any department property or equipment for personal business or pleasure.
- 4.9.6.** Damaged or Inoperative Property or Equipment. Employees shall immediately report to their supervisors any loss of or damage to department property assigned to or used by them. The supervisor shall also be notified of any defects or hazardous conditions existing in any department equipment or property.

- 4.9.7.** Care of Department Buildings. Employees shall not mark or deface any surface in any department building. No material shall be affixed to any wall in department buildings without specific authorization from the appropriate supervisor.
- 4.9.8.** Notices. Employees shall not mark, alter, or deface any posted notice of the department. Notices or announcements shall not be posted on bulletin boards without permission of the appropriate supervisor, except in those areas designated for use by the collective bargaining units.
- 4.9.9.** Use of Department Vehicles. Employees shall not use any department vehicle without the permission of a supervisor. Department vehicles shall never be used for personal business or pleasure except as provided for in department policy.
- 4.9.10.** Operation of Department Vehicles. When operating department vehicles, employees shall not violate traffic laws except in cases of emergency and then only in conformity with state law and department policy and procedure regarding the same.
- 4.9.11.** Transporting Citizens. Citizens will be transported in department vehicles only in conformance with department policy.
- 4.9.12.** Reporting Accidents. Accidents involving department personnel, property, equipment, and vehicles must be reported in accordance with department policy and procedure.
- 4.9.13.** Inspection. Departmental property and equipment is and remains the property of the department and is subject to entry and inspection without notice.
- 4.9.14.** Liability. If department property is damaged or lost as a result of misuse or negligence by an employee, that employee will be held liable to reimburse the department for the damage or loss and is subject to disciplinary action.
- 4.9.15.** Presumption of Responsibility. In the event that Borough of Oceanport property is found bearing evidence of damage which has not been reported, it shall be prima-facie evidence that the last person using the property or vehicle was responsible.
- 4.9.16.** Surrender of department property.
 - A)** Upon Separation From the Department. Employees are required to surrender all department property in their possession upon separation from the service. For failure to return a non-expendable item, the employee will be required to reimburse the department for the fair market value of the article.
 - B)** Under Suspension. Any employee under suspension shall immediately surrender their identification, firearm (if applicable), and all other department property to the appropriate supervisor pending disposition of the case.

4.10. Communications, correspondence

- 4.10.1.** Restrictions. Employees shall:

- a. Not use department letterheads for private correspondence.
 - b. Only send correspondence out of the department under the direction of the appropriate supervisor.
- 4.10.2. Forwarding Communications. Any employee who receives a written communication for transmission to another employee shall forward the same without delay.
- 4.10.3. Use of Department Address. Employees shall not use the department as a mailing address for private purposes. The department address shall not be used for any private vehicle registration or driver's license.
- 4.10.4. Telephones. Department telephone equipment may not be used for personal use involving toll charges without the express approval of a supervisor.
- 4.10.5. Radio Discipline. Employees operating the police radios shall strictly observe the procedures and restrictions for such operations as set forth in department policy and procedure and by the Federal Communications Commission.

4.11. Conduct toward public

- 4.11.1. Courtesy. Employees shall be courteous and orderly in their dealings with the public. They shall perform their duties politely, avoiding profane language, and shall always remain calm regardless of provocation.
- 4.11.2. Request for Identification. Upon request, employees are required to supply their identification in a courteous manner.
- 4.11.3. Impartiality. Employees shall not exhibit bias or favoritism toward any person because of race, sex, sexual orientation, creed, color, national origin, ancestry, or influence.
- 4.11.4. Use of Derogatory Terms. Employees shall not use language that is derogatory to anyone because of race, sex, sexual orientation, creed, color, national origin, ancestry, or influence.
- 4.11.5. Affiliation with Certain Organizations Prohibited. No employee shall knowingly become a member of any organization that advocates the violation of law, or which professes hatred, prejudice, or oppression against any racial or religious group or political entity, except when necessary in the performance of duty and at the direction of the Chief of Police.
- 4.11.6. Representing the Police Department. Employees shall not give public speeches or demonstrations on behalf of the department, nor shall they endorse any product or service as a representative of the department, without prior approval from the Chief of Police.

4.12. Political activities

- 4.12.1. Employees shall not be candidates for or hold office in elective public positions or political organizations within or inclusive of the jurisdiction in which they are employed unless authorized to do so by the county prosecutor.

- 4.12.2. Employees may contribute funds or any other thing of value to candidates for public office subject to the provision of law governing such contributions.
- 4.12.3. Employees shall not engage in any political activity while on duty, or while in uniform, or at any other time if doing so would conflict with their duties or impair their ability to perform their duties.
- 4.12.4. Employees shall not directly or indirectly use or attempt to use their official position to influence the political activity of another person.
- 4.12.5. Employees shall not engage in any polling duties except in the performance of their official duties.
- 4.12.6. Employees shall not display any political material on any government property or on their person while on duty or in uniform.

4.13. Judicial appearance and testimony

- 4.13.1. Duty of Employee to Appear and Testify. Employees shall appear and testify on matters directly related to the conduct of their office, position, or employment before any court, grand jury, or the State Commission of Investigation.
- 4.13.2. Subpoena. Employees must attend court or quasi-judicial hearings as required by a subpoena. Permission to omit this duty must be obtained from the prosecuting attorney handling the case or other competent court officials.
- 4.13.3. Court Appearance. When appearing in court on department business, employees shall wear either the department uniform or appropriate business attire.
- 4.13.4. Testifying for the Defendant. Any employee subpoenaed to testify for the defense or against the municipality or department in any hearing or trial shall notify the appropriate supervisor immediately upon receipt of the subpoena.
- 4.13.5. Department Investigations. Employees are required to answer questions, file reports, or render material and relevant statements, in a departmental investigation when such questions and statements are directly related to job responsibilities. Employees shall be advised of and permitted to invoke all applicable constitutional and statutory rights, including consultation with their designated representative.
- 4.13.6. Truthfulness. Employees are required to be truthful at all times whether under oath or not.
- 4.13.7. Civil Action, Subpoenas. Employees shall not volunteer to testify in civil actions arising out of department employment and shall not testify unless subpoenaed. If the subpoena arises out of department employment or if employees are informed that they are a party to a civil action arising out of department employment, they shall immediately notify the appropriate supervisor.
- 4.13.8. Civil Depositions and Affidavits. Employees shall confer with the appropriate supervisor before giving a deposition or affidavit on a civil case relating to their police employment.

- 4.13.9.** Civil Action, Expert Witness. Employees shall not volunteer or agree to testify as an expert witness in civil actions without the prior written approval of the county prosecutor.
- 4.13.10.** Civil Process. Employees shall not serve civil process or assist in civil cases unless such service is approved by the appropriate supervisor.

5. PERSONNEL REGULATIONS

5.1. Hours and Leave

- 5.1.1.** Hours of Duty. Employees shall have regular hours assigned to them for active duty, and when not so employed, they shall be considered off duty. Employees are subject to be recalled to duty as needed.
- 5.1.2.** Scheduled Days Off. Employees are entitled to days off pursuant to appropriate collective bargaining agreements and are to be taken according to a schedule arranged by the appropriate supervisor.
- 5.1.3.** Vacation Leave. Employees are entitled to vacation days off pursuant to appropriate collective bargaining agreements, department policy and procedure, and approval of the vacation schedule by the appropriate supervisor.
- 5.1.4.** Other Leaves. Employees are entitled to other leave as provided for in collective bargaining agreements, by law and by department policy and procedure, subject to approval of the schedule by the appropriate supervisor.
- 5.1.5.** Sick Leave. Employees are entitled to sick days off pursuant to appropriate collective bargaining agreements and department policy and procedures.
- 5.1.6.** Abuse of Sick Leave. Employees who take sick leave in violation of department policy shall be subject to disciplinary action.
- 5.1.7.** Suspension of Leave. Any vacation leave, scheduled day off, or other leave of absence may be suspended when an emergency that reasonably could not have been foreseen is declared by appropriate department authority, and which unavoidably requires utilization of additional employees who are not scheduled to work.

5.2. Secondary Employment

- 5.2.1.** Secondary Employment. Employees may engage in secondary employment consistent with department policy.

5.3. Resignation

- 5.3.1.** Resignation to be in Writing. All resignations of employees must be in writing and bear the signature of the person resigning. Employees shall provide the Chief of Police with no less than two weeks' written notice.

6. DISCIPLINE

6.1. Authority to Discipline

- 6.1.1.** All disciplinary procedures shall be carried out in accordance with the laws of the State of New Jersey, applicable case law, the Borough employee manual, and the municipal ordinances of the Borough. Unless otherwise required by law, the responsibility for administering discipline within the department shall rest with the Chief of Police.

6.2. Disciplinary Action

- 6.2.1.** Employees, regardless of rank, shall be subject to disciplinary action, according to the nature or aggravation of the offense, for:
- A)** Committing an offense punishable under the laws or statutes of the United States, the State of New Jersey, or any other State, or municipal ordinances;
 - B)** Failure, either willfully or through negligence or incompetence, to perform the duties of their rank or assignment;
 - C)** Violation of any rule, policy, procedure, or directive of the department;
 - D)** Failure to obey any lawful instruction, order, or command of a supervisor.
 - E)** Excessive force: Complaint regarding the use or threatened use of excessive force against a person.
 - F)** Improper arrest: Complaint that the restraint of a person's liberty was improper, unjust, or violated
 - G)** the person's civil rights.
 - H)** Improper entry: Complaint that entry into a building or onto property was improper or that
 - I)** excessive force was used against property to gain entry.
 - J)** Improper search: Complaint that the search for a person or property was improper, unjust, violated established agency procedures or violated the person's civil rights.
 - K)** Differential treatment: Complaint that the taking of police action, the failure to take police action or method of police action was predicated upon irrelevant factors such as race, appearance, age, or sex.
 - L)** Demeanor: Complaint that a department member's bearing, gestures, language, or other actions were inappropriate.
 - M)** Serious rule infractions: Complaint for conduct such as insubordination, drunkenness on duty, sleeping on duty, neglect of duty, false statements, or malingering.

- 6.2.2.** Repeated Violations. Repeated violations of the rules of conduct shall be indicative of employees' disregard for their duty and may be cause for dismissal. This shall apply regardless of the type or severity of the offenses.

6.3. Corrective Action-minor infractions

- 6.3.1.** In certain situations, regarding first time minor rule infractions such as complaint for conduct such as untidiness, tardiness, faulty driving, or failure to follow procedures. Formal discipline is not required in order to correct employee performance in various areas. Performance based issues may be corrected by using training and counseling outlined below:

A) Training - Training is encouraged as a means of improving employee effectiveness and performance through positive and constructive methods. Training and discipline are not mutually exclusive. Certain minor offenses may be handled through targeted training.

B) Supervisors have an affirmative obligation to observe the conduct and appearance of employees and detect those instances wherein corrective action (training) may be necessary. Training includes:

a) Verbal Instruction - The supervisor may, depending on the circumstances, provide individual on the spot training where such is indicated.

b) Peer Training - The supervisor may assign the employee to another employee with experience in the area where training is indicated.

c) In-Service Training - The supervisor may refer the employee to an in-service training program.

d) Counseling - Counseling is indicated where personal actions or job performance conflict with basic police practice and agency written directives. Certain first offenses are sufficiently minor in nature and may be handled by supervisors by documenting the counseling session on a performance notice. Facts to be considered in making these decisions will include, but are not limited to the person's intent, receptivity of the supervisory consulting and their desire to correct the problem. More serious infractions may indicate the need for a stronger response in place of, or in addition to, counseling.

C) There is no right to a hearing for counseling notices except as may exist under applicable collective bargaining agreements. The final disposition notice regarding the corrective action shall be filed in the employee's personnel file.

6.3.2. Documentation of Counselling

- 1) All training and counseling resulting from a performance issue shall be documented and forwarded through the appropriate chain of command to the Chief of Police or designee.

6.4. Progressive Discipline

6.4.1. The Department shall use the disciplinary process of Progressive Discipline to achieve the basic goals of instruction and address inappropriate behavior before minor problems escalate into major problems. At the same time, the subject officer is made aware that repeated violations of the agency's rules will result in this progressive discipline. An internal affairs complaint that has a disposition of exonerated, unfounded, or not sustained should not be used to effect progressive discipline.

6.4.2. A system of progressive discipline shall include the following elements:

- 1) Oral reprimand or performance notice
- 2) Written reprimand
- 3) Monetary fine
- 4) Suspension without pay.
- 5) Loss of a promotional opportunity
- 6) Demotion
- 7) Discharge from employment.

6.5. Disciplinary procedures

6.5.1. Reduction in Rank. No member or officer of the Police Department shall be suspended, removed, fined, or reduced in rank for any cause other than for incapacity, misconduct, or disobedience as provided in the New Jersey Statutes and the Police Departments Rules and regulations.

6.5.2. Complaints and charges

All complaints or charges against members of the Police Department will be managed in accordance with the Department Guidelines for Internal Affairs.

6.6. Appeals Procedure

6.6.1. The appeal of discipline or corrective action imposed against an employee may be taken consistent with laws of the State of New Jersey and/or the

grievance procedures of the current collective bargaining agreements, ordinances and/or department written directive.

**RESOLUTION OF THE BOROUGH OF OCEANPORT
AUTHORIZING THE PURCHASE OF TASERS FROM AXON ENTERPRISE, INC.
THROUGH STATE CONTRACT FOR OCEANPORT POLICE DEPARTMENT**

**Resolution #2026-224
08/13/2026**

WHEREAS, Oceanport Police Department needs to purchase additional tasers for use by the officers; and

WHEREAS, N.J.S.A. 40A:11-3(a), allows for the award of a contract without the necessity of public advertising for bids when the procurement is made through a state contract; and

WHEREAS, Axon Enterprise, Inc. has submitted a proposal for the supply of tasers for a total cost of \$19,257.60 of which \$19,257.60 is covered by state contract; and

WHEREAS, the recommendation is to award the contract to Axon Enterprise, Inc, 17800 N 85th Street, Scottsdale, AZ 85255 for tasers through NJ State Contract T0106/17-FLEET-00738 in the amount of \$19,257.60 to be paid over the next five years; and

WHEREAS, amount not to exceed \$3851.52 for CY2026, balance to be paid over the next four years subject to passage of future budgets; and

WHEREAS, the Chief Financial Officer has confirmed that funds are available for the stated purpose as indicated below by the Certification of Funds,

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council that the awarding of the contract to Axon Enterprise, Inc., 17800 N 85th Street, Scottsdale, AZ 85255 pursuant with NJ State Contract T-0106/17-FLEET-00738 for a total amount not to exceed \$19,257.60 is hereby authorized.

CERTIFICATION OF FUNDS

As required by N.J.A.C. 5:34-5.1 et. seq., and any other applicable requirement, I, Catherine D. LaPorta, Chief Financial Officer of the Borough of Oceanport, certify that there are sufficient uncommitted funds available in Account #01-201-25-240-231 in the amount of \$3851.52 for the stated purpose.



Catherine D. LaPorta, CFO

Motion:

Second:

ROLL CALL	YES	NO	ABSTAIN	ABSENT
Deerin	()	()	()	()
Gallo	()	()	()	()
Keeshen	()	()	()	()
Manna	()	()	()	()
O'Brien	()	()	()	()
Cooper	()	()	()	()
Tvrdik	()	()	()	()

I certify this to be a true copy of Resolution #2026-224 approved by the Oceanport Borough Council at the Regular Meeting held August 13, 2026.

STEPHANIE KRAMER
ACTING BOROUGH CLERK



Axon Enterprise, Inc.

17800 N 85th St, Scottsdale, Arizona 85255, United States
VAT: 86-0741227
Domestic: (800) 978-2737 | International: +1 800.978.2737

Q-893668-001

Acct: 524790

Issued
Expires
Payment Terms
Mode of Delivery

Jul 17, 2026
Aug 14, 2026
N30
AUTO-GND

Oceanport Police Dept. - NJ

Currency: USD

CUSTOMER DETAILS

SHIP TO

Oceanport Police Dept. - NJ
930 OCEANPORT WAY
OCEANPORT, NJ
07757-1460
USA

BILL TO

Oceanport Police Dept. - NJ
930 OCEANPORT WAY
OCEANPORT, NJ
07757-1460
USA

SALES REPRESENTATIVE

Noah Nickerson
Phone: (774) 722-5237
Email: nnickerson@axon.com

PRIMARY CONTACT

Gary Grimes
Phone: (732) 222-6301
Email: ggrimes@oceanportpolice.org

QUOTE SUMMARY

Program Length	59 Months
Contract Start	Oct 1, 2026
Contract End	Aug 31, 2031
TOTAL CONTRACT	
Net Total	\$19,257.60
Est. Tax	\$0.00
Total Contract Value	\$19,257.60

DISCOUNT SUMMARY

List Price	\$30,744.36
Bundled Savings	\$10,259.95
Additional Discount	\$1,226.81
Total Discount	\$11,486.76
Net Price	\$19,257.60

PAYMENT SUMMARY

DATE	SUBTOTAL	EST. TAX	TOTAL
Sep 1, 2026	\$3,851.52	\$0.00	\$3,851.52
Sep 1, 2027	\$3,851.52	\$0.00	\$3,851.52
Sep 1, 2028	\$3,851.52	\$0.00	\$3,851.52
Sep 1, 2029	\$3,851.52	\$0.00	\$3,851.52
Sep 1, 2030	\$3,851.52	\$0.00	\$3,851.52
Total	\$19,257.60	\$0.00	\$19,257.60

SUMMARY PRICING FOR TERM

SUMMARY PRICING										
ITEM	DESCRIPTION	QTY	TERM	UN-BUNDLED	LIST PRICE	NET PRICE	SUBTOTAL	EST. TAX	TOTAL	
101451	True-Up - VR TASER 7/TASER 10 Add-on Bundle	8	1	—	\$4.21	\$0.00	\$0.00	\$0.00	\$0.00	
C00029	Bundle - TASER 10 Certification Standard Add-on	8	59	\$65.07	\$43.33	\$40.80	\$19,257.60	\$0.00	\$19,257.60	
							SUBTOTAL	EST. TAX	TOTAL	
Total							\$19,257.60	\$0.00	\$19,257.60	

DELIVERY SCHEDULE

ESTIMATED SHIPPING DATE: Sep 1, 2026	
Shipping Location: 930 OCEANPORT WAY, OCEANPORT, NJ, 07757-1460, USA	
HARDWARE	QTY
Axon TASER 10 - Cartridge - Halt	60
Axon TASER 10 - Cartridge - Inert	10
Axon TASER 10 - Cartridge - Live	120
Axon VR - Controller - TASER 10	1
Axon VR - Headset - HTC Focus Vision	1
Axon VR - Holster - TASER 10 Safariland Gray - RH	1
Axon VR - Tactical Bag	1
SERVICES	QTY
Axon TASER 10 - Replacement Access Program - Duty Cartridge	8
WARRANTIES	QTY
Axon VR - Ext Warranty - Headset	1
Axon VR - Ext Warranty - TASER Controller	1
ESTIMATED SHIPPING DATE: Oct 1, 2026	
Shipping Location: 930 OCEANPORT WAY, OCEANPORT, NJ, 07757-1460, USA	
SOFTWARE	QTY
Axon TASER - Data Science Program	8
Axon TASER - Evidence.Com License	8
Axon VR - User Access - TASER Skills	8
SERVICES	QTY
Axon TASER - On Demand Certification	8
ESTIMATED SHIPPING DATE: Sep 1, 2027	
Shipping Location: 930 OCEANPORT WAY, OCEANPORT, NJ, 07757-1460, USA	
HARDWARE	QTY
Axon TASER 10 - Cartridge - Halt	40
ESTIMATED SHIPPING DATE: Sep 1, 2028	
Shipping Location: 930 OCEANPORT WAY, OCEANPORT, NJ, 07757-1460, USA	
HARDWARE	QTY
Axon TASER 10 - Cartridge - Halt	40
ESTIMATED SHIPPING DATE: Mar 1, 2029	
Shipping Location: 930 OCEANPORT WAY, OCEANPORT, NJ, 07757-1460, USA	
HARDWARE	QTY
Axon VR - TAP Refresh 1 - Headset	1
Axon VR - TAP Refresh 1 - TASER Controller	1
ESTIMATED SHIPPING DATE: Sep 1, 2029	
Shipping Location: 930 OCEANPORT WAY, OCEANPORT, NJ, 07757-1460, USA	
HARDWARE	QTY
Axon TASER 10 - Cartridge - Halt	40

ESTIMATED SHIPPING DATE: Sep 1, 2030	
Shipping Location: 930 OCEANPORT WAY, OCEANPORT, NJ, 07757-1460, USA	
HARDWARE	QTY
Axon TASER 10 - Cartridge - Halt	40

TERMS & CONDITIONS

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Contract State of New Jersey T0106/17-FLEET-00738 is incorporated by reference into the terms and conditions of this Agreement. In the event of conflict the terms of Axon's Master Services and Purchasing Agreement shall govern.

STANDARD TERMS AND CONDITIONS

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at <https://www.axon.com/sales-terms-and-conditions>), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

EXCEPTIONS TO STANDARD TERMS AND CONDITIONS

Rewrite Estimates

Estimated Amounts and Contract Terminations. Any amounts stated as due under existing or terminated contracts — including contract transfer balances carried forward to new or pending contracts — are estimates based on payments received as of the calculation date. These estimates may be adjusted if new contracts are not executed on the anticipated dates or if expected payments are not made.

Refresh Shipment Timing

Technology Assurance Plan (TAP) Refresh Prior to Renewal. For Customers with expiring agreements that include TAP refresh rights, Axon may, in its discretion, ship refresh hardware under the existing contract while renewal or replacement agreements are in progress. Any such shipments will be deemed made under the terms of the existing contract until the new contract is fully executed, after which any applicable updates, fees, or adjustments will apply.

Shipment Timing

Shipment Variance . Estimated shipment dates are provided for planning purposes only and are not guarantees. Axon may ship hardware before or after the estimated shipment date, and failure to meet an estimated shipment date will not, by itself, constitute a breach, provided Axon uses commercially reasonable efforts to meet estimated shipment dates.

Signature

7/17/2026

Date Signed

**RESOLUTION OF THE BOROUGH OF OCEANPORT
AUTHORIZING THE PURCHASE OF A HITACHI WHEEL LOADER THROUGH THE
SOURCEWELL COOPERATIVE PRICING SYSTEM**

**Resolution 2026-225
08/13/26**

WHEREAS, the Borough of Oceanport is a party to a cooperative purchasing agreement with Sourcewell, a cooperative purchasing program organized pursuant to the Local Public Contracts Law, N.J.S.A. 40A:11-10, and

WHEREAS, the Local Public Contracts Law authorizes a municipality to acquire goods and services through a duly formed cooperative purchasing system without advertising for bids, and

WHEREAS, the Borough has need of acquiring a Hitachi Wheel Loader for the Public Works Department, and

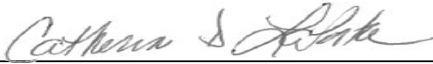
WHEREAS, Sourcewell has awarded a contract to Elliott & Frantz, 450 East Church Road, King of Prussia, PA 19406 (Contract # 011723-HTL) for grounds equipment and the Borough desires to purchase a **Hitachi Wheel Loader** in the amount of \$203,193.01.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council that the purchase of a **Hitachi Wheel Loader** through Sourcewell (Contract # 011723-HTL) for a total amount not to exceed \$203,193.01 is hereby authorized.

BE IT FURTHER RESOLVED, that the within Resolution shall be subject to the Borough Chief Financial Officer confirming that funds are available for the stated purpose.

CERTIFICATION OF FUNDS

As required by N.J.A.C. 5:34-5.1 et. seq., and any other applicable requirement, I, Catherine D. LaPorta, Chief Financial Officer of the Borough of Oceanport, certify that there are sufficient funds available in Account #01-201-44-900-904, not to exceed \$203,193.01 for the stated purposes.



Catherine D. LaPorta, CFO

Motion:	Second:				
ROLL CALL	YES	NO	ABSTAIN	ABSENT	
Deerin	()	()	()	()	I certify this to be a true copy of Resolution #2026-225
Gallo	()	()	()	()	approved by the Oceanport Borough Council at the
Keeshen	()	()	()	()	Regular Meeting held August 13, 2026
Manna	()	()	()	()	
O'Brien	()	()	()	()	_____ STEPHANIE KRAMER
Cooper	()	()	()	()	ACTING BOROUGH CLERK
Tvrdik	()	()	()	()	



ELLIOTT & FRANTZ, INC.

Michael Della - Sales Representative

Mdella@elliottfrantz.com * Cell: (609) 664-9864 * (800) 220-3025

Quotation

DATE: 4/29/2026

CUSTOMER

DELIVERY

(Expires in 30 Days)

COMPANY NAME: OCEANPORT DPW

ADDRESS:

We are pleased to quote the following equipment.

CO-OP: SOURCEWELL

CONTRACT# 011723-HTL

QUANTITY	STATUS	YEAR	TYPE	MAKE	MODEL	HOURS
----------	--------	------	------	------	-------	-------

1	NEW	2026	WHEEL LOADER	HITACHI	ZW140-7	
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SERIAL NUMBER: FAC ORDER

STOCK NUMBER:

OEM LIST PRICE: \$231,070.53

19% CONTRACT SALE PRICE \$187,167.13

MACHINE FEATURES INCLUDED:

ZW140-7 HITACHI WHEEL LOADER

ZW140-7 PREMIUM CAB WITH AC HEAT, INTEGRATED SCALE

ZW140-7 STANDARD LIFT ARMS

ZW140-7 3RD FUNCTION

ZW140-7 20.5R25 (L3) VJTZ Bridgestone VJT Tires

RENTAL PURCHASE: \$4,200.00 A MONTH 80% APPLIED TOWARDS PURCHASE

ATTACHMENTS

ACS LOADER COUPLER PS2000 PS30 STYLE W/ INSTALATION

\$ 10,484.71

\$ -

\$ -

\$ -

\$ -

\$ -

\$ -

\$ -

\$ -

\$ -

\$ 9,905.88

FREIGHT IN / OUT AND PREPERATION:

OEM WARRANTY: FULL MACHINE 24 MONTHS OR 2000 HOURS

EXT. WARRANTY: PREMIER W/TM 84 MONS / HRS 5000

\$ 10,635.29

PM PLAN:

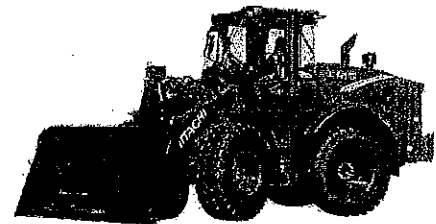
\$ -

TRADE: CASE 521 WDLR CPLR ONLY 9300 HOURS SER. JEE0200015

Machine Price: \$ 218,193.01

Trade Allowance: \$ (15,000.00)

Total Trade: \$ 203,193.01



Hitachi

Heavy construction equipment

#011723-HTI

Maturity Date: 4/14/2027

Products & Services



Products & Services

Sourcewell contract 011723-HTI gives access to the following types of goods and services:

- Compact equipment
- Construction equipment
- Mining equipment
- Wheel loaders & excavators
- Service, sales, parts, & support
- Dealer network

Locate your local dealer or representative ☒

(nongovernment site)

**RESOLUTION AUTHORIZING PAYMENT TO LEXINGTON INSURANCE
COMPANY FOR THE BOROUGH'S INSURED
RETENTION/COINSURANCE OBLIGATION**

**Resolution #2026-226
08/13/2026**

WHEREAS, the Borough of Oceanport maintains insurance coverage through Lexington Insurance Company for certain covered claims; and

WHEREAS, Summit Risk Services serves as the Third-Party Administrator for claims administered on behalf of Lexington Insurance Company; and

WHEREAS, the Borough has received an invoice from Summit Risk Services representing the Borough's insured retention and/or coinsurance obligation pursuant to the terms and conditions of the Borough's insurance policy issued by Lexington Insurance Company; and

WHEREAS, the invoice represents reimbursement to Lexington Insurance Company for payments previously made on behalf of the Borough for professional services associated with the administration and/or defense of a covered claim, and copies of the underlying invoices have been provided to the Borough; and

WHEREAS, the Chief Financial Officer has certified that sufficient funds are available for this purpose; and

WHEREAS, to the extent required by the provisions of the New Jersey Campaign Contributions and Expenditures Reporting Act, N.J.S.A. 19:44A-20.4 et seq., Lexington Insurance Company has submitted, or shall submit prior to payment, the required Business Entity Disclosure Certification certifying that it has not made any reportable contributions that would bar the award or payment of this matter and shall comply with all applicable continuing disclosure requirements.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Oceanport, County of Monmouth, State of New Jersey, that:

1. The Mayor and Council hereby authorize payment to **Lexington Insurance Company** in an amount not to exceed \$25,000.00, representing the Borough's insured retention and/or coinsurance obligation under the applicable insurance policy, as invoiced by Summit Risk Services.
2. The Chief Financial Officer is hereby authorized and directed to process payment upon receipt of a properly executed voucher, certification of available funds, and all supporting documentation required by law.
3. The Borough Clerk and Chief Financial Officer are authorized to execute any documents and take any actions necessary to effectuate the purposes of this Resolution.
4. A copy of this Resolution shall be maintained on file in the Office of the Borough Clerk together with all required certifications and supporting documentation.

5. This Resolution shall take effect immediately upon adoption according to law.

Motion:

Second:

ROLL CALL	YES	NO	ABSTAIN	ABSENT
Deerin	()	()	()	()
Gallo	()	()	()	()
Keeshen	()	()	()	()
Manna	()	()	()	()
O'Brien	()	()	()	()
Cooper	()	()	()	()
Tvrdik	()	()	()	()

I certify this to be a true copy of Resolution #2026-226 approved by the Oceanport Borough Council at the Regular Meeting held August 13, 2026.

STEPHANIE KRAMER
ACTING BOROUGH CLERK

**RESOLUTION AUTHORIZING THE ACCEPTANCE OF A GRANT FROM THE
MONMOUTH MUNICIPAL JOINT INSURANCE FUND FOR BASE
ACCREDITATION SERVICES AND EXECUTION OF A GRANT AGREEMENT**

**Resolution #2026-227
08/13/2026**

WHEREAS, the Commission on the Accreditation of Law Enforcement Agencies (“CALEA”) and the State of New Jersey Associations of Chiefs of Police offer a program to obtain accreditation in order to attain the highest standards of police department management; and

WHEREAS, the Monmouth Municipal Joint Insurance Fund is seeking to encourage police departments to pursue such excellence by providing a grant in the amount not to exceed \$25,000 to support the Oceanport Police Department’s efforts to attain accreditation from New Jersey Chiefs of Police; and

WHEREAS, the Chief of Police and the governing body believe that the attaining of such certification is consistent with the goals of the Oceanport Police Department; and

WHEREAS, the Chief of Police is committed to taking necessary action in order to support the accreditation process.

NOW, THEREFORE, BE IT RESOLVED, by the Borough Council of the Borough of Oceanport ,(Herein After the “Municipality”) in the County of Monmouth, and State of New Jersey, as follows:

1. The Mayor, Administrator and Chief of Police are hereby authorized to enter into a Grant Agreement with the Monmouth Municipal Joint Insurance Fund for the receipt of funding in the amount of \$25,000 for the NJ State Chief’s of Police accreditation program.

2. The Municipality agrees to abide by the terms of the Grant Agreement to attain certification within 2.5 years (30 Months) of the date of the agreement. Upon accreditation being obtained, the Monmouth Municipal JIF will use their normal accreditation discount to offset the grant costs.

3. If the Municipality does not achieve certification within the 2.5 years (30 Months) period, the amount of the Grant is due payable to the Monmouth Municipal JIF within a three-year period.

4. If the Municipality does not achieve the certification within the 2.5 years (30 Months) period and/or leaves the Monmouth Municipal JIF before the grant is repaid in full, the amount of the grant is due immediately to the Monmouth Municipal JIF upon the date of termination to the JIF.

5.

6. If the Municipality does not maintain re-certification required to continue to earn discounts that will be used to offset the advance funding, the balance is due and re-payable to the Fund within the three-year period following failure to maintain certification.

7. This Resolution shall take effect immediately.

Motion:

Second:

ROLL CALL	YES	NO	ABSTAIN	ABSENT
Deerin	()	()	()	()
Gallo	()	()	()	()
Keeshen	()	()	()	()
Manna	()	()	()	()
O'Brien	()	()	()	()
Cooper	()	()	()	()
Tvrdik	()	()	()	()

I certify this to be a true copy of Resolution #2026-227 approved by the Oceanport Borough Council at the Regular Meeting held August 13, 2026.

STEPHANIE KRAMER
ACTING BOROUGH CLERK

GRANT AGREEMENT

This Agreement, dated this day of , 20__, by and between:

THE MONMOUTH MUNICIPAL JOINT INSURANCE FUND

with offices located at:

9 Campus Drive, Suite 216

Parsippany, NJ 07054

Hereinafter "JIF"

And

THE BOROUGH OF OCEANPORT, A municipal corporation

with offices located at:

910 Oceanport Way

Oceanport, NJ 07757

Hereinafter "Municipality"

W I T N E S S E T H

WHEREAS, the Monmouth Municipal Joint Insurance Fund (hereinafter "JIF") has advised that a well-trained police department acting properly and in accordance with written policies that meet the highest standards is an effective form of limiting liability and reducing operating costs; and

WHEREAS, such best practices are recognized by an accreditation from the New Jersey State Associations of Chiefs of Police in conjunction with the Commission on the Accreditation of Law Enforcement Agencies ("CALEA") and the Jersey State Associations of Chiefs of Police.

NOW, THEREFORE, it is mutually agreed to by and between the parties:

1. The JIF is willing to provide a grant to support member police departments in the process – which may include funding such serves as: provide necessary administrative services, training, advice and guidance in order to position a Police Department to obtain the accreditation.
2. The grant that the JIF is willing to provide is in an amount of \$25,000.
3. In consideration for receiving this grant from the JIF, the Mayor and Council and the Chief of Police shall agree that they will complete the accreditation process within 2.5 years (30 Months) of the date of this Agreement.
4. The Mayor and Council agree that if it were to fail to fulfill the accreditation process within the 2.5 years (30 Months) time period, it will reimburse the JIF for the cost of providing said grant for such services to the Police Department.
5. The Mayor and Council agree that if it were to fail to fulfill the accreditation process within the 2.5 years (30 Months) time period, The Grant must be paid back to the Monmouth Municipal JIF within a three-year period, after the 2.5 years (30 Months) attempted accreditation process expires.

6. The Mayor and Council agree to abide by the terms of the Grant Agreement to attain certification within 2.5 years (30 Months) years of the date of the agreement. Upon accreditation being obtained, the Monmouth Municipal JIF will use their normal accreditation discount to offset the grant.

7. If the Municipality does not achieve certification within the 2.5 years (30 Months) period, the amount of the Grant is due payable to the Monmouth Municipal JIF within a three-year period.

8. If the Municipality does not achieve the certification within the two-year period and/or leaves the Monmouth Municipal JIF before the grant is repaid in full, the amount of the grant is due immediately to the Monmouth Municipal JIF upon the date of termination to the JIF.

9. If the Municipality does not maintain re-certification required to continue to earn discounts that will be used to offset the advance funding, the balance is due and re-payable to the Fund within the three-year period following failure to maintain certification.

10. The Municipality understands that the JIF shall not be responsible nor will it commit to providing any additional funding to maintain said accreditation, however it is encouraged that the Police Department continue to renew its accreditation on an annual basis.

11. By signing this Agreement, the Mayor and Council and Police Chief agree to undertake whatever steps are necessary to obtain accreditation certification from the New Jersey Chiefs of Police. The Chief of Police and governing body of the Municipality agree to assist and support such efforts.

ATTEST:

BOROUGH OF OCEANPORT

Stephanie Kramer
Acting Borough Clerk

By: _____
Thomas J. Tvrdik, Mayor

Donna M. Phelps, Administrator

Gary J. Grimes , Chief of Police

ATTEST:

**THE MONMOUTH MUNICIPAL
JOINT INSURANCE FUND**

By: _____

**RESOLUTION OF THE BOROUGH OF OCEANPORT APPROVING MARIENE CISNEROS FOR
OCEANPORT FIRST AID MEMBERSHIP**

Resolution #2026-228

8/13/2026

WHEREAS, Mariene Cisneros, Oceanport, NJ, has submitted a Membership Application to join the Oceanport Volunteer First Aid & Rescue Squad; and

WHEREAS, the application has been approved and accepted by the Squad membership, approved by the First Aid Captain and received Police Chief designation of suitable for service,

NOW, THEREFORE, BE IT RESOLVED, by the Governing Body of the Borough of Oceanport that the First Aid Department Membership Application of Mariene Cisneros is hereby approved.

Motion:

Second:

ROLL CALL	YES	NO	ABSTAIN	ABSENT
Deerin	()	()	()	()
Gallo	()	()	()	()
Keeshen	()	()	()	()
Manna	()	()	()	()
O'Brien	()	()	()	()
Cooper	()	()	()	()
Tvrdik	()	()	()	()

I certify this to be a true copy of Resolution #2026-228 approved by the Oceanport Borough Council at the Regular Meeting held August 13, 2026

STEPHANIE KRAMER
ACTING BOROUGH CLERK

BOROUGH OF OCEANPORT

Gary Grimes
Chief of Police
Gregory Laurretta
Captain



POLICE DEPARTMENT

P.O. BOX 370, OCEANPORT, NEW JERSEY 07757

732.222.6300

Main

732.222.6301 ext 1015

Records

732.222.0945

Fax

Thursday, June 25, 2026

To: Jonathan Ryan, Oceanport First Aid
Donna Phelps, Oceanport Borough Administrator

Reference: Mariene Cisneros, First Aid Applicant

Please be advised that the record check of the above applicant for membership in a volunteer organization is complete. Our investigation has led to the following finding:

 X

The applicant is suitable for membership.

 The applicant is **NOT** suitable for membership.

If there are any further questions regarding this applicant, please contact my office.

Sincerely,

A handwritten signature in blue ink, appearing to read "Gary Grimes".

Gary Grimes
Chief of Police

Cc: file copy

**RESOLUTION OF THE BOROUGH OF OCEANPORT APPROVING LARYN CULLEN FOR
OCEANPORT FIRST AID MEMBERSHIP**

Resolution #2026-229

8/13/2026

WHEREAS, Laryn Cullen, Oceanport, NJ, has submitted a Membership Application to join the Oceanport Volunteer First Aid & Rescue Squad; and

WHEREAS, the application has been approved and accepted by the Squad membership, approved by the First Aid Captain and received Police Chief designation of suitable for service,

NOW, THEREFORE, BE IT RESOLVED, by the Governing Body of the Borough of Oceanport that the First Aid Department Membership Application of Laryn Cullen is hereby approved.

Motion:

Second:

ROLL CALL	YES	NO	ABSTAIN	ABSENT
Deerin	()	()	()	()
Gallo	()	()	()	()
Keeshen	()	()	()	()
Manna	()	()	()	()
O'Brien	()	()	()	()
Cooper	()	()	()	()
Tvrdik	()	()	()	()

I certify this to be a true copy of Resolution #2026-229 approved by the Oceanport Borough Council at the Regular Meeting held August 13, 2026

STEPHANIE KRAMER
ACTING BOROUGH CLERK

BOROUGH OF OCEANPORT

Gary Grimes
Chief of Police
Gregory Laurretta
Captain



POLICE DEPARTMENT

P.O. BOX 370, OCEANPORT, NEW JERSEY 07757

732.222.6300

Main

732.222.6301 ext 1015

Records

732.222.0945

Fax

Thursday, July 23, 2026

To: Jonathan Ryan, Oceanport First Aid
Donna Phelps, Oceanport Borough Administrator

Reference: Laryn Cullen, First Aid Applicant

Please be advised that the record check of the above applicant for membership in a volunteer organization is complete. Our investigation has led to the following finding:

 X

The applicant is suitable for membership.

 The applicant is **NOT** suitable for membership.

If there are any further questions regarding this applicant, please contact my office.

Sincerely,

A handwritten signature in blue ink, appearing to read "Gary Grimes".

Gary Grimes
Chief of Police

Cc: file copy

**RESOLUTION OF THE BOROUGH OF OCEANPORT APPROVING KEVIN KAWAS FOR
OCEANPORT FIRST AID MEMBERSHIP**

Resolution #2026-230

8/13/2026

WHEREAS, Kevin Kawas, Oceanport, NJ, has submitted a Membership Application to join the Oceanport Volunteer First Aid & Rescue Squad; and

WHEREAS, the application has been approved and accepted by the Squad membership, approved by the First Aid Captain and received Police Chief designation of suitable for service,

NOW, THEREFORE, BE IT RESOLVED, by the Governing Body of the Borough of Oceanport that the First Aid Department Membership Application of Kevin Kawas is hereby approved.

Motion:

Second:

ROLL CALL	YES	NO	ABSTAIN	ABSENT
Deerin	()	()	()	()
Gallo	()	()	()	()
Keeshen	()	()	()	()
Manna	()	()	()	()
O'Brien	()	()	()	()
Cooper	()	()	()	()
Tvrdik	()	()	()	()

I certify this to be a true copy of Resolution #2026-230 approved by the Oceanport Borough Council at the Regular Meeting held August 13, 2026

STEPHANIE KRAMER
ACTING BOROUGH CLERK

BOROUGH OF OCEANPORT

Gary Grimes
Chief of Police
Gregory Laurretta
Captain



POLICE DEPARTMENT
P.O. BOX 370, OCEANPORT, NEW JERSEY 07757

732.222.6300
Main
732.222.6301 ext 1015
Records
732.222.0945
Fax

Thursday, July 30, 2026

To: Jonathan Ryan, Oceanport First Aid
Donna Phelps, Oceanport Borough Administrator

Reference: Kevin Kawas, First Aid Applicant

Please be advised that the record check of the above applicant for membership in a volunteer organization is complete. Our investigation has led to the following finding:

 X

The applicant is suitable for membership.

 The applicant is **NOT** suitable for membership.

If there are any further questions regarding this applicant, please contact my office.

Sincerely,

A handwritten signature in blue ink, appearing to read "Gary Grimes".

Gary Grimes
Chief of Police

Cc: file copy

**RESOLUTION OF THE BOROUGH OF OCEANPORT APPROVING JULIA CLARK FOR
OCEANPORT FIRST AID MEMBERSHIP**

Resolution #2026-231

8/13/2026

WHEREAS, Julia Clark, Oceanport, NJ, has submitted a Membership Application to join the Oceanport Volunteer First Aid & Rescue Squad; and

WHEREAS, the application has been approved and accepted by the Squad membership, approved by the First Aid Captain and received Police Chief designation of suitable for service,

NOW, THEREFORE, BE IT RESOLVED, by the Governing Body of the Borough of Oceanport that the First Aid Department Membership Application of Julia Clark is hereby approved.

Motion:

Second:

ROLL CALL	YES	NO	ABSTAIN	ABSENT
Deerin	()	()	()	()
Gallo	()	()	()	()
Keeshen	()	()	()	()
Manna	()	()	()	()
O'Brien	()	()	()	()
Cooper	()	()	()	()
Tvrdik	()	()	()	()

I certify this to be a true copy of Resolution #2026-231 approved by the Oceanport Borough Council at the Regular Meeting held August 13, 2026

STEPHANIE KRAMER
ACTING BOROUGH CLERK

BOROUGH OF OCEANPORT

Gary Grimes
Chief of Police
Gregory Laurretta
Captain



POLICE DEPARTMENT

P.O. BOX 370, OCEANPORT, NEW JERSEY 07757

732.222.6300

Main

732.222.6301 ext 1015

Records

732.222.0945

Fax

Thursday, July 23, 2026

To: Jonathan Ryan, Oceanport First Aid
Donna Phelps, Oceanport Borough Administrator

Reference: Julia Clark, First Aid Applicant

Please be advised that the record check of the above applicant for membership in a volunteer organization is complete. Our investigation has led to the following finding:

 X

The applicant is suitable for membership.

 The applicant is **NOT** suitable for membership.

If there are any further questions regarding this applicant, please contact my office.

Sincerely,

A handwritten signature in blue ink, appearing to read "Gary Grimes".

Gary Grimes
Chief of Police

Cc: file copy

**RESOLUTION OF THE BOROUGH OF OCEANPORT
APPOINTMENTS TO BOARDS AND COMMITTEES**

**Resolution #2026-232
8/13/26**

WHEREAS, the Borough of Oceanport Code Chapter 29 establishes the various Boards and Committees; and

WHEREAS, there are volunteer application(s) of resident(s) interested in serving where there is an opening and having reviewed same, now therefore,

BE IT RESOLVED, that the following appointment be made by the Mayor with advice and consent of Council:

§ 29-116 WATER WATCH COMMITTEE

Andrew Gordon Unexpired 1yr Term expiring 12/31/26

The **WATER WATCH COMMITTEE** is now composed of the following members:

Richard Gruskos	1yr Term expiring 12/31/26
Dr. Jessica Gruskos	1yr Term expiring 12/31/26
Joseph Foster	1yr Term expiring 12/31/26
Joseph Stark	1yr Term expiring 12/31/26
Fred Filippone	1yr Term expiring 12/31/26
Andrew Gordon	1yr Term expiring 12/31/26
Vacant	1yr Term expiring 12/31/26
Vacant	1yr Term expiring 12/31/26

Motion:

Second:

ROLL CALL	YES	NO	ABSTAIN	ABSENT
Deerin	()	()	()	()
Gallo	()	()	()	()
Keeshen	()	()	()	()
Manna	()	()	()	()
O'Brien	()	()	()	()
Cooper	()	()	()	()
Tvrdik	()	()	()	()

I certify this to be a true copy of Resolution #2026-232
approved by the Oceanport Borough Council at the
Regular Meeting held August 13, 2026

STEPHANIE KRAMER
ACTING BOROUGH CLERK

Waiting to hear back from you M. Rao



Oceanport Borough
Monmouth County, NJ

VOLUNTEER APPLICATION



If you are interested in volunteering your time to serve your community, please complete and submit the form below. All appointments are made by the Mayor. Please attach your resume or any additional information that you think might be helpful to the Mayor in making his appointments.

First Name *	Last Name *	Email	Phone
Andrew	Gordon	angordon@microsoft.com	(908)-391-3015
Address *			
7 Main Street			
Address 2			
Unit B			
City *	State *	Zip Code *	
Oceanport	NJ	07757	
Occupation (If retired, indicate former occupation)			
Microsoft Client Director			
Upload Resume / Other			
Select Files			

AREAS OF INTEREST FOR SERVICE:

☐ Board of Health

☐ Green Team Advisory Committee

- | | |
|---|---|
| ☐ Cable & Technology Committee | ☐ Historical Committee |
| ☐ Capital Improvement Committee | ☐ Planning/Zoning Board |
| ☐ Environmental Commission | ☐ Recreation Committee |
| ☐ Flood Hazard Mitigation Committee | ☒ Water Watch Committee |
| ☐ Fort Monmouth Redevelopment AD HOC Committee | |

BACKGROUND INFORMATION

Description of why you are seeking this appointment

I am returning to Oceanport (been back 2 years) and live right behind the Fort on the body of water between the Fort and Main Street. I have also lived at the end of Port a Peck near the beach launch. I enjoy being on the water and am an avid Kayaker (Store my Kayak at Oceanport Paddle Club) We are also a member at Monmouth Beach club in the summer. I am always concerned about water conditions and the health of the River and its tributaries. Since I live on water, I see the various species of water and aquatic birds that inhabit this area, along with birds of all kinds that live off these bodies of water. I want to maintain a healthy eco systems for these birds and animals and of course feel safe swimming in all parts of the rivers and oceans. This could be a good use of my time and maybe we can use some AI tools to help with analytics and reporting.

Education Background

BA from University of Delaware '89
Political Science Major

Relevant Work/Professional Experience

No real scientific experience. Was a Boy Scout Leader and have done community type work cleaning up beaches and waterways in the past.

I have been with Microsoft 15 years primarily supporting the Health and Life Sciences customers in NJ

Involvement in Professional/Community Organizations

None in Oceanport.
Coached Princeton Little League for Years
Big Brother with BBBS
Member of Microsoft Mentor Programs
Member of Precious Blood Church in Monmouth Beach

Previous Service on any of Oceanport's Boards or Committees (Please include dates and positions)

None

Any additional comments

Would love to spend my free time helping maintain and improve one of our greatest commodities (Safe, Clean Waterways). Also make sure the Wildlife that lives here and comes back here annually can prosper. I see the swans have returned, The Osprey and of course the Gesse (Who seem to never leave) along with Fox and Deer who require the water supply to live. Thanks for the opportunity.

Signature

Date



02/24/2026

Andrew Gordon (anonymous user)
02/24/2026 1:25 PM

Oceanport Borough
f04556a0-2b65-4a60-b5eb-25c1d1eeaa2a

**RESOLUTION OF THE BOROUGH OF OCEANPORT APPROVING NINETTE CHEMTOB FOR
OCEANPORT FIRST AID MEMBERSHIP**

Resolution #2026-233

8/13/2026

WHEREAS, Ninette Chemtob, Oceanport, NJ, has submitted a Membership Application to join the Oceanport Volunteer First Aid & Rescue Squad; and

WHEREAS, the application has been approved and accepted by the Squad membership, approved by the First Aid Captain and received Police Chief designation of suitable for service,

NOW, THEREFORE, BE IT RESOLVED, by the Governing Body of the Borough of Oceanport that the First Aid Department Membership Application of Ninette Chemtob is hereby approved.

Motion:

Second:

ROLL CALL	YES	NO	ABSTAIN	ABSENT
Deerin	()	()	()	()
Gallo	()	()	()	()
Keeshen	()	()	()	()
Manna	()	()	()	()
O'Brien	()	()	()	()
Cooper	()	()	()	()
Tvrdik	()	()	()	()

I certify this to be a true copy of Resolution #2026-233 approved by the Oceanport Borough Council at the Regular Meeting held August 13, 2026

STEPHANIE KRAMER
ACTING BOROUGH CLERK

BOROUGH OF OCEANPORT

Gary J. Grimes
Chief of Police
Gregory Laurretta
Captain



POLICE DEPARTMENT
P.O. BOX 370, OCEANPORT, NEW JERSEY 07757

732.222.6300
Main
732.222.6301 ext 1015
Records
732.222.0945
Fax

Thursday, July 30, 2026

To: Jonathan Ryan, Oceanport First Aid
Donna Phelps, Oceanport Borough Administrator

Reference: Ninette Chemtob, First Aid Applicant

Please be advised that the record check of the above applicant for membership in a volunteer organization is complete. Our investigation has led to the following finding:

 X

The applicant is suitable for membership.

 The applicant is **NOT** suitable for membership.

If there are any further questions regarding this applicant, please contact my office.

Sincerely,

Gary J. Grimes
Chief of Police

Cc: file copy

**RESOLUTION OF THE BOROUGH OF OCEANPORT, COUNTY OF MONMOUTH, STATE OF
NEW JERSEY AUTHORIZING A SHARED SERVICES AGREEMENT WITH MONMOUTH
COUNTY TO PROVIDE THE ITAXMAP/COLLABORATION CENTER SYSTEM**

**Resolution #2026-234
8/13/2026**

WHEREAS, The Uniform Shared Services and Consolidation Act (C.40A:565-1, et seq.), authorizes local units of this State to enter into a contract with any other local unit(s) for the joint provision within their several jurisdictions of any service, which any party to the agreement is empowered to render within its own jurisdiction; and

WHEREAS, each municipality is to provide for the preparation of yearly revisions to the tax map under New Jersey State law N.J.A.C. 18:23A-1.1, and this legal requirement is not followed by all municipalities based on limited financial, technical and professional resources; and

WHEREAS, a County-to-Municipality shared services program would provide map conversion and maintenance services, ushering in the transition from analog to a Countywide standard of state-certified digital tax maps for all 53 municipalities; and

WHEREAS, the intent of the digital tax map shared services program is to reduce municipality costs in complying with the law and provide for the most up-to-date GIS parcel layer and tax map data for public and government stakeholders; and

WHEREAS, this service provides participating municipalities with numerous benefits, including cost-savings through economies-of-scale; reduced costs to comply with state regulations and standards; transition from analog to state-certified digital maps; streamlined editing and ongoing maintenance procedures; more accurate municipal and County-wide information; unprecedented assemblage of data made available to taxpayers, municipalities and the County; and seamless flow of tax information into GIS and additional information systems; and

WHEREAS, the Governing Body of the Borough of Oceanport having considered same believes participation in the Shared Service Agreement for Tax Map Maintenance Services through the iTaxMap/Collaboration Center System is in the best interests of the Borough and would provide for a cost savings especially considering the significant updates that will be required due to continuing redevelopment on former Fort Monmouth,

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the Borough of Oceanport, that the Shared Services Agreement for iTaxMap/Collaboration Center System is hereby approved and the Mayor and Borough Clerk are hereby authorized to execute the agreement for Shared Services with the County of Monmouth for tax map maintenance services through the iTaxMap/Collaboration Center System for an effective period through December 31, 2030 unless sooner terminated or extended.

Motion:		Second:		
ROLL CALL	YES	NO	ABSTAIN	ABSENT
Deerin	()	()	()	()
Gallo	()	()	()	()
Keeshen	()	()	()	()
Manna	()	()	()	()
O'Brien	()	()	()	()
Cooper	()	()	()	()
Tvrdik	()	()	()	()

I certify this to be a true copy of Resolution #2026-234 approved by the Oceanport Borough Council at the Regular Meeting held August 13, 2026.

STEPHANIE KRAMER
ACTING BOROUGH CLERK

**SHARED SERVICE AGREEMENT
FOR THE COUNTY OF MONMOUTH TO PROVIDE
TAX MAP MAINTENANCE**

THIS SHARED SERVICE AGREEMENT (the “Agreement”) is made this ____ day of _____, 20__ by and between the COUNTY OF MONMOUTH (hereinafter referred to as “County”), a body politic of the State of New Jersey, having its principal offices located at the Hall of Records, 1 East Main Street, Freehold, New Jersey 07728 and Borough of Oceanport in the County of Monmouth, a municipal entity of the State of New Jersey, having its principal offices located at 910 Oceanport Way, Oceanport, New Jersey 07757 (hereinafter referred to as the “municipality”).

WHEREAS, The Uniform Shared Services and Consolidation Act (C.40A:565-1, et seq.), authorizes local units of this State to enter into a contract with any other local unit(s) for the joint provision within their several jurisdictions of any service, which any party to the agreement is empowered to render within its own jurisdiction; and

WHEREAS, each municipality is to provide for the preparation of yearly revisions to the tax map under New Jersey State law N.J.A.C. 18:23A-1.1, and this legal requirement is not followed by all municipalities based on limited financial, technical and professional resources; and

WHEREAS, each physical description of a parcel of land drives the mass-appraisal calculation of the land portion of its property tax assessment, and land data inaccuracies and errors lead to poor distribution of the annual tax levy, potentially resulting in years of tax bill overpayments and underpayments; and

WHEREAS, working collaboratively through a Shared Services Agreement, the County of Monmouth and its fifty-three (53) municipalities have completed map maintenance services, ushering in the transition from analog to a Countywide standard of state-certified digital tax maps for all 53 municipalities; and

WHEREAS, the intent of the Tax Map Maintenance Shared Services Program is to reduce municipality costs in complying with the law and provide for the most up-to-date GIS parcel layer and tax map data for public and government stakeholders; and

WHEREAS, the Commissioners have approved the awarding of a contract for tax mapping in Resolution #2026-0211; and

WHEREAS, this service provides participating municipalities with numerous benefits, including: anticipated cost-savings through economies-of-scale; reduce cost to comply with state regulations and standards; weekly maintenance of parcel geometry, annual state recertification of digital maps; more consistent and accurate municipal and County-wide information; unprecedented assemblage of data made available to taxpayers, municipalities and the County; and seamless flow of tax information into GIS and additional information systems.

NOW, THEREFORE, in consideration of the above and the provisions set forth hereinafter, it is mutually agreed as follows:

IT IS AGREED:

1. Grant of Sublicense. The County hereby grants the municipality use of the Collaboration Center as provided by Civil Solutions or equivalent, under the terms of this Agreement.

2. Costs.

(a) The County shall pay the following annual maintenance costs:

Line	Component	Contractor's Proposed Cost			Cost Component Description
A	B	C	D	E	F
1	Annual Project Management Cost			\$ 44,460.00	Includes the cost of delivering the weekly GIS update file containing all changes to parcel geometry.
2	Annual Cost for Software			\$ 24,000.00	Includes all costs for proprietary or third-party software.
3	1+2 County Cost w/o Annual Recertification Cost:			\$ 68,460.00	Total fixed vendor costs paid by the County.
4	Annual Tax Map Recertification Cost	Cost Per Town \$ 600	# of Towns 53	(C x D) \$ 31,800.00	Utilize full participation for 53 towns. Variable fee for the annual recertification of each
5	3+4 Total County Cost w Annual Recertification:			\$ 100,260.00	Total fixed vendor costs including estimated annual recertification.
6	Annual Per Parcel Maintenance Fee	Cost Per Parcel *	Est. Parcels Changed 256.87	(C x D) \$ 38,530.35	The stated <i>Per Parcel Maintenance Fee</i> from Column D, will be utilized to calculate the annual billing for services rendered.
7	5+6 Total Estimate Annual Cost to be paid by the County:			\$ 138,790.35	Total estimated annual Tax Map maintenance cost including; project management, software costs, annual State recertification, countywide parcel maintenance and weekly delivery of GIS update file.

(b) The County shall pay for all costs associated with the maintenance and hosting of the iTaxMap/Collaboration applications or equivalent within the County's IT facilities.

(c) The County shall pay for all costs associated with the annual recertification of the digital tax map with the State.

(d) Pursuant to Resolution 2026-0211, the County was authorized to execute a contract with Civil Solutions to provide Tax Map maintenance, Tax Map Annual State Recertification,

GIS data maintenance and upgrades for one initial year, at a total not to exceed amount of \$138,810.00.

- (e) Any and all additional costs of releases or other future add-ons, will be mutually agreed upon by the municipalities.

3. Other Costs.

- (a) The municipality will provide the necessary personal computer(s), printer(s) and internet connection for the proper operation of iTaxMap/Collaboration Center System or equivalent. For current operating requirements, see Exhibit “A” attached.

4. iTaxMap/Collaboration Center System access through Civil Solutions or equivalent.

- (a) Each participating municipality has access to the iTaxMap/Collaboration Center system or equivalent.
- (b) Each municipality is entitled to two (2) named users accounts to access the Collaboration Center system or equivalent, one of which shall be the municipal Assessor.

5. Maintenance and Support.

- (a) The Monmouth County Office of Geographic Information Systems will procure and maintain vendor software licensing. Civil Solutions is responsible for maintenance and upgrades to the iTaxMap System.
- (b) Municipalities will have access to Civil Solutions’ technical help and support services to assist with questions regarding the iTaxMap System.
- (c) In the event of any major changes in the maintenance and support arrangements with iTaxMap System or its successor, all municipalities in good standing under this Agreement will receive prior and timely notification of such changes.

6. Copyright & Trademark Acknowledgement.

- (a) The iTaxMap System product is the exclusive property of Civil Solutions, a Division of ARH. Civil Solutions owns the title, copyright, and other intellectual property rights in web-based software. The iTaxMap System is licensed, not sold. The iTaxMap System is protected by copyright and other intellectual property laws and treaties. Except for those rights expressly granted by ARH, Civil Solutions retains all proprietary rights to the iTaxMap System.
- (b) The iTaxMap System may not be reproduced, exploited, modified, transmitted, licensed or distributed without the prior written consent of Civil Solutions. The licensee,

municipalities and other users shall not disassemble; decompile, or reverse engineer Civil Solutions products.

Copyright © 2021 Civil Solutions

All rights reserved.

7. Ownership of Images, Metadata, and Database Information.

- (a) All data, associated metadata, and database information of the municipality remain the sole property of the municipality. Monmouth shall make the Municipal Tax Map and updated GIS data available to the public without the prior written consent of the municipality.

8. Term of Agreement.

This Agreement shall be effective from January 1, 2026, through December 31, 2030, unless sooner terminated or extended.

9. Termination of Agreement.

- (a) Either party has the right to terminate this Agreement upon ninety (90) days written notice to the other party. In addition, Monmouth may terminate this Agreement, upon thirty (30) days' notice, if the municipality fails to make timely payment(s) required under this Agreement.
- (b) If the underlying agreement between Monmouth and Civil Solutions is terminated for any reason, Monmouth shall promptly notify all municipalities of such termination and the effective termination date, whereupon this Agreement shall terminate.
- (c) If the agreement between Monmouth and the municipality is terminated for any reason, upon the written request of the municipality, Monmouth shall, within sixty (60) days from the effective termination date, provide the municipality with a copy of all data and metadata stored within the iTaxMap System for the municipality ("municipality's data"). At Monmouth's discretion, delivery may be on any standard media, including, but not limited to CD, DVD or removable HDD. Upon delivery, Monmouth shall retain no custodial right or duty with regard to the municipality's data.

10. Dispute Resolution.

- (a) Monmouth agrees to continue providing the municipality access to the iTaxMap System web-based interface and all data during the pendency of a dispute.

11. Limitation of Liability/Indemnification.

- (a) The County makes no warranties, either express or implied under this Agreement. The County shall not be liable to the municipality for damages of any kind arising from the County's non-performance or flawed performance under this Agreement.
- (b) The municipality shall defend, indemnify and hold harmless the County, its officers, agents and employees from and against any and losses, costs, damages, claims, suits and/or liabilities (including counsel fees and cost of suit), to which the County may be subject by reason of any actions or inactions by the municipality, its officers, agents and employees.

12. Terms of Use and Notices.

In order to access the iTaxMap System, the municipality and its external authorized users must agree to any Terms of Use posted thereon.

13. Support Process.

The iTaxMap System Product Support process attached hereto as Exhibit "A" is incorporated herein.

14. Changes.

The terms and conditions of this Agreement may not be amended, waived or modified, except in a writing signed by the parties.

15. Force Majeure.

A party shall not be liable for any failure of or delay in the performance of this Agreement for the period of time that such failure or delay is (a) beyond the reasonable control of a party, including, without limitation, acts of God, terrorist acts, shortage of supply, breakdowns or malfunctions, interruptions or malfunctions of computer facilities, or loss of data due to power failures or mechanical difficulties with information storage or retrieval systems, labor difficulties, war, or civil unrest, and (b) materially affects the performance of any of its obligations under this agreement, and (c) could not reasonably have been foreseen or provided against. The affected party shall provide the other with prompt notice, as soon as practicable, any such delay or failure in performance occurs and keep the other party apprised of developments and mitigation effort with respect thereto. No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached the Agreement, for the delay in performance of this Agreement when and to the extent such failure or delay is caused by acts beyond the parties' control.

16. Choice of Law.

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

17. Filing of Agreement.

The County's Clerk of the Board shall file a fully executed copy of this Agreement with the Division of Local Government Services, New Jersey Department of Community Affairs in accordance with N.J.S.A. 40A:65-4(b).

18. Authority to Execute Agreement.

Each party to this Agreement represents to the other party that its governing body has taken the necessary action to authorize the execution of this Agreement.

19. Counterparts.

This Agreement may be fully executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one agreement binding upon all parties, notwithstanding that all parties have not signed the same counterpart. Such executions may be transmitted to the parties electronically or by facsimile, and such electronic or facsimile executions shall have the same force and effect as an original signature.

20. Notices.

Any notices that are provided pursuant to this Agreement shall be in writing (including facsimile and electronic transmissions) and mailed or transmitted or delivered as follows:

To Monmouth:

County of Monmouth
1 East Main Street
Freehold, NJ 07728
Attn: Teri O'Connor, Administrator
Email: Teri.O'Connor@co.monmouth.nj.us
Fax: 732-409-4820

County of Monmouth
1 East Main Street
Freehold, NJ 07728
Attn: Robert Ferragina, Shared Services Coordinator
Email: Robert.Ferragina@co.monmouth.nj.us
Fax:

To the Municipality:

Or to such other address or individual as any party may from time to time notify the other.

IN WITNESS WHEREOF, the parties have executed this Agreement.

ATTEST:

COUNTY OF MONMOUTH

TAMARA BROWN
Clerk of the Board

By: _____
THOMAS A. ARNONE
Commissioner Director

Date: _____

ATTEST:

By: _____
THOMAS J. TVRDIK
Mayor

Date: _____

Exhibit "A"

END USER PC(s)

Support Services:

- *Civil Solutions Collaboration Center is a web-centric tool that allows users to:*
 - *Input change requests; upload attachments for documentation and support*
 - *Track work order status*
 - *View completed tax map products via direct link*
 - *View backup documentation, uploaded in original order, via direct link*
 - *Track all map change requests and responsible parties*
 - *Track dates submitted, changed and state approved*

Supported Browser Versions:

- The iTaxMap System is supported in the most recent and second most recent versions of Mozilla Firefox, Microsoft Edge and Google Chrome.
- They do not support Internet Explorer 9 and below.
- JavaScript needs to be enabled on your web browser.

Suggested System Specifications for Basic Browsing:

- PC with at least 2GB of RAM, or
- Modern tablet devices, and
- Latest version of Mozilla Firefox, Microsoft Edge, or Google Chrome

Suggested System Specifications for Advanced or Professional Use:

- PC with at least 8GB of RAM, and
- Latest version of Mozilla Firefox, Microsoft Edge, or Google Chrome

Monmouth County Board of County Commissioners

Monmouth County Board of County Commissioners

Thomas A. Arnone, Director
Susan M. Kiley, Deputy Director
Dominick "Nick" DiRocco
Ross F. Licitra
Erik Anderson



Office of Shared Services
Hall of Records Annex
One East Main Street
Freehold, NJ 07728
Phone: 732-431-7460

Robert Ferragina, Director

July 8, 2026

Borough of Oceanport
Mr. Thomas J. Tvrdik
910 Oceanport Way
Oceanport, NJ 07757

Dear Thomas:

I would like to thank you for your participation in the iTax Map / Collaboration Center System agreement with the Monmouth County Office of Shared Services. As liaison to this office, I am proud to say that Monmouth County has developed one of the most successful shared services programs in New Jersey.

The County is constantly working with our shared services partners to find new ways to improve and expand our shared services program. Together, we can help reduce the heavy tax burden on New Jersey residents and preserve the high quality of life our Monmouth County residents deserve.

Through this advantageous program, municipalities, school districts, emergency services partners and institutions of higher education have reduced costs and increased efficiencies while continuing to deliver a high quality of services to their residents.

Attached, please find your new iTax Map / Collaboration Center System agreement or your review. Please execute the new agreement and email a fully authorized resolution to the Office of Shared Services for execution: Julie.vonSchirach@co.monmouth.nj.us Please note that invoices for municipal cost share will be sent separately.

Thank you again for participating in the Monmouth County Shared Services Program.

Sincerely,



Thomas A. Arnone
Commissioner Director, Monmouth County

**RESOLUTION OF THE BOROUGH OF OCEANPORT AWARDING A CONTRACT
TO COLLIERS ENGINEERING & DESIGN FOR ENGINEERING SERVICES
RELATED TO PROPOSAL DATED JUNE 26, 2026, FOR FMERA-FORT
MONMOUTH MAIN POST STORMWATER INFRASTRUCTURE
REPAIRS/REPLACEMENT – PHASE B PURSUANT TO THE MEMORANDUM OF
UNDERSTANDING BETWEEN THE BOROUGH OF OCEANPORT AND THE FORT
MONMOUTH ECONOMIC REVITALIZATION AUTHORITY (FMERA)**

Resolution #2026-235
8/13/2026

WHEREAS, the Borough Council adopted Resolution #2026-202 authorizing a Memorandum of Understanding (MOU) with the Fort Monmouth Economic Revitalization Authority (FMERA) where the Borough of Oceanport will provide engineering and related services for FMERA–Fort Monmouth Main Post Stormwater Infrastructure repair/replacement (Drainage-Phase B) for construction administration and construction inspection services; and

WHEREAS, pursuant with Resolution #2026-202, an MOU specific to the services required for the FMERA-Fort Monmouth Drainage-Phase B was approved; and

WHEREAS, the services to be provided are deemed to be "professional services" pursuant to the Local Public Contracts Law (N.J.S.A. 40:A 11-1, et seq.) and;

WHEREAS, the Local Public Contracts Law authorizes the awarding of a Contract for "professional services" without public advertising for bids, provided that the Resolution authorizing the Contract and the Contract itself, are available for public inspection in the Office of the Borough Clerk and that notice of the awarding of the Contract is published in a newspaper of general circulation in the Municipality; and

WHEREAS, Colliers Engineering & Design has submitted a proposal dated June 26, 2026 for provision of the requested services; and

WHEREAS, having considered the matter in concert with FMERA, the Borough now wishes to authorize the Borough Engineer, Colliers Engineering & Design to perform the engineering services for the proposal dated June 26, 2026, for an amount not to exceed \$76,500.00 and;

WHEREAS, funds are available for said services as indicated by the below Certification of Funds,

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of Oceanport as follows:

1. That the Borough of Oceanport has awarded a Professional Service Contract to Colliers Engineering & Design as Borough Engineer for 2026 and the work to be performed will be consistent with their existing contract and the Colliers proposal dated June 26, 2026 for engineering services related to the Borough's MOU with FMERA for FMERA-Fort Monmouth Drainage-Phase B Project.
2. That authorization is granted for an amount not to exceed \$1,040,888.00 pursuant with the MOU with FMERA.
3. That the Borough Clerk shall publish a notice of the award in the Two River Times and the resolution and contract shall remain on file in the Borough Clerk's office.
4. That a certified copy of this resolution shall be provided to FMERA's Executive Director, the Borough Administrator, the Borough Engineer and the Chief Financial Officer.

CERTIFICATION OF FUNDS

As required by N.J.A.C. 5:34-5.1 et. seq., and any other applicable requirement, I, Catherine D. LaPorta, Chief Financial Officer of the Borough of Oceanport, certify that funds are available in Budget Account #02-213-40-700-078 not to exceed \$1,040,888.00 for the above referenced professional services contract.

Catherine D. LaPorta

Catherine D. LaPorta, CFO

Motion:

Second:

ROLL CALL	YES	NO	ABSTAIN	ABSENT
Deerin	()	()	()	()
Gallo	()	()	()	()
Keeshen	()	()	()	()
Manna	()	()	()	()
O'Brien	()	()	()	()
Cooper	()	()	()	()
Tvrdik	()	()	()	()

I certify this to be a true copy of Resolution #2026-235 approved by the Oceanport Borough Council at the Regular Meeting held August 13, 2026.

STEPHANIE KRAMER
ACTING BOROUGH CLERK

June 26, 2026

VIA EMAIL

Mayor and Council Members
Borough of Oceanport
910 Oceanport Way
P.O. Box 370
Oceanport, NJ 07757

Proposal for Professional Services
Fort Monmouth Main Post Stormwater Infrastructure Repairs/Replacement – Phase B
Borough of Oceanport, Monmouth County, New Jersey
Colliers Engineering & Design Proposal No.: 25001445A

Dear Mayor and Council Members,

Colliers Engineering & Design, Inc. (CED) is pleased to submit this proposal for professional Engineering Services and Inspection Services associated with the repairs/replacement of drainage structures and associated piping that were identified as in need of repair in the reports entitled “Fort Monmouth Main Post Drainage System Study Priority 1 & 2 Areas”. The project intent is for maintenance to replace/repair only, not to upgrade the drainage system. The goal of Fort Monmouth Economic Revitalization Authority (FMERA) is to ultimately transfer ownership of the stormwater infrastructure to the respective municipality.

Given the overall scope of the project, the proposed improvements have been classified into Priority A, Priority B, and Priority C categories. The current phase, Phase B, encompasses elements from both Priority B and Priority C as detailed in the previously referenced report. Phase B will include improvements to Razor Avenue, Oceanport Way, Barton Avenue, Russel Avenue, Sanger Avenue, Fitness Center tract, and Cowan Park.

This proposal is divided into four sections as follows:

Section I – Scope of Services

Section II – Business Terms and Conditions

Section III – Technical Staff Hourly Rate Schedule and Reimbursable Expenses

Section IV – Client Contract Authorization

The order in which the following scope of services is presented generally follows the sequence in which the project will be accomplished; however, depending on the project, the various authorized services contained in this proposal may be performed in a sequence as deemed appropriate by Colliers Engineering & Design, Inc. to meet project schedules.

Section I – Scope of Services

Based on our conversations and information noted above, we propose to complete the following:

PHASE 1.0 CONSTRUCTION ADMINISTRATION AND CONSTRUCTION INSPECTION SERVICES

CED will perform Construction Administration and Construction Inspection services during the period of the contract. It is anticipated that the contracts will provide a construction period of three (3) months. Full-time and part-time construction observation services will be provided on an as-needed basis throughout construction activities up to and including final inspections. CED will check on the Contractor's compliance with the contract documents and provide monthly status reports and recommendations regarding payment applications. The following scope is included in this proposal:

- Coordinate and attend a project pre-construction meeting, prepare meeting minutes and the Notice to Proceed;
- Provide minor plan changes, discussions and/or negotiations with authoritative agencies based upon actual field conditions;
- Provide site visits at a frequency necessary to ensure Contractor's compliance with the Contract Documents;
- Provide photographs of work in progress;
- Review shop drawings provided by the Contractor and/or provide engineering redesign if needed to adapt to actual field conditions;
- Review and monitor the construction schedule provided by the Contractor. Coordinate progress meetings as necessary with all stakeholders;
- Prepare inspection reports and regular progress reports;
- Project Closeout, including punchlists, final submittals, project certifications, etc.; and,
- Prepare change orders and invoice review.

Phase 1.0 Estimated Cost-Plus Budget **\$75,000.00**

REIMBURSABLE EXPENSES FEE

Printing and reproduction, overnight mail service and postage costs are not included in the fees and will be added to each monthly invoice.

Reimbursable Expenses Estimated Cost-Plus Budget **\$1,500.00**

Schedule of Fees

For your convenience, we have broken down the total estimated cost of the project into the categories identified within the scope of services.

Phase Name	Fee
PHASE 1.0 CONSTRUCTION ADMINISTRATION AND CONSTRUCTION INSPECTION SERVICES	\$ 75,000.00
REIMBURSABLES EXPENSES FEE COST PLUS BUDGET	\$ 1,500.00
TOTAL FEE	\$ 76,500.00

Exclusions and Understandings

Services relating to the following items are not anticipated for the project or cannot be quantified at this time. Therefore, any service associated with the following items is specifically excluded from the scope of professional services within this agreement:

- Any items not specifically defined in the aforementioned Scope of Services;
- Construction Testing Services - Expenses incurred for services, equipment, and facilities not furnished by CED are charged to FMERA at cost plus an up-charge not to exceed 25 percent of the invoice for said work;
- Exploratory or testing services, interpretations, or conclusions related to determination of potential chemical, toxic, radioactive or other type of contaminants on site; and,
- Topographic and Underground GPR Surveys.

If an item listed herein, or otherwise not specifically mentioned within this agreement, is deemed necessary, CED may prepare an addendum to this agreement for your review, outlining the scope of additional services and associated professional fees regarding the extra services.

Section II – Business Terms and Conditions

The Business Terms and Conditions are in accordance with the original yearly contract executed with the Borough of Oceanport.

Section III – Rate Schedule

The 2025 Rate Schedule on file with FMERA shall be utilized for the above services.

Section IV – Client Contract Authorization

I hereby declare that I am duly authorized to sign binding contractual documents. I also declare that I have read, understand, and accept this contract.

Signature

Date

Printed Name

Title

If you find this proposal acceptable, please sign where indicated above in Section IV, and return one signed copy to this office. Alternatively, please provide a copy of a Resolution or Purchase Order approving this proposal, which shall constitute authorization. This proposal is valid until September 30, 2026.

We very much appreciate the opportunity of submitting this proposal and look forward to performing these services for you.

Sincerely,

Colliers Engineering & Design, Inc.



William H.R. White, III, P.E., P.P., CME, CFM, CPWM
Principal

WHW/ rb

cc: Laura Drahushak, FMERA (via email)
Joseph Fallon, FMERA (via email)
Regina McGrade, FMERA (via email)
Stephanie Kramer, Acting Oceanport Borough Clerk (via email)

R:\Projects\2025\25001445A\Proposals\Drainage improvements\260626_whw_Tvrdik_FMERA Stormwater Infrastructure Repairs-Replacement Phase B.docx

**RESOLUTION OF THE BOROUGH OF OCEANPORT AMENDING THE
COMPENSATION OF CERTAIN OFFICIALS AND EMPLOYEES OF THE BOROUGH
OF OCEANPORT FOR 2026**

**Resolution #2026-236
08/13/2025**

WHEREAS, pursuant to N.J.S.A. 40A:9-165, the Borough must set salaries for non-contractual officers and employees, statutory employees and elected officials not directly subject to duly adopted collective bargaining agreements by separate ordinance; and

WHEREAS, the Mayor and Council of the Borough of Oceanport adopted an Ordinance entitled “An Ordinance to Fix and Determine the Salaries of Certain Borough Officials” passed and approved on March 16, 1939, and as subsequently amended; and

WHEREAS, the Ordinance provides certain salary ranges for the positions set forth; and

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and Council of the Borough of Oceanport hereby authorizes the Borough Administrator to implement the following titles and salaries for the calendar year 2026 as appropriate; and

BE IT FURTHER RESOLVED, by the Mayor and Council of the Borough of Oceanport, County of Monmouth, State of New Jersey that the Borough Clerk is hereby directed to forward a copy of this Resolution to the Chief Financial Officer, Borough Administrator and Payroll Clerk.

SECTION 1. Administration & Finance		2026
Borough Administrator	Donna M. Phelps	\$140,000.00
Deputy Borough Administrator	Kimberly Jungfer	\$ 50.00/hr.
Acting Borough Clerk	Stephanie Kramer	\$ 75,190.00
Deputy Borough Clerk	Kathleen Cassidy	\$ 58,590.00
SECTION 2. Statutory Employees (N.J.S.A.40A.9-165)		
Chief Financial Officer	Catherine LaPorta	\$140,000.00
Tax Assessor	John Butow	\$ 80,000.00
Tax Collector	Jason Sutton	\$ 70,000.00
SECTION 3. Department of Public Works		
Public Works Manager	Kelly O’Toole	\$ 76,593.75
Assistant Foreman	Jorge Segura	\$ 66,950.00
Laborer 1	Michael Natale	\$ 56,650.00
Laborer 2	Daniel Swoope	\$ 41,200.00
Laborer – Hourly	Mauro Baldanza	\$ 31.00/hr.
Laborer – Hourly	Robert Berg	\$ 26.00/hr.
Laborer – Hourly	Jared Carroll	\$ 22.00/hr.
Laborer – Hourly	John Carroll	\$ 31.00/hr.
Laborer – Hourly	Thomas Fleming	\$ 26.00/hr.

SECTION 3. Department of Public Works – Continued

Laborer – Hourly	Sal Lagrotteria	\$ 23.00/hr.
Laborer – Hourly	Michael Scarpino	\$ 45.00/hr.
Laborer – Hourly	Wes Sherman	\$ 31.00/hr.
Laborer – Hourly	Demetrio Zarate	\$ 31.00/hr.
Laborer – Seasonal - Snow	Shane Carroll	\$ 25.00/hr.
Laborer – Seasonal - Snow	Kyle Crochet	\$ 25.00/hr.
Laborer – Seasonal	James Miller	\$ 20.00/hr.
Laborer – Seasonal - Snow	Henry Murphy	\$ 25.00/hr.
Laborer – Seasonal – Snow	Christopher Petrillo	\$ 25.00/hr.
Laborer – Seasonal – Snow	Steve Tagerty	\$ 25.00/hr.

SECTION 4. Municipal Court

Municipal Court Judge	John Patti	\$ 22,021.40
Municipal Prosecutor	James Butler	\$ 14,286.10
Court Administrator	Gianna Tafuri	\$ 92,000.00
Deputy Court Administrator	Sharon O’Conner	\$ 63,000.00
Deputy Court Admin. – Call Outs	Sharon O’Conner	\$ 75.00/per
Administrative Assistant	Catherine A. Parrino	\$ 30.00/hr.
Violations Clerk	Stacey La Bruno	\$ 46,350.00
Public Defender-Per Defendant	David Gardener	\$ 200/per
Public Defender-Per Defendant	Kevin Moriarty	\$ 200/per

SECTION 5. Recreation and Education

Recreation Coordinator	Kelle Burrough	\$ 65,000.00
Library Aide	Arlene Welch	\$ 15.92/hr.

SECTION 6. Planning and Development

Planning Board Secretary	Stephanie Kramer	\$ 14,000.00
Construction Official	Michael Thulen	\$149,595.38
Assistant Construction Official	Django Wiegiers	\$ 26,823.13
Building Sub Code Official/Inspector	Anthony Montagna	\$ 91,670.00
Electrical Sub Code Official/Inspector	Michael Horton	\$ 97,850.00
Electrical Inspector	Thomas Klich	\$ 47.00/hr.
Fire Sub Code	Django Wiegiers	\$ 13,316.24
Acting Fire Sub Code/Inspector	Anthony Vecchio	\$ 55.00/hr.
Fire Inspector	David Olsen	\$ 45.00/hr.
Plumbing Sub Code Official	John Palmer	\$ 61,800.00
Plumbing Inspector	Donald Baldwin	\$ 47.00/hr.
Technical Ass’t.-Construction Official	Carolyn Eckart	\$ 90,151.00
Technical Ass’t.-Construction Official	Barbara Anselmi	\$ 54,698.15
Technical Ass’t.-Construction Official	Jessica Fornarotto	\$ 61,650.00
Housing Inspector	Timothy Griffin	\$ 8,776.95
Code Enforcement Officer	Kelly O’Toole	\$ 10,651.63
Zoning Officer	Michael Thulen	\$ 7,150.00

SECTION 7. Board of Health

Registrar	Jason Sutton	\$ 2,083.21
Deputy Registrar	Catherine LaPorta	\$ 594.87
Secretary	Jason Sutton	\$ 636.87

SECTION 8. Emergency Management

Emergency Management Coordinator	Mauro Baldanza	\$ 6,582.73
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SECTION 9. Clerical

Administrative Ass't., Clerk's Office	Kim Parent	\$ 31.00/hr.
Administrative Ass't., Construction	Renee Dalton	\$ 24.00/hr.
Administrative Ass't., Finance	Val Grigorian	\$ 50,000.00
Administrative Ass't., Finance	Jason Sutton	\$ 10,000.00
Administrative Ass't., Zoning	Carolyn Eckart	\$ 7,150.00
Administrative Ass't., Tax Assessor	Bobby Connors	\$ 11,072.50
Administrative Ass't., Recreation	August Zilincar	\$ 18.00/hr.

SECTION 10. Public Safety

Chief of Police, Contractual	Gary Grimes	\$175,215.87
Administrative Ass't. PD Records Clerk	Christina Burrough	\$ 52,500.00
Class III Special Law Enforcement	James Gomez	\$ 38.00/hr.
Class II Special Law Enforcement	Steven Markos	\$ 22.50/hr.
Class II Special Law Enforcement	Joseph Teresi	\$ 22.50/hr.
School Crossing Guards, each (8)		\$ 10,800.00

SECTION 11. Casual Labor

SECTION 12. Fire Prevention Bureau

Fire Official	Timothy Griffin	\$ 31,930.00
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SECTION 13. Elected Officials

Mayor	\$ 0.00
Councilpersons Elected Post 2006 (5)	\$ 0.00
Councilpersons Elected Pre-2006 (1)	\$ 1,500.00

Motion:

Second:

ROLL CALL	YES	NO	ABSTAIN	ABSENT
Deerin	()	()	()	()
Gallo	()	()	()	()
Keeshen	()	()	()	()
Manna	()	()	()	()
O'Brien	()	()	()	()
Cooper	()	()	()	()
Tvrdik	()	()	()	()

I certify this to be a true copy of Resolution #2026-236 approved by the Oceanport Borough Council at the Regular Meeting held August 13, 2026.

STEPHANIE KRAMER
ACTING BOROUGH CLERK

**RESOLUTION OF THE BOROUGH OF OCEANPORT
AUTHORIZING THE PURCHASE OF EQUIPMENT FOR THE OCEANPORT VOLUNTEER FIRST AID
SQUAD UNDER THE SOURCEWELL COOPERATIVE PURCHASING AGREEMENT FOR THE
PURCHASE OF A STRETCHER FROM STRYKER (CO-OP CONTRACT #041823-STY)**

**Resolution #2026-237
08/13/26**

WHEREAS, pursuant to N.J.S.A 52:34-6.2(b)(3) the Borough of Oceanport has authorized the use of Sourcewell Co-Op, to contract with various vendors for goods and services; and

WHEREAS, N.J.S.A 52:34-6(b)(3) permits the award of a contract without the necessity of competitive bidding; and

WHEREAS, the Oceanport Volunteer First Aid Squad needs to replace its Stretcher to aid in first aid calls which is available through the Sourcewell Cooperative EMS Equipment contract; and

WHEREAS, Stryker Sales, LLC is an authorized vendor under Sourcewell CO-OP #041823-STY for the sale of one (1) 6507 Power Pro 2 Stretcher, freight and delivery for the total amount of \$35,002.23; and

WHEREAS, the Chief Financial Officer has certified that funds are available for the purpose stated herein,

NOW, THEREFORE, BE IT RESOLVED, by Mayor & Council of the Borough of Oceanport authorization is hereby approved for the purchase of one (1) 6507 Power Pro 2 Stretcher, freight and delivery from Stryker Sales, LLC under Sourcewell CO-OP #041823-STY for a total expenditure of \$35,002.23.

BE IT FURTHER RESOLVED that a certified copy of this Resolution shall be supplied to the Borough Administrator, the First Aid Captain and Chief Financial Officer.

CERTIFICATION OF FUNDS

As required by N.J.A.C. 5:34-5.1 et. seq., and any other applicable requirement, I, Catherine D. LaPorta, Chief Financial Officer of the Borough of Oceanport, certify that there are sufficient funds available in Account #01-201-44-900-903, not to exceed \$35,002.23 for the stated purposes.


Catherine D. LaPorta, CFO

Motion:	Second:			
ROLL CALL	YES	NO	ABSTAIN	ABSENT
Deerin	()	()	()	()
Gallo	()	()	()	()
Keeshen	()	()	()	()
Manna	()	()	()	()
O'Brien	()	()	()	()
Cooper	()	()	()	()
Tvrdik	()	()	()	()

I certify this to be a true copy of Resolution #2026-237 approved by the Oceanport Borough Council at the Regular Meeting held August 13, 2026

STEPHANIE KRAMER
ACTING BOROUGH CLERK



power pro 2 2026

Quote Number:11013059

Version:1

Prepared For:OCEANPORT FIRST AID RESCUE SQUAD

Attn:

Remit to:Stryker Sales, LLC

21343 NETWORK PLACE

CHICAGO IL 60673-1213

USA

Division:Medical

Rep:Diana Campanaro

Email:diana.campanaro@stryker.com

Phone Number:

Quote Date:07/22/2026

Expiration Date:10/20/2026

Contract Start:10/30/2024

Contract End:10/29/2025

Delivery Address		Sold To - Shipping		Bill To Account	
Name:	OCEANPORT FIRST AID RESCUE SQUAD	Name:	OCEANPORT FIRST AID RESCUE SQUAD	Name:	BOROUGH OF OCEANPORT
Account #:	20057089	Account #:	20057089	Account #:	20081017
Address:	910 OCEANPORT WAY	Address:	910 OCEANPORT WAY	Address:	POBox 370
	OCEANPORT		OCEANPORT		OCEANPORT
	New Jersey 07757-1460		New Jersey 07757-1460		New Jersey 07757-0370

Equipment Products:

#	Product	Description	Qty	Sell Price	Total
1.0	650705550001	6507 POWER PRO 2, HIGH CONFIG	1	\$37,352.23	\$37,352.23
Equipment Total:					\$37,352.23

Trade In Credit:

Product	Description	Qty	Credit Ea.	Total Credit
TR-SPCOT-PP2	TR-SYK PCOT TO PP2	1	-\$5,000.00	-\$5,000.00
TR-FMCOT-PP2	TR-FERNO MCOT TO PP2	1	-\$1,370.00	-\$1,370.00

ProCare Products:

#	Product	Description	Months	Qty	Sell Price	Total
3.1	POWERPRO-PROCARE	Power Pro 2 for 6507 POWER PRO 2, HIGH CONFIG	36	1	\$4,020.00	\$4,020.00
		10/31/2024 - 10/30/2027				
		✓ Parts, Labor, Travel ✓ Preventative Maintenance ✓ Batteries Service				
ProCare Total:						\$4,020.00



power pro 2 2026

Quote Number: 11013059

Version: 1

Prepared For: OCEANPORT FIRST AID RESCUE SQUAD

Attn:

Remit to: Stryker Sales, LLC
21343 NETWORK PLACE
CHICAGO IL 60673-1213
USA

Division: Medical

Rep: Diana Campanaro

Email: diana.campanaro@stryker.com

Phone Number:

Quote Date: 07/22/2026

Expiration Date: 10/20/2026

Contract Start: 10/30/2024

Contract End: 10/29/2025

Price Totals:

Estimated Sales Tax (0.000%):	\$0.00
Shipping and Handling:	\$0.00
Grand Total:	\$35,002.23

Comments:

Prices: In effect for 30 days

Terms: Net 30 Days

Shipping & Handling Includes:
Standard freight, special packaging, semi rigging cranes, labor & delivery of equipment to final location, removal of all packaging, pre-delivery site check, education/training

Terms and Conditions:
Deal Consummation: This is a quote and not a commitment. This quote is subject to final credit, pricing, and documentation approval. Legal documentation must be signed before your equipment can be delivered. Documentation will be provided upon completion of our review process and your selection of a payment schedule. Confidentiality Notice: Recipient will not disclose to any third party the terms of this quote or any other information, including any pricing or discounts, offered to be provided by Stryker to Recipient in connection with this quote, without Stryker's prior written approval, except as may be requested by law or by lawful order of any applicable government agency. A copy of Stryker Medical's terms and conditions can be found at https://techweb.stryker.com/Terms_Conditions/index.html.

**Solicitation Number: 041823****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Stryker Sales, LLC, through its Medical Division, 11811 Willows Road NE, Redmond, WA 98052 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Critical Care and EMS Equipment from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.

EXPIRATION DATE AND EXTENSION. This Contract expires June 30, 2027, unless it is cancelled sooner pursuant to Article 22. This Contract allows up to three additional one-year extensions upon the request of Sourcewell and written agreement by Supplier. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

B. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Supplier warrants that (i) Supplier has good title to Equipment shipped directly to Participating Entities, free of all liens, claims, and encumbrances; (ii) the Equipment will, at the time of manufacture, in all material respects have been manufactured in conformance with the Equipment specifications; and (iii) the Equipment will in all material respects, at the time of shipment, meet the technical specifications set forth in the FDA-approved or cleared labeling. EXCEPT AS SET FORTH IN THE IMMEDIATELY PRECEDING SENTENCE, SUPPLIER HEREBY EXPRESSLY DISCLAIMS ANY AND ALL EXPRESS OR IMPLIED WARRANTIES REGARDING THE PRODUCTS INCLUDING, BUT NOT LIMITED TO, AND FITNESS FOR A PARTICULAR PURPOSE.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal. If the Agreement is a multi-year contract, Supplier may increase pricing no more than once annually. Such price increase shall be incorporated by amendment to this Agreement and signed by Sourcewell and Supplier.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned in accordance with the return policy, incorporated by reference, at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products within thirty (30) days after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity. All shipping will be FOB destination, freight prepaid and added to the invoice.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. **SALES TAX.** Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. **HOT LIST PRICING.** At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product

Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States; such as federal, state, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. **ORDERS AND PAYMENT.** To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract. Payment terms are net thirty (30).

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. **BUSINESS REVIEWS.** Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. **CONTRACT SALES ACTIVITY REPORT.** Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. AUDIT. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. ASSIGNMENT. Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. **CONTRACT COMPLETE.** This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any third-party claims or causes of action incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. The foregoing indemnification does not apply to any claims arising from: (i) the combination of any Stryker Product with one or more non-Stryker products wherein such combination is the sole basis of the claim; (ii) the use of the Products contrary to their labeling, manuals, and/or instructions for use or (iii) modification of any Product by any person other than Stryker without Stryker's express written authorization. Stryker will have no liability hereunder unless it is notified promptly of any such claim and given control of the defense and any settlement thereof; however, any claim that obligates Sourcewell for payment of any kind may not be settled without prior consultation and written approval by the Sourcewell Board of Directors. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell

under this Contract and as it applies to all data created, collected, received, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:

Subject to Section 13(B), Sourcewell grants to Supplier a royalty-free, non-exclusive right and license to use the trademark(s) provided to Supplier in certain advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier for use in the United States only and solely in the format provided in Exhibit A. For the avoidance of doubt, the license granted by Supplier to Sourcewell shall be limited to the following promotional materials:

- i. Sourcewell's Contract Directory located on Sourcewell's website and/or in a printed format for distribution by Sourcewell;
- ii. Sourcewell's Cooperative Purchasing (through Buy Sourcewell) located on Sourcewell's website;
- iii. Tradeshow or other conference banners prepared and approved by Sourcewell;
- iv. Award announcement emails; and
- v. Any reseller or distributor advertising or promotional flyers for distribution by Sourcewell.

2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. The sublicense granted hereunder will be subject to the terms and conditions of this Article and shall not exceed the rights granted pursuant to Section 1.b. of this Article 13. A party shall approve each use of the other party's trademarks by its respective Permitted Sublicensees. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

- a. Neither party may alter the other party's trademarks from the form provided and must immediately comply with removal requests as to specific uses of its trademarks or logos.
- b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Each party must return all

marketing and promotional materials, including signage, provided by the other party or dispose of it according to requesting party's written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers to Participating Entities that offer Equipment, Products, or Services available under this Contract and utilizes the terms of this Contract while offering pricing lower than this Contract, must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. **REQUIREMENTS.** At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the term of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with the following required coverage and limits of insurance:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in the required amounts listed below:

Required limits:

\$2,000,000 each accident for bodily injury by accident

\$2,000,000 policy limit for bodily injury by disease

\$2,000,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office (“ISO”) Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. Coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Required Limits:

\$3,000,000 each occurrence Bodily Injury and Property Damage

\$2,000,000 Personal and Advertising Injury

\$4,000,000 aggregate for products liability-completed operations

\$4,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Required Limits:

\$3,000,000 each accident, combined single limit

4. *Umbrella Insurance.*

Intentionally omitted

5. *Network Security and Privacy Liability Insurance.* During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier’s network security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Required limits:

\$2,000,000 per occurrence or claim

\$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be issued by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to include Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to vicarious liability of Sourcewell and/or its Participating Entities which may arise out of activities, "operations," or "work" performed by Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that except with respect to any claim or loss that arise from the negligence or willful misconduct of Sourcewell and/or its Participating Entities, the commercial general liability insurance coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the workers' compensation and employer's liability and commercial automobile liability insurance policies required by this Contract. The waiver must apply to all deductibles and/or self-insured retentions applicable to such insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION INTENTIONALLY OMITTED.

F. SELF-INSURANCE. Notwithstanding any other insurance requirements within this Agreement to the contrary, to the extent allowed by applicable law or regulation, Supplier shall be permitted to comply with these insurance requirements through a program of self-insurance

19. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

This Agreement is the entire, final, complete, and fully integrated agreement between Sourcewell **and** Supplier for the benefit of any Participating Entity with respect to the subject matter hereof and supersedes any prior agreements or communications between the parties, whether written, oral, electronic or otherwise.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal

Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

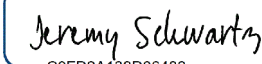
22. CANCELLATION

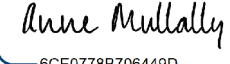
Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

041823-STY

Sourcewell

Stryker Sales, LLC, through its Medical
Division

DocuSigned by:

By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 9/14/2023 | 4:41 PM CDT

DocuSigned by:

By: 6CE0778B706449D...
Anne Mullally
Title: Vice President and General Manager
Date: 9/15/2023 | 6:56 AM PDT

Approved:

DocuSigned by:

By: 48BAF71B0894454...
Chad Coquette
Title: Executive Director/CEO
Date: 9/15/2023 | 8:58 AM CDT

Exhibit A

Stryker Trademark Usage



Logo position, spacing and size

Position

- Stryker logo must appear prominent and not compete with word marks, surrounding text, images or other visual elements.
- Our preferred logo placement is horizontal; however, Sourcewell can position Stryker logo vertically.
- When horizontally positioned, place Stryker logo in either the top left or top right corner of the layout.
- When horizontally positioned, Stryker prefers Sourcewell places Stryker logo above all other text and in a position that doesn't appear aligned with any visual elements other than a color field and/or dimensional frame.
- When vertically positioned, Stryker logo must be the most dominant element on the layout (for example, up the side of a trade show banner).
- Avoid overuse of Stryker logo by using only one logo per layout and refrain from using our logo multiple times across a multi-page document.
- Stryker logo must appear on the first page or section of a document.

Clear space

- Provide clear space around our logo to clearly identify it as our master brand.
- The diagram below demonstrates the minimum space required; clear space is equal to 1.5 times the height of our logo.

Minimum size

- When using Stryker logo, maintain a minimum size of 1" (25.4mm) in print applications to maintain brand presence.
- The goal is to maximize the size of Stryker logo in proportion to the size of the layout.



Clear space



1" (25.4mm)

Minimum size

Do not:

- use any color except black for Stryker logo.
- use Stryker logo with a registration mark (*).
- show Stryker logo upside down or reflected.
- angle or tilt except at a 90° angle.
- violate clear space in any way.
- show Stryker logo at minimum size in a large-scale layout.
- show Stryker logo oversized on a layout relative to the scale of the other visual elements.
- use Stryker logo with other text; instead, spell out "Stryker" or "Stryker's" when [using Stryker name](#).
- translate Stryker logo; however, Sourcewell can translate our Stryker in text.
- include Stryker logo as part of another trademark or service mark.
- alter any part of Stryker logo.
- skew or distort Stryker logo.
- animate Stryker logo; except in videos.
- add a line above or below Stryker logo.
- crop Stryker logo.
- use Stryker logo at a low resolution.
- use Stryker logo vertically with text that has more dominance.
- add shadows or shading.
- add a border.
- use an outline.
- use on unapproved background colors.
- place in a shape (for example, a circle or triangle) unless placed on a square or rectangular.
- place business, function, region, service names or word marks on the same line as Stryker logo.

RFP 041823 - Critical Care and EMS Equipment

Vendor Details

Company Name: Stryker Sales, LLC

Does your company conduct business under any other name? If yes, please state: Howmedica Osteonics Corp

Address: 2825 Airview Blvd.
Kalamazoo, MI 49002

Contact: Ted Harris

Email: ted.harris@stryker.com

Phone: 615-512-4890

HST#: 38-2902424

Submission Details

Created On: Monday March 06, 2023 16:19:47

Submitted On: Friday April 14, 2023 13:58:59

Submitted By: Bobby Flanagan

Email: Robert.Flanagan@stryker.com

Transaction #: 34aa1fbb-1f4f-420c-825f-d4a930e802a5

Submitter's IP Address: 64.208.103.178

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Stryker Sales, LLC, through its Medical Division	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Stryker Sales, LLC, through its Medical Division	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Not applicable	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	75AF1, [No CAGE code for SYK SALES CORP; All Govt Contracts through SYK Corp]	*
5	Proposer Physical Address:	11811 Willows Road NE Redmond, WA, 98052	*
6	Proposer website address (or addresses):	https://www.stryker.com/us/en/emergency-care.html	*
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Jennifer Collins Manager, Strategic Pricing and Contracts Tel: 425 867 4685 Email: jennifer.collins@stryker.com Address: 11811 Willows Road NE Redmond, WA, 98052	*
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Ted Harris, Manager, Strategic Accounts Tel: 615 512 4890 Email: ted.harris@stryker.com Address: 11811 Willows Rd. NE, Redmond, WA 98052	*
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Maggie Wang, Associate Manager, Bids & Proposals Tel: 425-867-4216 Email: maggie.wang1@stryker.com Address: 11811 Willow Rd NE, Redmond, WA 98052	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	
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10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	About Stryker Stryker is one of the world's leading medical technology companies and, together with our customers, is driven to make healthcare better. We offer innovative products and services in Orthopaedics, Medical and Surgical, and Neurotechnology and Spine that help improve patient and hospital outcomes. As the pioneer in portable defibrillation and monitoring technology, Stryker's Emergency Care business continues to define the standard for cardiac emergency care equipment, solutions and services. We are the world leader in developing, manufacturing, selling and servicing emergency care products. The company pioneered defibrillation technology over 68 years ago and continues to design and develop advanced emergency medical devices for in-hospital and out-of-hospital use. The company's LIFEPAK defibrillators have been carried to the top of Mount Everest and launched into orbit on the International Space Station. More than 800,000 units are in use today on fire and rescue rigs, ambulances, hospital crash carts and in thousands of public access locations worldwide. Global Presence Stryker serves a global market of thousands of customers in over 100 countries that use our products every day to protect their communities. We are well-positioned to continue serving the worldwide medical community for generations to come. Stryker Emergency Care employs over 1,000 team members worldwide. Approximately 700 of these team members are based in Redmond, WA. Vision and Mission We have been involved in emergency medical care for more than 68 years and lead the industry in developing products that monitor or treat patients in emergency medical situations. We develop technologies and design devices according to the unique needs of our customers and our goal is to provide complete solutions for cardiorespiratory emergencies. Everything is designed for customers, to work with them- whether it is accessories, disposables, flexible energy dosing or data management solutions that help them capture patient data and learn from it to improve patient care. Our approach to product development is with the values our customers expect front and center: quality, innovation, durability and reliability. We hold ourselves to rigorous quality and innovation standards, and firmly believe that good enough is never good enough when you are talking about devices used on a daily basis in a variety of emergency care environments. We are always innovating our product and clinical technologies and looking for ways to improve our processes— because our customers and their patients depend on it. MISSION: Together with our customers, we make healthcare better.	*
11	What are your company's expectations in the event of an award?	If Stryker is the winner, Stryker will negotiate in good faith mutually beneficial terms following award issuance.	*
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Stryker Corporation Annual Report has been uploaded to the attachment section. Stryker Sales, LLC, through its Medical Division is a wholly owned affiliate of Stryker Corporation.	*
13	What is your US market share for the solutions that you are proposing?	In 2022, our prehospital business captured 69% of market share. We are unique in that we have solutions that equip the back of the ambulance with everything from monitor/defibrillators, to cots and fasteners, to data solutions, and beyond. We are unmatched when it comes to the breadth of products and service that we can provide our customers. Our flagship product lines have captured majority market share in their respective categories as described below: • LIFEPAK 15 (monitor/defibrillators in pre-hospital): 55% • LIFEPAK CR2, HeartSine (AEDs in pre-hospital and public access): 30% • Transport equipment (cots, fasteners, chairs in prehospital): 94% • LUCAS 3 (mechanical chest compression systems in pre-hospital): 80%	*
14	What is your Canadian market share for the solutions that you are proposing?	This submittal reflects U.S. proposal and applies to US participating entities only. Products, services and T&Cs outside the U.S. may vary by country. Please refer to Proposal submitted by Stryker Canada team for information.	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No. Stryker has never petitioned for bankruptcy protection. Instead, the whole Stryker corporation has persevered, delivered outstanding sales growth and made progress on our strategy for many years, making the Stryker brand stronger than ever.	*

16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Stryker is the manufacturer and service provider of equipment as proposed in this RFP. All technical support, trainings and education, ProCare services will be conducted by Stryker employees. No third party like distributor/dealer/reseller will be involved.	*
17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Stryker's Medical division certifies that it is the original equipment manufacturer (OEM) or sole source distributor of parts for Emergency Care products. All parts are either manufactured by Stryker or outside suppliers and are new, tested and approved for use on Stryker's products. Our field service team uses OEM parts for repairs and has exclusive use of certain proprietary tools for diagnostics and repairs. Please refers to Section 6 of the pdf. proposal for relevant sole source certifications.	*
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	No suspension or Debarment applies to Stryker.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
19	Describe any relevant industry awards or recognition that your company has received in the past five years	At Stryker, we owe our achievements to our dedicated employees. Below are some recent honors we've received for our business results, workplace culture and philanthropic activities: • 2022 Best Workplaces for Millennials: : Great Places to Work • 2022 Best Workplaces in Manufacturing and Production: : Great Places to Work • 2022 100 Best Companies to Work For: : Great Places to Work • 2022 Best Workplaces Canada: Great Places to Work • 2022 World's Best Workplaces: Great Places to Work • 2022 Don Clifton Strengths-Based Culture Award • 2022 Best Places to Work for LGBTQ+ Equality: 100% Corporate Equality Index • 2021 Military Friendly Employer: Silver • 2021 Reader's Choice A Top 50 Employer: Woman Engineer Magazine • 2021 Reader's Choice A Top 50 Employer: Minority Engineer Magazine • 2022 Companies that Care: People Magazine • 2021 Change the Future: Fortune Please see a full list of company awards at this link: www.stryker.com/us/en/about/awards/awards.html	*
20	What percentage of your sales are to the governmental sector in the past three years	75-80%	*
21	What percentage of your sales are to the education sector in the past three years	2-3%	*
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	NASPO (No Transport on Contract) 2020:\$15.3M, 2021: \$15.4M, 2022: \$15.9M Savvik(Treatment and Transport) 2020: \$5.3M 2021: \$14.2M 2022: \$16.5M	*
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	GSA Contract: Federal Supply Schedule (FSS) 2020: \$61.6M 2021: \$66.8M 2022: \$51M SOSA Contract: none	*

Table 4: References/Testimonials

Line Item 24. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Mount Vernon Fire Dept.	Deborah Norman	(914)490-0131 Email: dnorman@cmvny.com	*
Sable Altura Fire Dept.	Chief Rich Solomon	(303)364-7187 Email: Solomon.Rich@sablealturafire.org	*
Akron Fire and EMS	Chief Chris Karakis	(330)903-1101 (mobile)	*

Table 5: Top Five Government or Education Customers

Line Item 25. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
NEW YORK CITY FIRE DEPT AND MED EQUIP	Government	New York - NY	FDNY replaced their Philips defibrillators with LIFEPAK 15s and LIFEPAK CR2s, and replaced Ferno cots with Stryker power stretchers and loading systems.	\$35,697	\$39,767,262	*
NEW YORK CITY OFFICE OF EMER AND MGMT	Government	New York - NY	Purchased LIFEPAK 15 defibrillator/monitors to combat the pandemic.	\$4,707,735	\$23,538,676	*
MIAMI DADE FIRE RESCUE	Government	Florida - FL	Miami Dade replaced 99 LIFEPAK 15 defibrillators in 2021, and replaced 72 power cots in 2022. They purchased 125 LIFEPAK CR2 AEDs in 2022 and added 20 Lucas 3 chest compression devices to their fleet. Miami Dade airport purchased 40 CR2 AEDs, and Miami Dade Fleet Management purchased 50 CR2 AEDs.	\$4,365	\$7,468,898	*
ESCAMBIA COUNTY EMS	Government	Florida - FL	Escambia County purchased 50+ LIFEPAK 15 defibrillator/monitors, 37 Power Pro XT cots, 140 CR2 AEDs, 50 Lucas chest compression devices, and ProCare service plans for all of the above.	\$51,124	\$7,464,160	*
SOUTH DAKOTA DEPT OF HEALTH	Government	South Dakota - SD	SD Statewide LIFEPAK standardization project	\$182,532	\$7,118,773	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *
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26	Sales force.	Stryker Emergency Care is committed to providing unmatched professional support through our Sales and Field Service Representatives who are strategically located throughout the U.S. to make us a customer centered organization. Our pre-hospital account manager team is the largest in comparison to our competitors with 291 Emergency Care account managers supporting customer needs. While everyone will be responsive and timely during the purchase process, Stryker has built a model that allows us to truly serve and partner with customers before, during, and after the sales.	*
27	Dealer network or other distribution methods.	Stryker is the manufacturer and service provider of equipment as proposed in this RFP. No dealer or distributor will be involved.	*
28	Service force.	Stryker has made in our Field Service team that provides on-site product maintenance and repair. This team consists of 310 ProCare technicians nationwide and allows us to take the approach of conducting necessary equipment repairs at your location versus requiring you to ship devices in and wait for replacement units. Repairs by the numbers Enhance equipment life: Of those surveyed, 85 percent of EMS customers reported the life of their equipment has been extended because of ProCare Services. Equipment experts: ProCare technicians receive over 200 hours of equipment training, and have an average tenure of 12 years with Stryker. Proactive approach: In 2019, ProCare Services did preventive maintenance inspections on over 83,450 pieces of EMS equipment. Increased efficiency: 86 percent of EMS customers surveyed reported they are able to operate more efficiently because of ProCare Services. The Quality Management System of Stryker's Medical division is ISO 13485:2016 certified.	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	If ordering Capital Goods 1. Customer calls(phone at 800 327 0770 option 1) or emails our Customer Service Team to get the contact information of the account manager for their region. 2. Customer reaches out to Account Manager letting them know what is needed. 3. Account Manager creates quote for items. 4. Customer creates PO meeting all requirements based on the quote. 5. PO is submitted back to the Account Manager 6. Account Manager submits order and confirms with customer. If ordering parts, accessories or disposables: 1. Customer can call or email our Customer Service Team for a price quote. 2. PO meeting all requirements is created by customer based on pricing quote. 3. PO emailed in to medicalcustomerservice@stryker.com 4. Customer Service Team would process and send confirmation. If ordering services: Stryker won't be using any distributors / subcontracts for ProCare Contract execution. All work will be done locally or in our factory depot by Stryker employees. Stryker provides copies of work orders describing all work performed, parts used and labor time involved with the repair. Customers can also access on our online ProCare portal should they choose to do so.	*
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Stryker ProCare is the largest on-site OEM team in the pre-hospital space for maintaining, repairing, and serving customers equipment needs in North America. Our competitive difference is that we provide people who handle all device needs at your facilities versus being required to organize, track, box, and ship devices back to corporate headquarters for maintenance and repair.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Stryker is able to provide products and accessories to entities where 3rd party carrier can reach in US.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Not applicable	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	This submittal reflects U.S. proposal and applies to US participating entities only. Products, services and T&Cs outside the U.S. may vary by country. Please refer to Proposal submitted by Stryker Canada team for information.	*

34	Identify any Sourcwell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Stryker is able to serve through the proposed contract throughout the whole US.	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	There's no additional requirements or restrictions to entities in Hawaii and Alaska. As there is no local Hawaii stock available for these Stryker items and these items will be shipped from our mainland warehouses. We are not able to provide timeliness of deliveries at this time based on specific product availability and carrier processes, but products will be shipped as soon as possible in the order it was placed.	*

Table 7: Marketing Plan

Line Item	Question	Response *	
36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Co-op contracts are vital components of Stryker Emergency Care's marketing and sales strategy. The Sourcwell contract will be promoted internally with flyers, a road map, links to our internal marketing database, and education calls with our outside sales team of over 200 representative. For external marketing efforts, we keep a large library of product resources online for customers to easily access: www.stryker.com/us/en/emergency-care/product-resources.html Additionally, we share a library of videos featuring product in-service instructions, best practice tips, survivor stories, and more all available online: www.stryker.com/us/en/emergency-care/news and www.youtube.com/@StrykerEMS1 Please download this file to see a sample of our marketing collateral: https://we.tl/t-4vJsEZkENy	*
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Stryker uses a host of digital marketing efforts to promote our mission of Together, we save lives. We are active on Facebook, LinkedIn and Twitter and use these platforms to connect with our customers and share valuable information regarding our product and educational offerings. We actively optimize our web properties through SEO monitoring and metadata/alt tag updates to provide the most up-to-date information as well as increase our visibility in online searches on both Google and Bing. We also work on improving our website CX to bring the best web experience possible to our customers and prospects. Our digital advertising focuses on connecting our prospective customers with sales reps in an efficient manner that drives quick and meaningful connections to build long lasting relationships built on trust and performance.	*
38	In your view, what is Sourcwell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcwell-awarded contract into your sales process?	Stryker will expect Sourcwell to promote the value and benefits of co-op contracting and what differentiates Sourcwell from other contracting entities in the EMS market. More specifically, we would like for Sourcwell to make members aware of the new contract, what products/services are available, and provide the information about the awardees. Stryker will leverage the contract actively with the appropriate market segment customers through our dedicated team of field representatives that solely serve the EMS, Fire, Ambulance and Education markets. We will also promote the contract internally with active efforts from the Stryker marketing team. We are always open do joint promotions and other marketing efforts.	*
39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	1. Purchasing agents – Must be approved & registered as user. 2. Documentation – Order confirmation and order status change confirmation 3. History – Order details, purchasing details, shipping status. 4. Pricing – customer contract pricing loaded for all eligible items, list price vs contract pricing views. 5. Payment options – Purchase orders, credit cards (Visa, MC, Amex). 6. Subscription re-ordering 7. Favorites list. 9. Returns – Form to initiate returns. 10. Support – Telephone & email available. 11. Notifications – Email notifications when out of stock items are back in stock. 12. Security – Meets PCI Data security standards. Please visit our store at https://stryker-corporation-emergency-care.mybigcommerce.com/ . Preview code: f6lxvznnsf is needed to access the website. Government customers often use these web sources to purchase products: GSA eBuy and ECAT (Electronic Catalog).	*

Table 8: Value-Added Attributes

Line Item	Question	Response *
40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	As one of the world's leading medical technology companies, we are driven to make healthcare better by creating innovative products and services that improve patient outcomes. To deliver the full potential of these innovations, customers must be trained on their safe and effective use. We support care team member learning in many parts of the world through a full range of virtual trainings on our MedEd portal, including trainings delivered in virtual reality. Please visit https://www.stryker.com/us/en/training-and-education/medical-and-surgical-equipment--/emergency-care/emergency-care.html#upcoming-events for a comprehensive selections of webinars, online courses and others resources. In addition, training is included with equipment purchase. With over 291 Emergency Care account managers, 310 field service representatives, 15 field clinical specialists, we ensure every customer has access to personalized, hands-on training across the communities we serve.
41	Describe any technological advances that your proposed products or services offer.	Stryker Emergency Care pioneered external defibrillation over 68 years ago and today continues to be the world market leader. LIFEPAK 15, the only monitor on market with ability to deliver over 200J Energyseries, offers 360J Biphasic Energy (Stryker Exclusive)
42	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	We are committed to reducing our environmental impact on the world through responsible, sustainable operations. In 2022, we reduced carbon emissions by 20 percent for all Stryker facilities compared to a 2019 baseline. We have made a commitment to becoming carbon neutral for all Stryker facilities by 2030 and powering 100 percent renewable electricity by 2027. The local Stryker Environmental Alliance chapters identify environmental opportunities at each site. Stryker is also proactively working to reduce both what we use and what we leave behind. We're tracking our progress and installing global reporting systems, setting goals for manufacturing and looking at our use of resources across the business. We're also partnering with our customers to reduce what is left behind in landfill waste and grow resources that will help the planet, like national forests. Stryker has also made a commitment to be Carbon neutral for all facilities by 2030 - https://www.stryker.com/content/m/c/2020-comprehensive-annual-report/performance-and-governance/corporate-responsibility-strategy.html
43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Stryker is committed to achieving excellence as an environmental steward by conserving natural resources, promoting energy efficiency and eliminating waste. Our goal is to divert the highest possible amount of materials from the landfill through recycling. We strive to meet or exceed all relevant laws, regulations and other environmental legislation which are applicable to our business like e-waste and universal waste. Physio-Control strives to address chemicals of concern, and is RoHS, WEEE and battery directive compliant and conducts bio-compatibility testing on targeted materials. For additional information, please refer to: Corporate Responsibility: https://www.stryker.com/us/en/about/corporate-responsibility.html Stryker Recycling: https://www.strykeremergencycare.com/recycling/

44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	Stryker Corporation does not hold any of the referenced certifications but we are committed to partnering with and providing opportunities for suppliers that do (http://www.stryker.com/en-us/corporate/AboutUs/SupplierDiversity/index.htm). Stryker is increasing the representation of disability-, LGBTQ-, minority-, veteran and women-owned businesses and small businesses in our supply chain and we engage suppliers that reflect the diversity of our customers and their patients, our employees and our communities. We are continually working to promote and facilitate diverse supplier engagement as a component of our overall corporate responsibility efforts. In 2022, Stryker's North American spend was over \$300M with diverse-owned businesses and over \$890M with small businesses. Examples include: Disability Owned Business Enterprise (DOBE), Lesbian, Gay, Bisexual, Transgender Owned Business Enterprise (LGBTBE), Minority Owned Business Enterprise (MBE), Veteran Owned Business Enterprise (VBE), Woman Owned Business Enterprise (WBE), Small Business Enterprise (SBE), Historically Underutilized Business (HUBZone), Service-disabled Veteran Owned Small Business (SDVOSB), Small Disadvantaged Business (SDB), Veteran Owned Small Business (VOSB), and Woman Owned Small Business (WOSB). Stryker Supplier Diversity We are also committed to serving our communities and creating a healthy, diverse, equitable and inclusive workplace where employees thrive. Stryker has several employee resource groups (ERG) that promote a culture of inclusion and belonging by amplifying our diversity, equity, and inclusion initiatives – with a focus on supporting and enhancing career development and providing education in the work environment. Examples include: • Stryker Women's Network (SWN): fostering an open and inclusive culture with a focus on attracting, developing, and retaining talented women • Women in Science and Engineering (WISE): accelerating growth of women in Stryker with technical expertise • Stryker's Allies for Equality (SAFE): championing LGBTQ+ authenticity at work • Stryker's African Ancestry Network (SAAN): making Stryker a career destination for Black employees • Stryker's Emerging Professionals (SEP): engaging and inspiring the next generation • SOMOS Hispanic/Latinx network: celebrating diversity while advocating for the Hispanic/Latinx community • Stryker's Veterans Association (SVA): supporting, recruiting, developing, and retaining veteran employees while giving back to our military communities • Allies for All Abilities (3A): positively changing the lives of employees, families, and communities with visible and invisible disabilities • Asian Community Empowerment (ACE): promoting Asian cultural diversity and professional development Stryker Employee Resource Groups
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45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	What can you expect from a partnership with Stryker: • Harness the power of a systems-based approach: One integrated system of equipment, devices and data empowers your teams to improve clinical care and enhances operational performance. • Depend on Stryker's technology: Drive better care with resuscitation technology like the LIFEPAK 15 monitor/defibrillator and the LUCAS 3 chest compression system integrated with Stryker's data solutions. With easy access to support and continuing education, rely on us as the innovative partner you trust most. • Overcome the challenges you face every day: From event scenes and long-distance patient transport to tight budgets and complex documentation, rely on a trusted system from Stryker to stay ready, respond effectively and review quickly for ongoing performance improvement. • Readiness: Handle your team's demands with insight into performance, readiness, systems and equipment, turning data into measurable improvement. • Response: Enable more effective care with an integrated system of equipment, CPR devices, monitor/defibrillators and data solutions that help improve your ability to handle time-dependent emergencies like cardiac arrest, STEMI, stroke or sepsis and other emergent care needs. • Review: Automatically access or share data, review performance, and identify improvements so your team can work more efficiently, stretch budgets and streamline billing. What you can expect from our products: • Power-PRO Ambulance Cot and Power-LOAD Fastener System: Stryker collaborates closely with customers to design and develop transport equipment to help reduce caregiver injury and increase patient care. Powered transport equipment can help with some of the common challenges facing EMS today including obesity, medic shortage and medic retention. Stryker offers a program that financially guarantees at least a 50% reduction in cot-related injuries pertaining to raising, lowering, loading and unloading cots and 100% reduction in missed safety hooks while unloading cots with Stryker's powered cot and Power-LOAD powered cot fastener in full power operation. If not, Stryker will refund the price paid for the powered cots and Power-LOAD cot fastening systems. • LIFEPAK 15 Monitor/Defibrillator, LIFEPAK CR2, and LIFEPAK 1000 Defibrillator: Depend on durable, reliable, and easy-to-use LIFEPAK monitor/defibrillators. Provide high energy quickly (only monitor to deliver energy up to 360j to help difficult to defibrilate patients), monitor patient information such as EtCO2, SpO2, SpMet and send data ahead to the receiving caregiving team to save time, ease handoffs and help drive improved patient outcomes. • LUCAS 3 Chest Compression System: Contribute to improved cardiac arrest outcomes with the LUCAS 3, v3.1 chest compression system. CPR quality, consistency and continuity matter. Provide Guidelines-compliant compressions — in most working conditions — while freeing responders to safely focus on assessment, care and transport. • McGRATH MAC Video Laryngoscope: Improve the view and gain better guidance for placement to reduce intubation difficulty. Enhance airway management with one durable, easy-to-use and cost-effective device. Maximize visualization of the airway with the McGRATH MAC video laryngoscope. • LIFENET System: Drive better care with the LIFENET System. Alert the receiving providers, share patient data and capture information to enhance team efficiency. • CODE-STAT Data Review Software and Service: Drive improved performance with data review software and services. Enhance quality and efficiency when you can easily access, share, analyze and review data from any LIFEPAK device. Customize documentation and gain advanced reporting for the insights you need to improve care, team performance and operational efficiency. • ProCare Services: When lives are at stake, you need someone who takes a proactive approach to keeping your equipment up and running. With ProCare, you can count on trusted field-based experts dedicated to caring for your equipment, so you can focus on what truly matters – saving lives. We're your ideal service partner and will provide you with OEM expertise as well as propriety diagnostics tools that help us fix equipment efficiently and effectively.
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Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
46	Do your warranties cover all products, parts, and labor?	Please refer to Stryker Limited Warranty for details.	*
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Yes, if the product is modified or used in a way that is not part of the instructions for use, it may affect warranty coverage. Reference the Operations and Maintenance manuals for proper usage. Please visit this link to see a detailed warranty description of Stryker's Emergency Care products: https://techweb.stryker.com/Terms_Conditions/Warranty/Warranty_and_Compliance_Statement_Emergency_Care_2022.pdf	*
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes.	*
49	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	No for US. This submittal reflects U.S. proposal and applies to US participating entities only. Products, services and T&Cs outside the U.S. may vary by country. Please refer to Proposal submitted by Stryker Canada team for information.	*
50	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Stryker is the original equipment manufacturer and will be the only factory authorized service provider with access to proprietary software necessary to perform proper maintenance and repairs. No items made by other manufacturers will be offered in this proposal.	*
51	What are your proposed exchange and return programs and policies?	If Customer desires to return a purchased product, Customer must call its local Stryker representative or the Stryker regional sales office for information on credit or replacement of any purchased and non-expired product. A Returned Material Authorization (RMA) number will be provided and must be clearly identified on the carton of any returned product. Customer must return the product to Stryker in its original packaging, unopened, and undamaged, except for product that was received in a damaged condition or as otherwise authorized by Stryker, which product may be returned in its existing condition. Stryker will not accept the return of a non-defective and conforming product if Customer breaks the security seal on the product. Stryker will provide an RMA and accept the return of any product under any of the following circumstances: a) Stryker shipped the product in error; b) Customer received the product after the product's expiration date; c) Customer received the product in a damaged condition; d) The product is recalled and must be removed from the market; or e) Stryker specifically authorizes the return of the product (a 15% restocking fee may apply). Product must be returned within 30 working days from the date the Customer receives the product or within 30 working days from the date the Customer receives notice of recall, if applicable. Upon receipt of a properly returned product, Stryker will apply a full credit to Customer's account or provide replacement. Customer is advised that product returned without an RMA number, or not otherwise authorized, will not be accepted and will be returned to Customer at Customer's expense.	*
52	Describe any service contract options for the items included in your proposal.	Service contracts will be available for all equipment included with this bid. Service contracts include: 2-hour call back time, 24-72 hour repair turnaround, a Stryker-trained service specialist, Service parts, labor, and travel, Preventive maintenance, Proper PM documentation for Joint Commission, DNV, CMS, Dedicated service representative. (Service flyer included with bid proposal)	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
53	Describe your payment terms and accepted payment methods.	All invoices issued under this Agreement are to be paid within thirty (30) days of the date of the invoice.	*
54	Describe any leasing or financing options available for use by educational or governmental entities.	Through Stryker's Flex Financial business, we provide a range of smart alternatives designed to fit your organization's needs. We offer flexibility beyond a cash purchase - enabling you to acquire our full portfolio of products. Ask your Sales Representatives for assistance in finding the financial solution that best fits your needs.	*
55	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	Samples of Work orders have been uploaded to the required section.	*
56	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	ACH is our preferred payment method.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
57	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	List price is established by three primary inputs: - Cost of goods/manufacture - Customer's willingness to pay - Competitive/market pressure Standard/list pricing and the Sourcewell discounted price are included in the pdf proposal and uploaded as a separate attachment in the pricing Section as required.	*
58	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Pricing is based on the category of the products, ranging from 10% to 40% discount. Please refer to the pdf proposal or separate pricelist for details.	*
59	Describe any quantity or volume discounts or rebate programs that you offer.	No special discounts or rebate programs will be offered. Products or services will be sold at the discount level as advised in the pdf price list.	*
60	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	All products or services are quoted in the pdf price list. If the required item is not available in the pricelist, the participating entity can contact local Sales Account Manager through https://www.stryker.com/us/en/emergency-care/contact.html for advice.	*
61	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Freight will be prepaid and added to the invoice. Sales tax applies if applicable. No additional charges for pre-delivery inspection, installation, set up, mandatory training, or initial inspection.	*
62	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Shipping charges depend on the method of shipping customer chooses and the total dollar amount of the order. Freight value will be advised at check out, prepaid and added to the invoice.	*
63	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	As there is no local Hawaii or Alaska stock available for these Stryker items, these items will be shipped from our mainland warehouses. We are not able to provide timeliness of deliveries at this time based on specific product availability and carrier processes, but products will be shipped as soon as possible in the order it was placed. This submittal reflects U.S. proposal and applies to US participating entities only. Products, services and T&Cs outside the U.S. may vary by country. Please refer to Proposal submitted by Stryker Canada team for freight, shipping and delivery terms	*
64	Describe any unique distribution and/or delivery methods or options offered in your proposal.	All equipment and accessories will be sold directly through Stryker and shipped through 3rd party carriers. No special distribution channel will be used.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
65	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	Stryker is aware that the pricing proposed here may vary from other publicly available pricing. We hope there is understanding in the marketplace that with the current and unprecedented economic environment, Stryker has had to make pricing adjustments. The pricing posed here is not a growing profit center for Stryker but is based on global economic changes, inflation, and dramatic increases in transportation, materials, and labor costs. Pricelists publicly available are likely under review and negotiated under different circumstances.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
66	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	Stryker employs a contract coordinator position tasked with post-award management of contract requirements, including sales reporting and sales administration fees.	*
67	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Stryker will utilize annual revenue generated by this contract and view success as consistent year over year growth.	*
68	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	1%	*

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *	
69	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	Please refer to the proposal that is uploaded to the portal.	*
70	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	All products and services is included in the proposal.	*

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional

comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
71	Cardiac monitors, defibrillators	☒ Yes ☐ No	LIFEPAK 15	*
72	Automated External Defibrillator (AED) used by emergency responders	☒ Yes ☐ No	LIFEPAK CR2, LIFEPAK 1000 HearSine	*
73	CPR Assist Devices	☒ Yes ☐ No	LUCAS 3	*
74	Patient movement devices and systems	☒ Yes ☐ No	Stryker transport products	
75	Critical Care assist equipment such as IV pumps, ventilation equipment	☐ Yes ☒ No		
76	Portable equipment including suction units, vital monitoring equipment including but not limited to pulse oximetry, pulse, blood pressure and carbon monoxide levels	☐ Yes ☒ No		
77	Bags and other transportation devices to carry equipment and supplies for patient and provider care and protection	☐ Yes ☒ No		
78	Immobilization equipment such as backboard, KED boards, spider straps, head and neck immobilization	☐ Yes ☒ No		
79	Emergency medical supplies as they are related to Critical Care and EMS Equipment	☒ Yes ☐ No	Yes	*

80	Services and accessories complementary to the above offerings 71 - 79 including training, installation, testing, maintenance, and warranty programs	Yes No	Stryker offers an e-procurement website where customers may directly purchase accessories and disposables. To order 24/7 at our store at https://shop.stryker.com/. All training is included for all purchased equipment. We recommend that all personnel attend training on the equipment to understand the full benefits and features of the equipment. Please visit https://www.stryker.com/us/en/training-and-education/medical-and-surgical-equipment-/emergency-care/emergency-care.html#upcoming-events for a comprehensive selections of webinars, online courses and others resources, or contact your Account Manager for specific needs. Each sold equipment includes installation guide. Call Stryker service at 1-800-327-0770 if you need help after installation. Stryker offers Limited Warranty at no charge as stated in Section 4 of the pdf. proposal. Additional year of coverage provided via ProCare Service is optional and the cost is included in this quote. Packages are available for all emergency equipment including cots, chairs, fasteners, chest compression systems, defibrillators and monitors. Contact your account manager or visit stryker.com/procare to learn more about our comprehensive service plans.
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Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
 2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
 3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
 4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
- [Pricing](#) - Stryker Sourcewell Price File FINAL.pdf - Friday April 14, 2023 13:37:10
 - [Financial Strength and Stability](#) - 2023. 02 Stryker SEC Report.pdf - Wednesday April 05, 2023 00:06:58
 - [Marketing Plan/Samples](#) - Samples of Marketing Materials (1).zip - Wednesday April 05, 2023 00:23:25
 - [WMBE/MBE/SBE or Related Certificates](#) - stryker-2022-comprehensive-report.pdf - Tuesday April 11, 2023 20:00:40
 - [Warranty Information](#) - 2023.02 Stryker Emergency Care Warranty.pdf - Tuesday March 21, 2023 16:02:35
 - [Standard Transaction Document Samples](#) - Stryker Sample--Work Order Service Report_Redacted.pdf - Tuesday April 11, 2023 20:09:02
 - [Upload Additional Document](#) - 2023. 04 Sourcewell EMS Equipment RFP Proposal _Stryker.pdf - Friday April 14, 2023 13:41:28

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Maggie Wang, Associate Manager, Bids & Proposals, Stryker Sales, LLC, through its Medical Division

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

☒ Yes ☐ No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_9_RFP_041823_Critical_Care_EMS Tue April 11 2023 09:23 AM	☒	1
Addendum_8_RFP_041823_Critical_Care_EMS Wed April 5 2023 04:50 PM	☒	1
Addendum_7_RFP_041823_Critical_Care_EMS Tue April 4 2023 08:26 AM	☒	2
Addendum_6_RFP_041823_Critical_Care_EMS Wed March 29 2023 04:03 PM	☒	1
Addendum_5_RFP_041823_Critical_Care_EMS Thu March 23 2023 03:39 PM	☒	1
Addendum_4_RFP_041823_Critical_Care_EMS Wed March 22 2023 06:32 PM	☒	1
Addendum_3_RFP_041823_Critical_Care_EMS Thu March 9 2023 03:32 PM	☒	2
Addendum_2_RFP_041823_Critical_Care_EMS Tue March 7 2023 07:36 PM	☒	1
Addendum_1_RFP_041823_Critical_Care_EMS Fri March 3 2023 02:40 PM	☒	1

**AMENDMENT #1
TO
CONTRACT # 041823-STY**

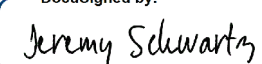
THIS AMENDMENT is effective upon the date of the last signature below by and between **Sourcewell** and **Stryker Sales, LLC** (Supplier).

Sourcewell awarded a contract to Supplier to provide Critical Care and EMS Equipment to Sourcewell and its Participating Entities, effective September 15, 2023, through June 30, 2027 (Contract).

Supplier wishes to amend its response to Question 27 of the Proposal, now reserving the right to periodically approve certain Distributors (as described in Article 2.C.) on a case-by-case basis as needed from time to time.

Except as amended above, the Contract remains in full force and effect.

Sourcewell

DocuSigned by:

By: _____
C0FD2A139D06489...
Jeremy Schwartz, Director of Operations/CPO

Date: 12/23/2023 | 1:07 PM CST

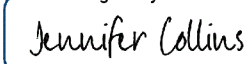
Approved:

DocuSigned by:

By: _____
48BAF71B0894454...
Chad Coauette, Executive Director/CEO

Date: 12/23/2023 | 8:38 PM CST

Stryker Sales, LLC

DocuSigned by:

By: _____
582450E9392F40D...
Jennifer Collins

Title: Manager, Strategic Pricing & Contracts

Date: 12/22/2023 | 2:19 PM CST

AMENDMENT #2
TO
CONTRACT # 041823-STY

THIS AMENDMENT is effective upon the date of the last signature below by and between **Sourcewell** and **Stryker Sales, LLC** (Supplier).

Sourcewell awarded a contract to Supplier to provide Critical Care and EMS Equipment to Sourcewell and its Participating Entities, effective September 15, 2023, through June 30, 2027 (Contract).

Supplier wishes to amend the Contract’s Proposal to modify its discount structure.

NOW, THEREFORE, the parties amend the Contract as follows:

Line item 58 in “Table 11: Pricing and Delivery” of the Proposal is deleted in its entirety and replaced with the following:

“Pricing is based on the category of products, ranging from 8% to 40% discount. See the price list for details.”

Except as amended by this Amendment, the Contract remains in full force and effect.

Sourcewell

Signed by:
By: Jeremy Schwartz
C0FD2A139D06489...
Jeremy Schwartz, Chief Procurement Officer

Date: 10/14/2024 | 2:16 PM CDT

Stryker Sales, LLC

DocuSigned by:
By: Anne Mullally
6CE0778B706449D...
Anne Mullally, VP and General Manager

Date: 10/14/2024 | 11:10 AM PDT

**AMENDMENT #3
TO
CONTRACT # 041823-STY**

THIS AMENDMENT, effective upon the date of the last signature below, is by and between **Sourcewell** and **Stryker Sales, LLC**. (Contractor).

Sourcewell awarded a contract to Supplier to provide Critical Care and EMS Equipment to Sourcewell and its Participating Entities, effective September 15, 2023, through June 30, 2027 (Contract).

Supplier wishes to amend the Contract's Proposal to modify its discount structure.

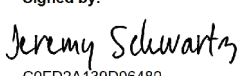
NOW, THEREFORE, the parties amend the Contract as follows:

Line item 58 in "Table 11: Pricing and Delivery" of the Proposal is deleted in its entirety and replaced with the following:

"Pricing is based on the category of products, ranging from 5% to 40% discount. See the price list for details."

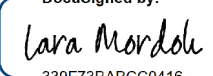
Except as amended by this Amendment, the Contract remains in full force and effect.

Sourcewell

Signed by:

By: C0FD2A139D06489...
Jeremy Schwartz
Chief Operations and Procurement Officer

Date: 3/26/2026 | 5:58 AM PDT

Stryker Sales, LLC

DocuSigned by:

By: 339F73BABCC0416...
Lara Mordoh
Senior Director, Finance

Date: 3/25/2026 | 11:14 AM PDT

**RESOLUTION OF THE BOROUGH OF OCEANPORT
AUTHORIZING THE PURCHASE OF EQUIPMENT FOR THE OCEANPORT VOLUNTEER FIRST AID
SQUAD UNDER THE STATE CONTRACT PURCHASING AGREEMENT FOR THE PURCHASE OF
RADIOS FROM PMC WIRELESS (STATE CONTRACT #25-TELE-132990)**

**Resolution #2026-238
08/13/26**

WHEREAS, pursuant to N.J.S.A 52:34-6.2(b)(3) the Borough of Oceanport has authorized the use of New Jersey State Contract, to contract with various vendors for goods and services; and

WHEREAS, N.J.S.A 52:34-6(b)(3) permits the award of a contract without the necessity of competitive bidding; and

WHEREAS, the Oceanport Volunteer First Aid Squad needs to purchase radios to aid in first aid calls and training which is available through the New Jersey State Contract EMS Equipment contract; and

WHEREAS, PMC Wireless is an authorized vendor under New Jersey State Contract #25-TELE-132990 for the sale of four (4) Radios and associated attachments, freight and delivery for the total amount of \$14,560.00; and

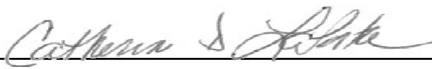
WHEREAS, the Chief Financial Officer has certified that funds are available for the purpose stated herein,

NOW, THEREFORE, BE IT RESOLVED, by Mayor & Council of the Borough of Oceanport authorization is hereby approved for the purchase of four(4) radios with freight and delivery from PMC Wireless under New Jersey State Contract #25-TELE-132990 for a total expenditure of \$14,560.00.

BE IT FURTHER RESOLVED that a certified copy of this Resolution shall be supplied to the Borough Administrator, the First Aid Captain and Chief Financial Officer.

CERTIFICATION OF FUNDS

As required by N.J.A.C. 5:34-5.1 et. seq., and any other applicable requirement, I, Catherine D. LaPorta, Chief Financial Officer of the Borough of Oceanport, certify that there are sufficient funds available in Account #01-201-44-900-903, not to exceed \$14,560.00 for the stated purposes.


Catherine D. LaPorta, CFO

Motion:

Second:

ROLL CALL	YES	NO	ABSTAIN	ABSENT
Deerin	()	()	()	()
Gallo	()	()	()	()
Keeshen	()	()	()	()
Manna	()	()	()	()
O'Brien	()	()	()	()
Cooper	()	()	()	()
Tvrdik	()	()	()	()

I certify this to be a true copy of Resolution #2026-238 approved by the Oceanport Borough Council at the Regular Meeting held August 13, 2026.

STEPHANIE KRAMER
ACTING BOROUGH CLERK



PMC Wireless
8 Crown Plaza
Suite 106
Hazlet NJ 07730
United States
www.pmc-wireless.com

QUOTE

DATE:
7/22/2026

#QUO2749

BILL TO:

Oceanport First Aid
910 Oceanport Way
Oceanport NJ 07757
United States

SHIP TO:

Oceanport First Aid
910 Oceanport Way
Oceanport NJ 07757
United States

SALES REP	EXPIRY DATE	PMC CONTRACT	TERMS
Mark Boutote	9/5/2026	NJSC	Net 30

Quantity	Item	Description	List Price	Discount	Rate	Amount
----------	------	-------------	------------	----------	------	--------

Pricing Per NJ State Contract #25-TELE-132990

Tait sold at 20% discount.

4	TP9855N0BC-T	P25 4Key VHF/ UHF/700-800MHz - Black	\$1,849.00	20%	\$1,479.20	\$5,916.80
4	TPAS133	SFE Key - Dual Band Radio	\$600.00	20%	\$480.00	\$1,920.00
4	TPAS152	P25 Trunking Services Phase 2	\$1,407.00	20%	\$1,125.60	\$4,502.40
4	TPA-AN-051	TP98 Multi Band Ant:136-870MHz	\$120.00	20%	\$96.00	\$384.00
4	T03-00011-EAAB	TP9 Battery High Capacity Li- Ion 3300mAh	\$139.00	20%	\$111.20	\$444.80
4	TPA-CA-201	TP8/9 Belt Clip 55mm	\$14.00	20%	\$11.20	\$44.80
4	T03-00012-AEAA	TP8/TP9 Charger Single Fast Li-Ion US/CAN Plug Pack	\$101.00	20%	\$80.80	\$323.20
4	T03-00045-PCAA	TP3/TP9 Spkr Mic TSM4 3W IP68 E-button Fctn-button 3.5mm-Jack	\$195.00	20%	\$156.00	\$624.00
2	PMC NJSC Technician	Schedule A: Technician - Programming & Engraving of Qty (4) Portables			\$200.00	\$400.00



PMC Wireless
8 Crown Plaza
Suite 106
Hazlet NJ 07730
United States
www.pmc-wireless.com

QUOTE

Subtotal	\$14,560.00
Tax (%)	\$0.00
Total	\$14,560.00

Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and hereby accepted. The undersigned hereby authorizes Eastern Communications LTD to provide the goods and services as specified in this proposal.

****Shipping and Tax Charges are Estimates Only. Actual Invoice Costs May Vary****

Accepted by: _____ Signature: _____ Date: _____

**RESOLUTION OF THE BOROUGH OF OCEANPORT
AWARDING A CONTRACT FOR VEHICLE REPAIR SERVICES BETWEEN DCH FORD OF
EATONTOWN AND THE BOROUGH OF OCEANPORT**

**Resolution #2026-239
8/13/26**

WHEREAS, the Borough of Oceanport is a duly organized Municipal Corporation (hereinafter referred to as "Borough") having principal offices at 910 Oceanport Way, Oceanport, New Jersey 07757; and

WHEREAS, the Borough of Oceanport has need of vehicle repair services and the Purchasing Agent has recommended appointment of **DCH Ford of Eatontown 85 Rt. 36, Eatontown, NJ 07724**; and

WHEREAS, the Borough has determined that the value of the services will exceed \$17,500.00 and desires to make the appointment by means of a non-fair and open contract pursuant to the provisions of N.J.S.A. 19:44A-20.B; and

WHEREAS, **DCH Ford of Eatontown 85 Rt. 36, Eatontown, NJ 07724** has completed and submitted a Business Entity Disclosure Certification and Political Disclosure pursuant with **P.L. 2023, c.20**; and

NOW THEREFORE, BE IT RESOLVED, by the Mayor and Council of the Borough of Oceanport, County of Monmouth, State of New Jersey that:

1. **DCH Ford of Eatontown 85 Rt. 36, Eatontown, NJ 07724** is hereby appointed to provide vehicle repair services for calendar year 2026 for an amount not to exceed fifty-three thousand dollars (\$53,000).
2. The Purchasing Agent is hereby authorized to contract for services on behalf of the Borough of Oceanport subject to the availability of funds encumbered by purchase order on an as needed basis pursuant with N.J.A.C. 5:30-5.4

BE IT FURTHER RESOLVED that the Business Disclosure Entity Certification and Political Contribution Disclosure Form be placed on file with the Borough Clerk with said contract.

Motion:	Second:			
ROLL CALL	YES	NO	ABSTAIN	ABSENT
Deerin	()	()	()	()
Gallo	()	()	()	()
Keeshen	()	()	()	()
Manna	()	()	()	()
O'Brien	()	()	()	()
Cooper	()	()	()	()
Tvrdik	()	()	()	()

I certify this to be a true copy of Resolution #2026-239
approved by the Oceanport Borough Council at the
Regular Meeting held August 13, 2026

STEPHANIE KRAMER
ACTING BOROUGH CLERK

**RESOLUTION APPROVING RENEWAL OF MEMBERSHIP IN THE MONMOUTH MUNICIPAL
JOINT INSURANCE FUND**

Resolution #2026- 240

08/13/2025

WHEREAS, Oceanport is a member of the Monmouth Municipal Joint Insurance Fund; and

WHEREAS, said renewed membership terminates as of December 31, 2026 unless earlier renewed by agreement between the Municipality and the Fund; and

WHEREAS, the Municipality desires to renew said membership.

NOW, THEREFORE, BE IT RESOLVED as follows:

1. Oceanport agrees to renew its membership in the Monmouth Municipal Joint Insurance Fund and to be subject to the Bylaws, Rules and Regulations, coverages, and operating procedures thereof as presently existing or as modified from time to time by lawful act of the Fund.
2. The Mayor and Clerk shall be and hereby are authorized to execute the agreement to renew membership annexed hereto and made a part hereof and to deliver same to the Monmouth Municipal Joint Insurance Fund evidencing the Municipality's intention to renew its membership.

Motion:

Second:

ROLL CALL	YES	NO	ABSTAIN	ABSENT
Deerin	()	()	()	()
Gallo	()	()	()	()
Keeshen	()	()	()	()
Manna	()	()	()	()
O'Brien	()	()	()	()
Cooper	()	()	()	()
Tvrdik	()	()	()	()

I certify this to be a true copy of Resolution #2026-240 approved by the Oceanport Borough Council at the Regular Meeting held August 13, 2026.

STEPHANIE KRAMER
ACTING BOROUGH CLERK

**AGREEMENT TO RENEW MEMBERSHIP IN THE MONMOUTH MUNICIPAL
JOINT INSURANCE FUND**

WHEREAS, the **Monmouth Municipal Joint Insurance Fund** (hereinafter the Fund) is a duly chartered Municipal Insurance Fund as authorized by NJSA 40A:10-36 et seq., and;

WHEREAS, Oceanport is currently a member of said Fund, and;

WHEREAS, effective December 31, 2026, said membership will expire unless earlier renewed, and;

WHEREAS, the Mayor and Council of Oceanport have resolved to renew said membership;

NOW THEREFORE, it is agreed as follows:

1. Oceanport hereby renews its membership in the Monmouth Municipal Joint Insurance Fund for a three (3) year period, beginning January 1, 2027, and ending December 31, 2029 at 12:01 a.m.
2. Oceanport hereby ratifies and reaffirms the Indemnity and Trust Agreement, Bylaws and other organizational and operational documents of the Monmouth Municipal Joint Insurance Fund as from time to time amended and altered by the Department of Insurance in accordance with the Applicable Statutes and administrative regulations as if each and every one of said documents were re-executed contemporaneously herewith.
3. Oceanport agrees to be a participating member of the Fund for the period herein provided for and to comply with all of the rules and regulations and obligations associated with said membership.
4. In consideration of the continuing membership of Oceanport in the Monmouth Municipal Joint Insurance Fund, the Fund agrees, subject to the continuing approval of the Commissioner of Insurance, to accept the renewal application of Oceanport
5. Executed the ___ day of _____, 2026 as the lawful and binding act and deed of Oceanport, which execution has been duly authorized by public vote of the governing body.

ATTEST: _____

STEPHANIE KRAMER, ACTING BOROUGH CLERK

THOMAS J. TVRDIK, Mayor

ATTEST: _____

MONMOUTH MUNICIPAL
JOINT INSURANCE FUND

**RESOLUTION OF THE BOROUGH OF OCEANPORT
REJECTING ALL BIDS FOR THE TOILET BUILDING AT BLACKBERRY BAY PARK**

**Resolution #2026-241
08/13/2026**

WHEREAS, the Borough of Oceanport authorized the receipt of bids for renovations of the toilet building at Blackberry Bay Park; and

WHEREAS, there was one bid submitted and the bid exceeds the Borough's estimate for the project; and

WHEREAS, N.J.S.A. 40A:11-13.2 states said rejection is just cause to reject all bids received for the renovations of the toilet building at Blackberry Bay Park; and

WHEREAS, it is the desire of the Borough to reject the received on August 6, 2026 for exceeding the cost estimate and re-bid the project.

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of Oceanport in the County of Monmouth, State of New Jersey that the Borough of Oceanport does hereby rejects all bids received for the renovations of the toilet building at Blackberry Bay Park; and

BE IT FURTHER RESOLVED that certified copies of this Resolution be provided by the Borough Clerk to each of the following:

- A) Borough Engineer
- B) Chief Financial Officer/Purchasing Agent
- C) All bidders as follows:

1. Jimmy Farney III, Inc., Plumbing, Heating, Cooling
761 Palmer Avenue, Suite 216
Holmdel, NJ 07733
jimmy@jimmyfarney.com

Motion:

Second:

ROLL CALL	YES	NO	ABSTAIN	ABSENT
Deerin	()	()	()	()
Gallo	()	()	()	()
Keeshen	()	()	()	()
Manna	()	()	()	()
O'Brien	()	()	()	()
Cooper	()	()	()	()
Tvrdik	()	()	()	()

I certify this to be a true copy of Resolution #2026-241 approved by the Oceanport Borough Council at the Regular Meeting held August 13, 2026.

STEPHANIE KRAMER
ACTING BOROUGH CLERK



(Sent Via E-MAIL)
Date: August 6, 2026

Donna Phelps, Borough Administrator
Borough of Oceanport
910 Oceanport Way
Oceanport, NJ 07757

RE: Bid Recommendation for
Blackberry Bay Park Public Toilet Renovations
And Improvements

Dear Donna:

Please be advised that Bids for the above-mentioned project were received and opened this morning at 11:00 am in the presence of myself and Stephanie Kramer, Acting Borough Clerk. Only one bidder responded, Jimmy Farney III, Inc.

The paperwork for Mr. Farney was complete and his bid was \$73,524.79. (see the attached Bid Tally Form)

Based on this bid and the budget you shared with me, we cannot recommend award at this time and recommend the project go out for bid again.

Sincerely,
iamello Architectural Studio, LLC

Robert M. Iamello, AIA
Principal

Attachment

CC: Stephanie Kramer, Acting Borough Clerk

Blackberry Bay Toilets Borough of Oceanport Bid Opening Form										
		Bid Name: Renov. & Upgrades to Existing Bldg Toilets				date: 08/06/2026		time: 11:00am		
Type of Service: General Construction	<i>Contractor:</i>	Jimmy Farney	George Koustas	Pharos Enterprises						
HVAC										
PLUMBING										
ELECTRICAL										
CONTRACTOR BID AMOUNT		\$75,245.79	x	x						
			no bid	no bid						
Bid Proposal Form		x								
Disclosure of Ownership		x								
Proposed Subcontractors		x								
Addenda Acknowledgement		x								
Non-Collusion Affidavit		x								
NJ Business Registration Certificate		x								
Equipment Certification		x								
Mandatory Equal Opportunity Language		x								
Election Contributions Disclosure		x								
Disclosure of Investments in Iran		x								
Insurance Evidence		x								

**RESOLUTION OF THE BOROUGH OF OCEANPORT
APPOINTMENT OF FRANK COMO AS A FULL TIME CROSSING GUARD**

Resolution #2026-242
08/13/26

WHEREAS, there is currently a vacancy in the position of School Crossing Guard; and

WHEREAS, the Chief of Police, Gary J. Grimes has recommended the appointment of Frank Como to fill the vacancy;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the Borough of Oceanport, that Frank Como is hereby appointed as a Full Time School Crossing Guard effective September 8, 2026 through December 31, 2026, based on the recommendation of the Mayor and Chief of Police.

Motion:

Second:

ROLL CALL	YES	NO	ABSTAIN	ABSENT
Deerin	()	()	()	()
Gallo	()	()	()	()
Keeshen	()	()	()	()
Manna	()	()	()	()
O'Brien	()	()	()	()
Cooper	()	()	()	()
Tvrdik	()	()	()	()

I certify this to be a true copy of Resolution #2026-242
approved by the Oceanport Borough Council at the
Regular Meeting held August 13, 2026

STEPHANIE KRAMER
ACTING BOROUGH CLERK

Oceanport Police Dept. Initial Background Investigation

Applicant: Frank Como



Investigator: Det. Kelly Siegle

- **Employment History Check: Reported to leave Costco for [REDACTED] and is currently a beach badge checker.**
- **Spillman Check: No negative police contact in Spillman.**
- **ATS – 1311 39:4-97.3 - 07/08/2010**
- **ACS - Negative**
- **DVOR – Negative**
- **Promis Gavel - Negative**
- **JVOR – Negative**
- **III – 6/26/71 – Chatham PD – 2A:96-4 Contribute to delinquency of a minor**
- **NCIC Wants - Negative**
- **OFFENDER WATCH - Negative**
- **Spillman InSight – No history**

Reference Interview: Kelly Abbate – Called on 08/04/2026 at 9:40am

Abbate reported she's known Frank for 15 years, he lives in [REDACTED] with his wife and works as a badge checker at the beach club. Abbate reported she works the desk at Shop Rite and been a regular customer since working there. Abbate described Frank as personable, loves kids and has a ball with them at the beach. Frank no children of his own and Abbate doesn't think he's missed a day of work. When he's not working at the beach, he's still out and about and comes to the beach. He's very reliable as an employee and she feels he would be a great fit.

**RESOLUTION OF THE BOROUGH OF OCEANPORT AUTHORIZING REFUND TO FMERA FOR
BALANCE IN CONTRACT FOR NICODEMUS AVENUE ROADWAY CONSTRUCTION AND
REALIGNMENT PROJECT**

**Resolution 2026-243
8/13/2026**

WHEREAS, pursuant to the adoption of Resolution #2025-261, the Borough of Oceanport entered into a Memorandum of Understanding (MOU) with the Fort Monmouth Economic Revitalization Authority (FMERA) for engineering services related to the Nicodemus Avenue Roadway Construction and Realignment Project; and

WHEREAS, FMERA, in accordance with the MOU, provided funding for the project in the amount of \$527,294.00 to the Borough of Oceanport; and

WHEREAS, Colliers Engineering & Design performed services in connection with the project, and total invoices submitted for the completed work amounted to \$65,466.09; and

WHEREAS, A.B. Kurre, Contracting, Inc performed services in connection with the project, and total invoices submitted for the completed work amounted to \$403,112.29; and

WHEREAS, the project has been completed, and the total amount expended under the MOU is \$468,578.43, leaving a remaining balance of \$58,715.57; and

WHEREAS, pursuant to the terms of the MOU, the remaining balance of funds must be returned to FMERA.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Oceanport that the Chief Financial Officer is hereby authorized to refund the sum of \$58,715.57 to the Fort Monmouth Economic Revitalization Authority, representing the unexpended balance of funds provided under the Memorandum of Understanding for the Nicodemus Avenue Roadway Construction and Realignment project.

CERTIFICATION OF FUNDS

As required by N.J.A.C. 5:34-5.1 et seq., and any other applicable requirement, I, Catherine D. LaPorta, Chief Financial Officer of the Borough of Oceanport, certify that funds are available for refund in Account No. 02-213-40-700-076 in the amount of \$58,715.57 for the purposes described herein.

Catherine D. LaPorta

Catherine LaPorta

Motion:	Second:			
ROLL CALL	YES	NO	ABSTAIN	ABSENT
Deerin	()	()	()	()
Gallo	()	()	()	()
Keeshen	()	()	()	()
Manna	()	()	()	()
O'Brien	()	()	()	()
Cooper	()	()	()	()
Tvrdik	()	()	()	()

I certify this to be a true copy of Resolution #2026-243 approved by the Oceanport Borough Council at the Regular Meeting held August 13, 2026.

STEPHANIE KRAMER
ACTING BOROUGH CLERK

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) dated the 10th day of October, 2025, will confirm the mutual understanding and intention between the Fort Monmouth Economic Revitalization Authority (“FMERA”) and the Borough of Oceanport (the “Borough”) regarding the Project (as defined below), including the funding, for oversight of the bid and construction process to complete the Nicodemus Avenue Roadway Construction and Realignment Project, as defined below, and for the transfer of the portion of Nicodemus Avenue located within the Borough of Oceanport to the Borough. FMERA and the Borough are collectively referred to herein as the “Parties.”

WHEREAS, FMERA and the Borough have identified the intersection between Avenue of Memories and Nicodemus Avenue as requiring certain improvements to facilitate vehicular safety including the realignment and additional improvement to municipal standards to the roadway in order to dedicate the roadway to Oceanport to support redevelopment of the Main Post; and

WHEREAS, the Borough has procured, in accordance with all applicable law, the services of Colliers (“Colliers”) for the calendar year 2025;

WHEREAS, on September 15, 2025, FMERA received estimated costs, designs, and specifications for the necessary improvements to Nicodemus Avenue between the intersection with Avenue of Memories and the municipal boundary with Eatontown known as the Project Site, as defined below; and

WHEREAS, upon completion of all necessary improvements, FMERA shall convey, and the Borough of Oceanport shall agree to accept ownership of the FMERA-owned portion of Nicodemus Avenue located within Oceanport and all related stormwater infrastructure therein provided that the roadways are improved to municipal standards. The work provided herein is intended to further facilitate the redevelopment and improvement of roadway circulation in Oceanport and through the former Fort Monmouth area.

NOW THEREFORE, the Parties enter into this Memorandum of Understanding to reflect the mutual understanding of the Parties relative to the Project, as defined below.

1. **Project Site:** The Project Site will consist of an area within or around the former Fort Monmouth Main Post as further defined below and as depicted in **Exhibit A**.
2. **The Project**
 - a. The "Project" consists of the retention of the Borough’s Engineer, Colliers, for the oversight of the bid process on behalf of the Borough to complete necessary improvements to Nicodemus Avenue and the associated stormwater infrastructure which is more fully described in the Project Scope of Work attached to this MOU as **Exhibit A and B**. The Project also consists of the realignment and construction of the Nicodemus roadway and intersection. Colliers shall conduct a public bidding process on behalf of the Borough for construction services. All bids shall be consistent with the Plans prepared by Colliers, attached hereto as **Exhibit A and B**. Starting a month after selection of the bidder, Colliers shall prepare and submit monthly summary reporting the status of the Project. The goal of this Project is to facilitate a competitive bidding process for the selection of a qualified contractor to commence and successfully complete the Project in the most cost-effective manner possible, with oversight from Colliers and then to dedicate the roadway to the Borough of Oceanport.
3. **FMERA’s Role and Responsibilities:** FMERA will be responsible for performing the following tasks under this MOU:
 - a. Pay the costs of the Project to the Borough, not to exceed Five Hundred and Twenty-Seven Thousand Two Hundred and Ninety Four (\$527,294.00) Dollars, collectively the “Project

Funds,” which is inclusive of costs for professional engineering, surveys, and construction observation services of approximately Four Hundred and Sixty One Thousand Seven Hundred and Ninety Four (\$461,794.00) Dollars, and attached hereto as **Exhibit C**, and the estimate for the construction of approximately Sixty-Five Thousand Five Hundred (\$65,500) Dollars and attached as **Exhibit D**.

- b. In consultation with Colliers, FMERA will review and approve the Plans as attached hereto, and any modification thereof, for public bidding in accordance with Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq).
 - c. Grant to the Borough and its consultants and contractors a license to enter the Project Area as needed to perform the Project and as set forth below in section 8(c).
 - i. Any contract that the Borough enters into for the Project shall include provisions that the consultant or contractor will: (i) indemnify and hold FMERA and the Borough harmless against any and all claims related to or arising out of said consultant or contractor entering upon Fort Monmouth; and (ii) require the consultant/contractor to maintain adequate insurance coverage.
 - d. Provide the Borough with a Notice to Proceed.
 - f. FMERA hereby confirms to the Borough that FMERA is holding Five Hundred and Twenty-Seven Thousand Two Hundred and Ninety-Four (\$527,294.00) Dollars (the “Project Funds”) for the payment of Project costs and expenses.
 - i. In the event the amounts due to the Borough’s Engineer for the Project is expected to be greater than Project Funds, the Borough will notify FMERA before incurring any additional charges. Any increase in the cost beyond ten percent of the Project Funds is subject to FMERA’s Board approval.
4. **The Borough’s Role and Responsibilities:** The Borough will be responsible for the following tasks under this MOU:
- a. **Project Funds:** The Borough shall use Project Funds disbursed by FMERA to the Borough to pay the costs of the Borough’s Engineer to complete the Project. The Borough shall not be required to utilize any of its own funds to pay costs or expenses of the Project.
 - c. **Project Costs:** The Borough shall keep track of all costs associated with the Project and shall pay the costs incurred through the Project Funds.
 - d. **Contractors and Consultants:** The Parties acknowledge that the Borough has retained Colliers through agreements and contracts to assist with the Project. In the event it becomes necessary or appropriate to replace Colliers, and to the extent allowable and consistent with applicable selection procedures, the Parties will jointly approve the selection of any replacement consultant or contractor prior to contract execution; including, but not limited to, having a FMERA representative as a member of the consultant/contractor selection committee. The Borough shall ensure that all contracts with consultants or contractors related to the Project are advertised, solicited, and selected in compliance with applicable procurement requirements. FMERA hereby authorizes the Borough to instruct Colliers to commence and complete the Project work under the terms stipulated in this agreement.

- e. Indemnity: Any and all consultants, contractors and subcontractors hired by the Borough who enters upon the Project Site shall: (i) indemnify and hold FMERA and the Borough harmless from any and all claims related to or arising from said consultant or contractor entering Fort Monmouth; and (ii) maintain adequate insurance coverage.
- f. Project Deliverables: The Borough shall direct Colliers, in consultation with FMERA, to review the public bids for compliance with the Local Public Contracts Law and recommend the Borough award the contract in accordance with the same. The Borough in consultation with Colliers shall provide FMERA with electronic copies of all documents provided by each of the bidders prior to the selection of a subcontractor, both in original software formats and PDF versions all of documents.
 - i. Construction Contract. The Parties acknowledge that the Borough of Oceanport, will enter into a contract(s) with the lowest responsible bidder for the Project as required by the Local Public Contracts Law. Any and all contracts with consultants or contractors entered into by Colliers in connection with the Project shall be publicly advertised, solicited and selected by Colliers in accordance with the Local Public Contracts Law.
 - ii. All requests for bids will state that any award of the contract shall be subject to the availability of FMERA funds. No contract will be awarded unless and until FMERA has deposited all the Project Funds required to complete work at each Project Site(s) pursuant to Section 5 below.
 - iii. In the event the contract price for the Project should exceed the Project Cost, the Parties reserve the right to reject all bids as exceeding the estimate in accordance with the Local Public Contracts Law
- g. Roadway Acceptance. The Borough shall accept title to Nicodemus Avenue the Project Site upon completion of the Project via a deed of dedication in a substantially similar form to **Exhibit E**, attached hereto, at no additional cost to either Party.
- h. Project Schedule: The proposed Project Schedule provided by the selected bidder shall be consistent with Collier's project timeline, as further described within the attached Project.
- i. Project Completion: The Borough, through the consultants and contractors hired for the Project, shall cause the Project to be completed as quickly as reasonably possible, but in no event no later than one (1) year after execution of this MOU.
- j. Project Exceptions: FMERA shall notify the Borough in the event that any or all components of the Project and associated services are to be completed outside the scope of this MOU. Upon notification of FMERA utilizing an alternate means to complete the Project, the Borough shall incur no additional costs and return any unused monies under this agreement.
- k. Approvals: The Borough, utilizing its consultants and contractors, shall secure all necessary permits and approvals required for the successful completion of the Project and any work associated with the Project.
- l. Prevailing Wage Requirement: The Borough shall enter into contracts stipulating that each worker engaged in the Project shall receive compensation not less than the prevailing wage rate for their respective craft or trade, as determined by the Commissioner of Labor and Workforce Development in accordance with N.J.S.A. 34:11-56.25.

- m. Compliance with Law: The Borough will oversee the work of its consultants and contractors to have work performed in a safe and professional manner and in accordance with any and all applicable rules, regulations, ordinances, statutes, laws and requirements of any governmental office having jurisdiction over the Project.
- n. Subcontractors: Colliers may utilize subcontractors to complete the Project in accordance with Section 6(c) below.

5. **Compensation and Payment**: FMERA shall furnish the Borough with a payment of Five Hundred and Twenty-Seven Thousand Two Hundred and Ninety-Four (\$527,294.00) Dollars for the Project, to be held in escrow and utilized as necessary to complete the Project. The funds shall be transferred upon the execution of this MOU. Should any funds remain in escrow upon the Project's completion, the Borough shall promptly return the balance to FMERA.

6. **Additional Provisions**

- a. Environmental Liability: The Parties expressly understand that this MOU, along with all subsequent and related agreements, shall not impose any obligation on the Borough to assume liability for any pre-existing environmental conditions at or on Fort Monmouth, whether known or unknown, prior to the initiation of the Project.
- b. Sufficient Funds: The Parties agree that this MOU shall not obligate or require the Borough to enter into or continue any agreement or contract for the Project, nor expend Borough personnel time or other administrative costs for the Project, unless sufficient funds are readily available to the Borough for expenses associated with the Project. The Borough reserves the right to terminate or discontinue any agreement, contract, or work related to the Project if it determines that sufficient funds are not readily available to cover the expenses incurred in connection with the Project.
- c. Right of Entry and License: Subject to the terms and conditions set forth in sub-paragraph 3(b) above, this MOU constitutes a license from FMERA to the Borough, its employees, officers, agents, consultants, contractors, and subcontractors for access to all portions of Fort Monmouth to carry out the Project. Any and all consultants, contractors and subcontractors hired by the Borough who enters upon the Project Site shall: (i) indemnify and hold FMERA and the Borough harmless from any and all claims related to or arising from said consultant or contractor entering Fort Monmouth; and (ii) maintain adequate insurance coverage.
- d. Other Approvals: Each Party will obtain all applicable governmental approvals, permits, and authorizations necessary to effectuate their respective responsibilities under this MOU.
- e. Commencement and Duration: This MOU will commence immediately upon execution by the Parties. Unless terminated earlier, this MOU shall remain in effect for two (2) years from the date and year first written above, and may be amended by a writing executed by the Parties.
- f. Amendments: This MOU may be amended in a writing executed by the Parties.
- g. Termination: Any Party shall have the right to terminate this MOU upon providing ten (10) days written notice to the other party. Upon termination, the Borough shall not accrue any additional expenses or administrative costs; however, the Borough may continue to use the Project Funds to cover any expenses or fees genuinely incurred in relation to the Project. The Borough shall return any unused funds to FMERA within thirty (30) days of termination.

- h. Transfer of Nicodemus Avenue: The Parties agree that upon completion of the Project, FMERA shall transfer Nicodemus Avenue to the Borough of Oceanport within (45) days via a deed of dedication in a substantially similar form to **Exhibit E**, attached hereto, at no additional cost to either Party.
- i. Notices: All notices required to be served or given hereunder shall be in writing and will be deemed given when received by personal delivery, by an overnight delivery service which issues a receipt from delivery, or three business days after having been mailed by certified mail, return receipt requested, and addressed as follows:

If to the Borough of Eatontown:
Borough of Oceanport
910 Oceanport Way
Oceanport, New Jersey 07757
Attention: Donna Phelps, Borough Administrator

If to FMERA: Fort Monmouth Economic Revitalization Authority
P.O. Box 267
Oceanport, New Jersey 07757
Attention: Kara Kopach, Executive Director
- i. Reasonable Diligence: Each of the Parties will act with reasonable diligence for the purpose of satisfying the conditions set forth herein. However, this MOU is not intended to create a binding agreement to begin or complete the Project unless and until: Project approvals are obtained, sufficient funding is secured, and the Parties agree to proceed with the Project as provided for in this MOU.
- j. Titles and Headings: Titles and headings are included for convenience only and shall not be used to interpret the MOU.

Exhibits A-E: <https://njfmera.sharefile.com/public/share/web-sfd484d9e4e094d2eafa6ab4ffb5046a6>

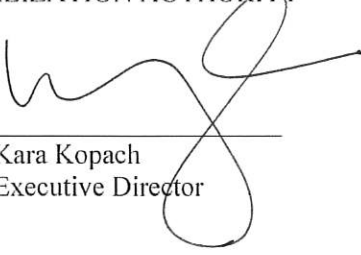
The foregoing correctly reflects the Parties' understanding and intent.

IN WITNESS WHEREOF, the Parties have caused this Memorandum of Understanding to be duly executed and delivered as of the date and year first above written and by so executing, represent and warrant they have the authority to do so.

ATTEST

Regina M'Grade

FORT MONMOUTH ECONOMIC
REVITALIZATION AUTHORITY

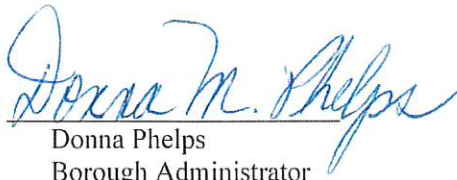
By: 

Kara Kopach
Executive Director

ATTEST

Kelle Bunayn

BOROUGH OF OCEANPORT

By: 

Donna Phelps
Borough Administrator

**MOU with Oceanport for Nicodemus North
FY22-23 Infrastructure - \$10M**

Construction Administration & Inspection Services	\$	65,500.00	
12/4/25 - Invoice 1122030	\$	(1,829.19)	
1/13/26 - Invoice 1135790	\$	(14,308.15)	
2/5/26 - Invoice - 1143265	\$	(190.00)	
2/5/26 - Invoice 1143267	\$	(24,507.50)	
3/4/26 - Invoice 1151615	\$	(3,328.75)	
4/7/26 - Invoice 11634590	\$	(14,925.00)	
5/5/26 - Invoice 1171692	\$	(5,875.00)	
6/3/26 - Invoice 1181619	\$	(453.75)	
7/6/26 - Invoice 1192065	\$	(48.75)	
	\$	-	
Balance	\$	33.91	
Nicodemus North Construction	\$	461,794.00	
1/12/26 - Partial Payment 1	\$	(115,591.00)	
2/23/26 - Partial Payment 2	\$	(79,885.68)	
3/31/26 - Partial Payment 3	\$	(99,280.86)	
5/5/26 - Partial Payment 4	\$	(100,292.55)	
6/30/26 -Partial Payment 5 - Final	\$	(8,062.25)	
Balance	\$	58,681.66	
Total Cost of Project	\$	527,294.00	
Expenses to Date	\$	(468,578.43)	
Funds Remaining	\$	58,715.57	\$ 58,715.57

**RESOLUTION OF THE BOROUGH OF OCEANPORT AMENDING RESOLUTION
#2025-128 AUTHORIZING AN INCREASE IN THE CONTRACT AMOUNT AND
EXTENDING THE CONTRACT TERM FOR PROFESSIONAL ARCHITECTURAL
SERVICES BETWEEN IAMELLO ARCHITECTURAL STUDIO, LLC AND THE
BOROUGH OF OCEANPORT**

Resolution #2026-244

08/13/2026

WHEREAS, the Borough of Oceanport previously adopted Resolution #2025-128 on April 3, 2025, awarding a non-fair and open contract to Iamello Architectural Studio, LLC for professional architectural services related to improvements to the Blackberry Bay Park bathrooms at the former pool area; and

WHEREAS, Resolution #2025-128 authorized Iamello Architectural Studio, LLC to provide professional architectural services for an amount not to exceed **\$16,450.00** for the period April 3, 2025 through December 31, 2025; and

WHEREAS, the Borough of Oceanport desires to extend the term of the contract through **April 2, 2027**; and

WHEREAS, the Borough also desires to increase the authorized contract amount by **\$3,000.00**, resulting in a revised total contract amount not to exceed **\$19,450.00**; and

WHEREAS, the Borough CFO has certified that sufficient funds are available for the additional amount in Account #06-270-00-500-021; and

WHEREAS, all other terms and conditions of Resolution #2025-128 and the contract with Iamello Architectural Studio, LLC shall remain in full force and effect.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the Borough of Oceanport, County of Monmouth, State of New Jersey, as follows:

1. The contract term authorized pursuant to Resolution #2025-128 is hereby extended through April 2, 2027.
2. The contract amount authorized by Resolution #2025-128 is hereby increased by \$3,000.00, from \$16,450.00 to an amount not to exceed \$19,450.00.
3. Iamello Architectural Studio, LLC shall continue to provide professional architectural services in accordance with its proposal and the terms of the original contract, as amended herein.
4. The Mayor and Borough Clerk are hereby authorized to execute any documents necessary to effectuate this amendment and extension.
5. All other provisions of Resolution #2025-128, including the requirements concerning the Business Entity Disclosure Certification and Political Contribution Disclosure Form and the prohibition against reportable political contributions during the term of the contract, shall remain unchanged and in full force and effect.

6. This Resolution shall be subject to the Borough CFO confirming that sufficient funds are available for the stated purpose.

BE IT FURTHER RESOLVED that a copy of this Resolution shall be placed on file with the Borough Clerk and shall be attached to the original contract, as appropriate.

BE IT FURTHER RESOLVED that a summary of the above shall be published in an official newspaper of the Borough as required by law.

CERTIFICATION OF FUNDS

As required by N.J.A.C. 5:34-5.1 et seq., I, Catherine D. LaPorta, Chief Financial Officer of the Borough of Oceanport, hereby certify that sufficient funds are available in Account #06-270-00-500-021 for the purposes stated herein.

CATHERINE D. LaPORTA, CFO

Motion:	YES	NO	ABSTAIN	ABSENT
ROLL CALL				
Deerin	()	()	()	()
Gallo	()	()	()	()
Keeshen	()	()	()	()
Manna	()	()	()	()
O'Brien	()	()	()	()
Cooper	()	()	()	()
Tvrdik	()	()	()	()

I certify this to be a true copy of Resolution #2026-244 approved by the Oceanport Borough Council at the Regular Meeting held August 13, 2026.

STEPHANIE KRAMER
ACTING BOROUGH CLERK

RESOLUTION AUTHORIZING THE AWARD OF A PROFESSIONAL SERVICES CONTRACT TO IAMELLO ARCHITECTURAL STUDIOS, LLC FOR RENOVATION, IMPROVEMENTS AND BIDDING SERVICES FOR THE BLACKBERRY BAY PARK TOILET ROOM PROJECT IN AN AMOUNT NOT TO EXCEED \$19,450.00, AS A NON-FAIR AND OPEN CONTRACT PURSUANT TO THE NEW JERSEY PAY-TO-PLAY LAW

**Resolution #2026-245
08/13/2026**

WHEREAS, the Borough of Oceanport has a need to acquire professional architectural services for the Renovation, Improvements and Bidding Services for the Blackberry Bay Park Toilet Room Project; and

WHEREAS, the Borough has determined that the anticipated value of the professional services contract will exceed \$17,500.00; and

WHEREAS, the Borough intends to award the contract as a non-fair-and-open contract pursuant to the provisions of N.J.S.A. 19:44A-20.5 and the applicable provisions of the New Jersey Local Unit Pay-to-Play Law; and

WHEREAS, Iamello Architectural Studios, LLC has submitted a proposal to provide architectural professional services for the Renovation, Improvements and Bidding Services for the Blackberry Bay Park Toilet Room Project in an amount not to exceed \$19,450.00; and

WHEREAS, Iamello Architectural Studios, LLC is required to comply with all applicable Pay-to-Play requirements, including the submission of the required Business Entity Disclosure Certification and any other required certifications or disclosures; and

WHEREAS, pursuant to N.J.S.A. 19:44A-20.5, a municipality shall not enter into a contract having an anticipated value in excess of \$17,500.00 with a business entity, except a contract awarded pursuant to a fair and open process, if the business entity has made a disqualifying reportable contribution during the applicable preceding one-year period to a candidate committee of a person serving in an elective public office of the municipality; and

WHEREAS, the Borough shall obtain and maintain the required Pay-to-Play documentation, including the Business Entity Disclosure Certification and the written Determination of Value, in accordance with applicable law; and

WHEREAS, the Chief Financial Officer has certified that sufficient funds are available for this contract, subject to the appropriate certification and encumbrance of funds in accordance with applicable law;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Oceanport, County of Monmouth, State of New Jersey, as follows:

1. Award of Contract. The Borough Council hereby authorizes the award of a professional services contract to Iamello Architectural Studios, LLC for Renovation, Improvements and Bidding Services for the Blackberry Bay Park Toilet Room Project, in an amount not to exceed \$19,450.00.
2. Non-Fair-and-Open Contract. The contract is hereby authorized as a non-fair-and-open contract pursuant to N.J.S.A. 19:44A-20.5 and applicable provisions of the New Jersey Local Unit Pay-to-Play Law.
3. Pay-to-Play Compliance. Iamello Architectural Studios, LLC shall comply with all applicable requirements of N.J.S.A. 19:44A-20.4 et seq., including all applicable restrictions concerning political contributions and all required certifications and disclosures.
4. Business Entity Disclosure Certification. The required Business Entity Disclosure Certification submitted by Iamello Architectural Studios, LLC shall be maintained on file by the Borough and shall be incorporated into the contract documentation.
5. Determination of Value. The written Determination of Value establishing that the anticipated value of the contract exceeds \$17,500.00 shall be maintained on file with this Resolution and the related contract documentation.
6. Contract Term. The term of the contract shall be from April 3, 2025 through April 2, 2027, unless otherwise authorized by the Borough Council and permitted by applicable law.
7. Compliance with Law. The contract shall be subject to all applicable provisions of the New Jersey Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq., the New Jersey Local Unit Pay-to-Play Law, N.J.S.A. 19:44A-20.4 et seq., and all other applicable federal, State and local laws, rules, regulations and ordinances.
8. Funding. The Chief Financial Officer is hereby authorized to certify the availability of funds and provide for the appropriate encumbrance of funds in connection with this contract.
9. Authorization to Execute. The Mayor, Borough Administrator, Borough Clerk and/or other appropriate Borough officials are hereby authorized to execute any and all documents necessary to effectuate the purposes of this Resolution.
10. Effective Date. This Resolution shall take effect immediately upon adoption.

BE IT FURTHER RESOLVED that a certified copy of this Resolution shall be provided to Iamello Architectural Studios, LLC, the Borough Administrator, Chief Financial Officer, Qualified Purchasing Agent, Borough Clerk, and Borough Attorney, as appropriate.

Motion:

Second:

ROLL CALL	YES	NO	ABSTAIN	ABSENT
Deerin	()	()	()	()
Gallo	()	()	()	()
Keeshen	()	()	()	()
Manna	()	()	()	()
O'Brien	()	()	()	()
Cooper	()	()	()	()
Tvrdik	()	()	()	()

I certify this to be a true copy of Resolution #2026-245 approved by the Oceanport Borough Council at the Regular Meeting held August 13, 2026.

STEPHANIE KRAMER
ACTING BOROUGH CLERK

**RESOLUTION OF THE BOROUGH OF OCEANPORT
AMENDING RESOLUTION # 2026-209 AUTHORIZING THE PURCHASE OF A NEW
VEHICLE FROM ALL AMERICAN FORD FLEET THROUGH THE BERGEN COUNTY
COOPERATIVE 24-43 PURCHASING SYSTEM**

**Resolution 2026-246
08/13/26**

WHEREAS, the Mayor and Council of the Borough of Oceanport adopted Resolution #2026-209 on July 23, 2026, authorizing the purchase of a 2026 Maverick from All American Ford Fleet through the Bergen County Cooperative 24-43 Purchasing System for an amount not to exceed \$32,527.40; and

WHEREAS, the Borough has received a revised quote for the vehicle in the amount of \$31,780.10; and

WHEREAS, the Mayor and Council desire to amend Resolution #2026-209 to reflect the revised purchase price; and

WHEREAS, the Chief Financial Officer has confirmed that funds are available for the stated purpose as indicated below by the Certification of Funds.

NOW, THEREFORE BE IT RESOLVED, by the Mayor and Council of the Borough of Oceanport that Resolution #2026-209 is hereby amended to authorize the purchase of a 2026 Maverick from All American Ford Fleet, 375 Route 17 South, Paramus, NJ 07652, through the Bergen County Cooperative 24-43 Purchasing System for a total amount not to exceed \$31,780.10; and

BE IT FURTHER RESOLVED, that all other terms and conditions of Resolution #2026-209 shall remain in full force and effect.

CERTIFICATION OF FUNDS

As required by N.J.S.A. 5:34-5.1, et. Seq., and any other applicable requirement, I, Catherine D LaPorta, Chief Financial Officer of the Borough of Oceanport, certify that there are sufficient uncommitted funds available in Account #18-270-55-600-213 in the amount of \$31,780.10 for the stated purpose.

Catherine D LaPorta

Motion:	Second:			
ROLL CALL	YES	NO	ABSTAIN	ABSENT
Deerin	()	()	()	()
Gallo	()	()	()	()
Keeshen	()	()	()	()
Manna	()	()	()	()
O'Brien	()	()	()	()
Cooper	()	()	()	()
Tvrdik	()	()	()	()

I certify this to be a true copy of Resolution #2026-246 approved by the Oceanport Borough Council at the Regular Meeting held August 13, 2026.

STEPHANIE KRAMER
ACTING BOROUGH CLERK



A DIVISION OF PARAMUS FORD, INC.

375 ROUTE 17 SOUTH • PARAMUS, NJ 07652 • 201-262-4900

Linda Hoffman

856-816-5494 Cell

201-734-6195 Fax

lhoffman@allamericanford.net

Bergen County Cooperative 24-43

August 11, 2026

Oceanport Borough

ATTN: Mike Thulen

2026 Ford Maverick

Order J554

	MSRP	DISCOUNT
W8B Crew Cab 4x4	29990.00	28190.60
With Destination and Delivery		
YZ White Exterior	INC	INC
9W Black/Slate Cloth Interior	INC	INC
102A XL Trim Package	INC	INC
99A 2.0L Ecoboost	INC	INC
448 Automatic Transmission	INC	INC
60B 2K Trailer Hitch Receiver	150.00	141.00
16C Floor Liners	135.00	126.90
96G Spray in Bedliner	525.00	493.50
51D Spare Tire	115.00	108.10
All Other Standard Equipment		
Delivery Charge		425.00
Emergency Equipment		
Amber Grill Lights, Rear Lights With Switch		2295.00
COMPLETE COST OF VEHICLE:		31780.10

**RESOLUTION OF THE BOROUGH OF OCEANPORT
APPOINTING MICHAEL RODE AS LABORER II N THE PUBLIC WORKS DEPARTMENT**

Resolution #2026-247
08/13/2026

WHEREAS, there is a need for a Laborer II in the Public Works Department; and

WHEREAS, the Public Works Manager has recommended appointing Michael Rode to fill the Laborer II position; and

WHEREAS, Mr. Rode is willing and able to accept the position.

NOW, THEREFORE, BE IT RESOLVED, by the Council of the Borough of Oceanport, that Michael Rode is hereby appointed to the Department of Public Works for the position of Laborer II at a rate of \$45,000.00 per hour in accordance with the Borough's salary ordinance effective August 13, 2026.

BE IT RESOLVED, that a copy of this resolution shall be forwarded to the Public Works Manager, Borough Administrator, and the Payroll Clerk.

Motion:

Second:

ROLL CALL	YES	NO	ABSTAIN	ABSENT
Deerin	()	()	()	()
Gallo	()	()	()	()
Keeshen	()	()	()	()
Manna	()	()	()	()
O'Brien	()	()	()	()
Cooper	()	()	()	()
Tvrdik	()	()	()	()

I certify this to be a true copy of Resolution #2026-247 approved by the Oceanport Borough Council at the Regular Meeting held August 13, 2026.

STEPHANIE KRAMER
ACTING BOROUGH CLERK